

# Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brandon Tonarelli, Assistant Public Works Director / Village Engineer

Date: November 21, 2023

Re: Approval to Award Orchard Gateway Blvd. Breakaway Modification

Project

The Village obtained federal funding for the installation of a traffic signal and road widening at the intersection of Orchard Gateway and Hansen, along with resurfacing the road from Orchard Road to Randall Road through the Kane County Council of Mayors (KKCOM) and Chicago Metropolitan Planning Agency (CMAP) in 2020 with partial funding from the federal Surface Transportation Project (STP) in the amount of \$2,068,057.

Due to the federal funding, the Illinois Department of Transportation (IDOT) reviews all the design documents, plans, and existing project area. They require everything to comply with IDOT requirements and it was determined the existing streetlight foundations along a majority of Orchard Gateway Boulevard do not have breakaway devices which are required based on the locations of the streetlights. The breakaway devices allow the streetlight to detach from the concrete foundation when a vehicle collides with it, which is safer for occupants of the vehicles.

IDOT is requiring the streetlight foundations be modified to be breakaway to use the federal funding.

On November 21, 2023, one sealed bid was received for the Orchard Gateway Blvd. Breakaway Modification Project, as shown in the table below.

COMPANY	BID AMOUNT
Utility Dynamics Corporation	\$75,000.00

Utility Dynamics Corporation (Oswego, IL) was the low bidder in the amount of \$75,000.00. The project will be paid from the Motor Fuel Tax (MFT) Fund. This specific project was not budgeted but should be completed prior to the next budget year to not affect the federal funding. The fiscal year budget has \$54,500 budgeted in the MFT fund for Streetlight Repairs and the Salt purchase from the MFT fund will be at least \$85,000 under the budgeted amount. There are sufficient funds within the MFT Fund to cover this expenditure.

Village staff designed the improvement project and will be performing the construction inspection and administration of this project in house.

Utility Dynamics Corporation has successfully completed projects in the Village of North Aurora in the past. Village staff is recommending the award of the bid to Utility Dynamics Corporation in the amount of \$75,000.00.

# SPECIFICATIONS AND CONTRACT DOCUMENTS

# <u>ORCHARD GATEWAY BOULEVARD STREETLIGHT BREAKAWAY MODIFICATION PROJECT</u> <u>IDOT SECTION: 24-00000-02-GM</u>

Required For Use By: Public Works Department

# VILLAGE OF NORTH AURORA

North Aurora, Illinois 60542

> CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE #19

\*\* MUST BE EXECUTED AND NOTARIZED \*\*

- > ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC
  - > ALL INSURANCE REQUIREMENTS MUST BE MET

CONTRACT PERIOD:

December 2023- March 2024

BID DEPOSIT:

5% of Bid Amount

(See Page 4, Item 7)

(Bank Cashier's Check or Bid Bond)

BOND REQUIRED:

Performance Bond (100% of Contract) (See page 4, Item 8) Payment Bond (100% of Contract) (See page 4, Item 8)

BID OPENING - DATE/TIME/LOCATION:

Tuesday, November 21, 2023

10:00 a.m.

VILLAGE HALL 25 East State Street

North Aurora, Illinois 60542

Issued by:

Public Works Department Village of North Aurora, Illinois 25 East State Street North Aurora, Illinois 60542 (630) 897-8228



## **Advertisement for Bids**

The Village of North Aurora will receive sealed bids for the Orchard Gateway Boulevard Streetlight Breakaway Modification Project (IDOT Section #: 24-00000-02-GM). The bids will be received at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois 60542 until 10:00 a.m. local time on Tuesday, November 21, 2023. At this time and date, the bids will be publicly opened and read aloud. All bids must be addressed as follows:

### **SEALED BID**

Contractor Name
Contractor Address
Contractor Phone Number
Re: Orchard Gateway Blvd. Streetlight Breakaway Modification Project
Designated Date of Bid Opening
Hour Designated for Bid Opening

Village of North Aurora
Attn: Brandon Tonarelli
Assistant Public Works Director & Village Engineer
25 East State Street
North Aurora, IL 60542

The bid packet can be downloaded, free of charge, at the Village's website <a href="http://northaurora.org/government/rfp-rfq-bidding.aspx">http://northaurora.org/government/rfp-rfq-bidding.aspx</a> or can be picked up at 25 East State Street, North Aurora, IL 60542 beginning Wednesday, November 1, 2023. IDOT Prequalification and Apprentice Training is required on this project.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of five percent (5%) of the total bid and made payable to the Village of North Aurora, 25 East State Street, North Aurora, Illinois, 60542. The Village of North Aurora reserves the right to reject any or all bids and to waive irregularities and informalities in the bids received.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout including the (820 ILCS 130/0.01) Illinois Prevailing Wage Act (III. Rev. Stat. Ch. 48, Sects 39s-1-12) and the (30 ILCS 570/) Illinois Preference Act (III. Rev. Stat. Ch. 48, Sects. 2201-2207) and an Apprenticeship Training Program certified by the USDOL.

### I. GENERAL CONDITIONS

### 1. **DEFINITIONS**

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

**Utility Dynamics Corporation** 

23 Commerce Drive

Oswego, IL 60543

B. VILLAGE shall mean the Village of North Aurora, Kane County, Illinois, an Illinois Municipal Corporation.

### 2. PREPARATION AND SUBMISSION OF BID PROPOSAL

The Bidder must submit his/her proposal in duplicate on the forms furnished by the Village of North Aurora. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. The following documents shall be executed at the time of submission of a bid:

- ➤ BID PROPOSAL PAGES #18
- ➤ CONTRACTOR'S CERTIFICATION BID PROPOSAL PAGE #19
  - CONTRACTOR BID AGREEMENT PAGE #21
- ➤ APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION PAGE #22

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

CONTRACTOR NAME, ADDRESS, PHONE NUMBER, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.

### 3. ADDENDA

All addenda require signature and are to be included in the sealed bid. The Village will make every effort to make all bidders aware of addenda as they are issued, however, it is the responsibility of the bidder to check the web site for addenda, sign, print, and include them in the sealed bid. Addenda will be issued as needed up to 48 hours in advance of the bid opening and will be available on the Village's website.

### 4. QUESTIONS

All questions must be submitted in writing 72 hours in advance of the bid opening by contacting Brandon Tonarelli <u>btonarelli@northaurora.org</u> via email with the subject line "Orchard Gateway Boulevard Streetlight Breakaway Modification Bid".

A questions and answers sheet will be issued as needed up to 48 hours in advance of the bid opening and will be available on the Village's website.

### 5. WITHDRAWAL OF BID PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of ninety (90) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

### 6. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

- > Cash bid proposals meet Village Specifications and are submitted separately.
- > The Village shall not consider an alternate bid which fails to meet specifications.

### 7. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of North Aurora, letter of credit, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

# 8. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond and a payment bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond and payment bond within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

### 9. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equivalence of the substitute offered.

# 10. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

### 11. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within ninety (90) days from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

# 12. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the Village of North Aurora shall be assigned, in whole or in part, or any part of the same sub-contracted unless designated on page 20 of this document. Sub-contractors added after the opening of the bid require the written consent of the Public Works Director or his designee. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

### 13. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of North Aurora upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

# 14. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment supplied to the Village of North Aurora must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Contractor shall fully comply with all provisions of the (820 ILCS 130/0.01) Illinois Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12), (30 ILCS 570/) the Illinois

Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207), and the (820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act wherein the Act provides that no employee of the contractor or subcontractor working on this project may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. Additionally, the contractor is to maintain at all times and provide a copy upon request of a written program which meets or exceeds the program requirements of this Act.

The Contractor shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with the Contractor.

Any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

### 15. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

### 16. TOXIC SUBSTANCES

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the <u>Illinois Toxic Substances Disclosure to Employees Act.</u>

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

### 17. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

### 18. TERMINATION OF CONTRACT

- A. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:
  - 1. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide

the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

- 2. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
- 3. If it is determined that successful Bidder knowingly falsified information provided to the Village.
- 4. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
- 5. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
- 6. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.
- B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

# 19. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

### **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and 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, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from the

military service; 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.

- 2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) 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, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from military service.
- 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 Human Rights Act and the Department's Rules and Regulations.
  - 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 department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
- 7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon 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 such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

# CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

# 20. INSURANCE SPECIFICATIONS

- A. The successful Bidder shall not commence work under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- B. The successful Bidder shall maintain limits no less than:

# TYPE OF INSURANCE

# MINIMUM INSURANCE COVERAGE

### COMMERCIAL GENERAL LIABILITY

- 1. Comprehensive Form
- 2. Premises Operations
- 3. Explosion & Collapse Hazard
- 4. Underground Hazard
- 5. Products/Completed Operations Hazard
- 6. Contractual Liability Coverage Included
- 7. Broad Form Property Damage construction projects only.
- 8. Independent contractors
- 9. Personal Injury

COMBINED SINGLE LIMIT PER OCCURRENCE

FOR BODILY INJURY AND PROPERTY
DAMAGE \$1,000,000

PERSONAL INJURY PER OCCURRENCE

\$1,000,000

GENERAL AGGREGATE

\$2,000,000

Business Automobile Liability COMBINED SINGLE LIMIT PER OCCURRENCE
Any Auto, Owned, Non-Owned FOR BODILY INJURY AND PROPERTY DAMAGE
Rented/Borrowed \$1,000,000

Worker's Compensation and Occupational Diseases

STATUTORY LIMIT

Employer's Liability Insurance per Occurrence

\$1,000,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its trustees, officials, and employees named as additional insured on a ISO Additional Insured Endorsement form CG2010 or CG2026; Primary and non-contributory ISO Endorsement: CG2001 04 13; and the Village of North Aurora named as Cancellation Notice Recipient (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of the contractor must be covered by Workers Compensation Coverage if they are participating in the project.

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles

or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

The Contractor shall furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. 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 and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. VILLAGE shall be endorsed to the policies as a Cancelation Notice Recipient. Such notice shall be addressed as shown in the heading of the endorsement.

- C. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or selfinsured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

# 21. INSURANCE POLICY(S) ENDORSEMENT SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF NORTH AURORA ("The Village") 25 East State Street North Aurora, Illinois 60542

### A. POLICY INFORMATION.

1.	Insurance Company Liberty Mutual		
2.	Policy NumberTB2-Z91-473583-013		
3.	Policy Term: (From) <u>11/01/2023</u> (To) <u>11/01/2024</u>		
4.	Endorsement Effective Date_11/01/2023		
5.	Named InsuredUtility Dynamics Corporation		
6.	Address of Named Insured23 Commerce Drive Oswego, IL 60543		
7.	Limit of Liability Any One Occurrence/ Aggregate \$\frac{2,000,000}{4,000,000}\$		
8.	Deductible or Self-Insured Retention (Nil unless otherwise specified) \$_2,500		

# B. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. 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.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

# C. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

### 1. INSURED

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

# 2. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

# 3. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

### 4. SUBCONTRACTORS.

### (ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured 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 in these General Conditions.

# 5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

# 6. CANCELLATION NOTICE.

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. The Village shall be endorsed to the policy as a Cancelation Notice Recipient with notice addressed as shown in the heading of the endorsement.

### 7. SUBROGATION.

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

# 8. ACCEPTABILITY OF INSURERS.

(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.

# 9. ASSUMPTION OF LIABILITY.

(ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contract.

D.	SIGNATURE OF INSURER OR AUTHORIZED REPRESEN	TATIVE OF THE INSURER.
	· GAUL DAVIS	(print/type name), warrant
	and by my signature hereon do so certify, that the requirements	uired coverage is in place.
	Signature of	- 1

Authorized Representative (Original signature required on endorsement number to the
Village).
Title: // Merwriting Consultant.
Organization: Ci berty Mufuel Insurance
Address: 1 N Franklin Chicago, 12 60606.
Phone: 3/2-6/4-3593 Fax:

# 22. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

# 23. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and subcontractors, and compliance with all applicable Federal, State, and local laws.

# 24. COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

In compliance with National Pollutant Discharge Elimination System (NDPES), and ILR40 permit requirements, consultants and contractors hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their employees to prevent and reduce storm water pollution from their activities.

# 25. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN three (3) working days after the date of the Village's direction to provide

such documents. Failure of the Contractor to provide documents within said three (3) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

# VILLAGE OF NORTH AURORA

# ORCHARD GATEWAY BOULEVARD STREETLIGHT BREAKAWAY MODIFICATION PROJECT

**IDOT SECTION #: 24-00000-02-GM** 

### II. PROJECT SPECIFICATIONS

### 1. INTENT

The intent of these plans, specifications and contract is to install breakaway couplings on the existing streetlights along the Orchard Gateway Boulevard corridor. Including all other related and incidental work is also required to complete the improvements as shown on the plans and described herein.

### 2. LOCATION OF UTILITIES

If excavation is necessary, the Contractor shall contact the Village of North Aurora Public Works Department at least seventy-two (72) hours before beginning work and the J.U.L.I.E. system in conformance with all J.U.L.I.E. standards. Electric, gas and telephone utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

### 3. EXAMINATION OF SITE

The bidder shall carefully examine the site and become familiar with the conditions under which he will have to execute the work required under this contract. Failure to do so will in no way relieve the bidder of his responsibility under this contract.

### 4. ADDITIONAL WORK

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid during the course of construction. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Public Works Director or his designee, has approved the charges in writing.

# 5. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the Contactor. Any damage to existing facilities or sanitary surcharges caused by the Contractor's work, shall be reported to the Village in writing and shall be repaired and/or cleaned up promptly by the Contractor when ordered to do so by the Village at no additional cost. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due. If the Contractor fails to complete the repairs or clean-up immediately, or as otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

### 6. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for constructing the improvements in accordance with the specifications. The Contractor shall always have available on the job site during construction a complete set of specifications with all revisions thereto. The Contractor shall employ only workmen skilled in their trade and shall furnish full time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

### 7. SITE CONDITION AND CLEAN-UP

The Contractor shall store materials and equipment in a location approved by the Village and shall move same, if and when it becomes necessary at his own expense.

The Contractor shall have control over his employees' parking of automobiles on the site. The Contractor shall keep the site neat and shall cleanup any debris when directed to do so by the Village. Upon completion of the improvement each site shall be left in a condition acceptable to the Village. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village.

### 8. TRESPASS ON LAND

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

### 9. PROTECTION OF PUBLIC

The Contractor shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Contractor shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village a hazardous condition exists and the Contractor fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

### 10. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Contractor against defects failure improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. All guarantees and warrantees required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued. During the guarantee period, the Contractor shall repair and replace, at his own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished, or workmanship performed. Any equipment or material, which is repaired or replaced, shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

### 11. START OF WORK AND COMPLETION

The Contractor's representatives who are assigned to this project shall be required to attend a pre-construction meeting with Village staff prior to commencing work. The Contractor shall be required to follow the order and route for the work which is delineated during the preconstruction meeting. It is anticipated that the Contractor shall commence work within a reasonable time after the award. Weather related time delays will be reviewed by both parties and determined by the Village.

### 12. FAILURE TO COMPLETE WORK ON TIME AND CONTRACT VIOLATIONS

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

# Schedule of Deductions for Each Day of Overrun in Contract Time Working Day \$250

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village.

### 13. PAYMENT

Final payment will be made when the work, written reports, and hard drive (media copy) are reviewed and accepted by the Village. The Contractor shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

### 14. ACCEPTANCE

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

### 15. MATERIAL SAFETY DATA SHEETS

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

### 16. ACCESSIBILITY OF CONTRACTOR

The Contractor shall supply cell phone numbers (primary and secondary numbers), daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty-four (24) hours a day.

# 17. SPECIAL PROVISIONS FOR CONSTRUCTION

See attached Special Provisions

# ORCHARD GATEWAY BOULEVARD STREETLIGHT BREAKAWAY MODIFICATION PROJECT

**IDOT SECTION #: 24-00000-02-GM** 

BID PROPOSAL

The Bidder proposes to complete the project for the following prices by March 29, 2024, with reasonable weather-related delays as defined, or less:

No.	SPECIAL PROVISION	BID ITEMS	UNIT	QUAN.	Unit Price	Total
1	*	BREAKAWAY DEVICE, COUPLING WITH ALUMINUM SKIRT OVER STAINLESS STEEL SCREEN	EACH	40	\$1,750.00	\$70.000.00
2	*	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$ 5,000.00
	* Special Provision					
	1104/3101/			T	OTAL BID PRICE =	\$75,000.00
Sa	westw-Five T	Total Bid Price In Words: Thousand Dollars & NO/100				•
Start I						er 11, 2023
Calend	dar Completi	on Date			March	29, 2024
Jame o	of Bidder:	Utility Dynamics Corporation				
		Utility Dynamics Corporation 23 Commerce Drive, Oswego, IL	. 60543			
Address				act@util	itydynamicscc	rp.com
Address Telepho	s:	23 Commerce Drive, Oswego, IL		act@util	itydynamicscc	orp.com
Address Telepho Contact	s: one No.	23 Commerce Drive, Oswego, IL (630)554-1722		act@util	itydynamicsco	rp.com
Address Telepho	s: one No.	23 Commerce Drive, Oswego, IL (630)554-1722 Joseph B. Spencer		act@util	itydynamicsco	orp.com
Address Telepho Contact Title: Date:	s: one No.	23 Commerce Drive, Oswego, IL (630)554-1722 Joseph B. Spencer President 11/21/2023	Emailcont			
Address Telepho Contact Title: Date:	s: one No. Name: seph B. Sp	23 Commerce Drive, Oswego, IL (630)554-1722 Joseph B. Spencer President 11/21/2023	Emailcont			
Address Felepho Contact Fitle: Date:	s: one No. Name: seph B. Sp	23 Commerce Drive, Oswego, IL (630)554-1722 Joseph B. Spencer President 11/21/2023  encer verify that I are name)  Dynamics Corporation	Emailcont			
Address Telepho Contact Title: Date:  Jos Dehalf	s: one No. Name: seph B. Sp (print) ofUtility	23 Commerce Drive, Oswego, IL (630)554-1722 Joseph B. Spencer President 11/21/2023  encer verify that I are	Emailcont	ed to pro	ovide the abo	

Date

Signature

# **Contractor's Certification**

ordinances.				
Print Name: ContractorUtility Dynamics Corporation				
Corporation Individual Partnership Other (if other specify type)				
As part of his/her bid on the above sole-referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.				
Date:				
Contractor By:  Joseph B Spencer				
(State of Minois) SS County of Kane				
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that				
Joseph B. Spencer appeared before me this day in person and, being first duly				
sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.				
Dated:11/21/2023				
Notary Public  OFFICIAL SEAL CHRISTIE M MADAY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 06/21/2024				

In compliance with P.A. 85-1295-Illinois Revised Statute, Chapter 31, Section 33E-11, and applicable local

List of S	Subcontractors	and Suppliers
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The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list may result in rejection of bid. Write <u>"none"</u> in the boxes below if no sub-contractors or suppliers will be used.

Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors	Work Assignment
NONE	
Suppliers	Material
UKNOWN AT THIS TIME	

### **Contractor Bid Agreement**

To:

The Village of North Aurora

25 E. State Street

North Aurora, IL 60542

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of North Aurora, Owner, and having examined the locations and being familiar with all conditions surrounding the Work, including availability of labor and material, does hereby proposed to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the contract documents and at the price stated.

Bidder certifies this bid to be for the project described herein and to be in accordance with plans, specifications and contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the contractor. Any claims for an increase of the contract time shall be made in writing to the Village within seven (7) days of the cause.

Village within seven (7) days of the cause.
Signed:
Print Name: Joseph B. Spencer
Title: Rresident
Date:11/21/2023
(State of Illinois) SS County of Kane
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 11/21/2023

Notary Publid

OFFICIAL SEAL
CHRISTIE M MADAY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/21/2024

# **Apprenticeship or Training Program Certification**

The Village has passed by Resolution on September 21, 2009, a resolution that any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

Each bidder is required to certify and provide information on the apprenticeship or training program(s)
approved and registered with the United States Department of Labor's Bureau of Apprenticeship and
Training in which the bidder participates that is relevant to the portion(s) of this project that is/are
subject to the State of Illinois' Prevailing Wage Act below.

American Line Builders Area Joint Apprenticeship and Training Committee
The requirements of this certification and disclosure are a material part of the contract, and the bidder shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Village at any time before or after ward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors.  Signed:  Print Name:    Voseph B. Spencer   Spenc
Title: President
Company: Utility Dynamics Corporation
Date:11/21/2023
(State of Illinois) SS County of Kane
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
Joseph B. Spencer appeared before me this day in person and, being first duly
sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.
Dated: 11/21/2023 OFFICIAL SEAL CHRISTIE M MADAY NOTARY PUBLIC, STATE OF ILLINOIS

# REFERENCES

The Bidder must list a minimum of two (2) references, preferable municipal, for in-kind work. The references provided must list company or municipality, contact person, address and telephone number.

Municipality: Village of North Aurora				
Contact Person: Brian Ritcher				
Address: E. State Street, North Aurora, IL 60542				
Phone #: _(630)897-8228	Fax: _			
Project Included: Various Projects		Project Year: <u>2021-2023</u>		
Municipality: City of Aurora				
Contact Person: Scott Miller				
Address: 44 East Downer Place, Aurora, II	L 605	07		
Phone #:(630)256-3550	Fax: _			
Project Included: Various Projects		Project Year: 2007-2023		
Municipality: Village of Sugar Grove				
Contact Person: Bryan Beach				
Address: 601 Heartland Dr., Sugar Grove, IL 60	0554			
Phone #: _(630)391-7230	Fax:			
Project Included: Various Projects		Project Year: 2015-2023		
Municipality: Village of Montgomery				
Contact Person: Shawn Murphy				
Address: 991 Nell Rd., Montgomery, IL 60538				
Phone #: (630)331-2124	Fax:			
Project Included: Various Projects		Project Year: 2016-2023		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown	above, will be shown in the Declarations.

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

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

# PRIMARY AND NONCONTRIBUTORY — OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

# **INDEX OF SPECIAL PROVISIONS**

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# **GENERAL SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Illinois Urban Manual", latest edition; all of which apply to and govern the construction of the Local Improvement, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is supplemented by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is amended, voided, or superseded by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superseded, and not in addition to the portion changed.

### **SCOPE OF WORK**

The Contractor shall be responsible to sufficiently familiarize himself with the local conditions prior to bidding the project. It is hereby understood and agreed that the contract unit prices shall prevail throughout the contract, and that no adjustments to unit prices will be allowed for an increase or decrease to the contract quantities. Also, no additional compensation for any dewatering, pumping, mobilization, readiness to serve or other startup costs shall be allowed.

This contract shall consist of the installation of breakaway couplings on the existing streetlights and all necessary appurtenances according to the special provisions or as directed by the Engineer.

### TRAFFIC FLOW AND PEDESTRIAN ACCESS

At the preconstruction meeting, the Contractor shall furnish a 24-hour primary and secondary name and telephone number where he or she may be reached during non-working hours or the individual under direct supervision 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 Specifications. This shall not relieve the Contractor of the requirements to have a responsible individual in his or her direct employ to supervise this work.

All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior written approval from the Engineer. All construction work shall be done such that continuous access to schools or business parking lots is maintained, although it may be restricted to one lane with proper barricading and flagging.

### STARTING AND COMPLETION

The Contractor agrees to execute the contract and bonds satisfactory to and in the forms prescribed by the Village in the sum of the full amount of the contract, guaranteeing the faithful performance of the

work in accordance with the terms of the contract within **fifteen (15)** days after notice of award of the contract.

The Contractor shall schedule their construction operations in such a manner to meet the following completion deadlines:

• Obtain Final Completion of the entire project by March 29, 2024.

Special attention is called to Article 108.10 of the Standard Specifications for Road and Bridge Construction and shall be strictly adhered to, in the event the Contractor fails to complete the project by the above-mentioned guidelines. Liquidated damages shall be assessed per Working Day for failure to meet the above deadlines.

The Contractor shall not discontinue progress towards the completion of the work until "Final Completion" has been obtained. This provision will be strictly enforced whether or not the abovementioned completion deadlines are being met. The Contractor shall be assessed liquidated damages for every working day that work is not being performed on the project.

The Contractor shall submit a schedule showing anticipated dates for each phase of construction work. The Village reserves the right to require adjustments to scheduling of work. The Contractor shall also take note to the following requirements:

• The Contractor shall contact the Village at least 72 hours in advance of beginning work.

These requirements shall be considered included in the cost of the to the contract unit prices.

### PRE-BID SITE VISIT

All bidders are encouraged to visit the site prior to preparation of bid. Submission of the bid is acknowledgement that the Bidder is aware of and accepting of existing conditions prior to the installation of the improvements.

### **CONSTRUCTION OPERATIONS**

Construction operations shall be confined to the daylight hours between 7:00 a.m. and 5:00 p.m. Monday through Friday. Work may be performed on Saturday between 7:00 a.m. and 5:00 p.m. with Village approval. Requests for Saturday work must be done a minimum of 24 hours prior and if the work requires inspection, the Contractor will be billed by the Village for their costs. No work of any kind shall be done on Sundays in residential areas. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting or to construction of an emergency nature.

At no time will the Contractor be allowed to stockpile or leave materials on any street overnight.

The Contractor shall provide, to residents and motorist, advance notice of parking restrictions. This shall be accomplished with signs and/or barricades as directed by the Engineer.

This work will not be paid for separately but be considered included in the contract unit prices.

### STORM WATER POLLUTION REDUCTION

In compliance with the National Pollution Discharge Elimination System (NPDES) and ILR40 permit requirements, every Contractor hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their

employees to prevent and reduce storm water pollution from their activities. This requirement shall be considered included in the cost of the contract unit prices.

### CARE AND PROTECTION OF EXISTING ITEMS

Contractor shall use care in grading or excavating near all existing items that will not be removed, including but not limited to curb, sidewalk, driveway pavement, bike path, landscaping, trees, bushes, and previously seeded areas. Any damage done to existing items by the contractor shall be repaired or replaced to the satisfaction of the Engineer.

Contractor shall use caution not to damage any trees or bushes within the project area. Should any trees or bushes be damaged or disturbed due to construction activities that are not planned for removal, contractor shall replace them in kind at their own expense. No additional compensation will be allowed.

Any material deposited in the flow line of curb or drainage structures, which obstructs the natural flow of water, shall be removed at the close of each working day. Prior to acceptance of the improvement, all drainage structures shall be free of dirt and debris to the satisfaction of the Engineer.

This work will not be paid for separately but shall be considered included in the cost of the contract.

# RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING, CONSTRUCTION METHODS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury, or loss to:

- a) All employees on the work and other persons who may be affected thereby.
- b) All work and materials or equipment incorporated therein, whether in storage on or off the site.
- c) Other property at site or adjacent thereto, including trees, shrubs, lawns, sidewalks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. They shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph a) or b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such times all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site.

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

The Engineer shall not be responsible for determining the Contractor's construction means or methods.

### **SCHEDULING**

The Contractor shall provide any Scheduled Work Activity via e-mail to the Resident Engineer by 3:00 PM each day prior to any construction unless otherwise approved by the Engineer. The information shall provide the list of streets where work will occur and include start time and type of work. If these scheduled construction activities are not given by the time listed above, then work will not be allowed to commence, and no compensation will be allowed for cancelled activities.

### SUBMITTALS

Shop drawings and cut sheets shall be submitted for the following items:

- Electrical Wire
- Breakaway Coupling
- Stainless Steel Screen
- Aluminum Skirt
- Threaded Rod, bolt, nuts, etc.

### WATER REQUIRED FOR CONSTRUCTION

Water necessary for the completion of the improvements will be provided by the Village free of charge. To obtain a Village water meter, the Contractor must post a \$1,200 refundable deposit at the Village Hall (25 E. State Street, North Aurora, IL 60542). The Village's Public Works Water Department will direct the Contractor to which fire hydrant can be used.

### INCIDENTAL WORK

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered incidental to the Contract.

### **CERTIFIED PAYROLL REQUIREMENTS**

Per Public Act 94-0515, Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the Village, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include every worker employed on the public works projects name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### TAX EXEMPTION

This project will be tax exempt. The Village's tax-exempt number will be provided to the Contractor after the contract is awarded.

### RETENTION

Ten percent (10%) retention will be held on the project until all construction items have been satisfactorily completed. Retention will be reduced to 0% once all punch list items are completed (as determined by the Engineer).

### **MOBILIZATION**

This Contract contains no provisions for Mobilization. Therefore, Section 671 of the Standard Specifications is deleted.

### RESTORATION

Restoration of disturbed areas will be the responsibility of the Contractor. Disturbed areas shall be kept to a minimum to limit the disruption of surrounding areas. Restoration will include the spreading of topsoil or excavated material, the seeding of the disturbed area and the placement of erosion control blanket. Any damage caused by the contractor's operations shall be restored to its original condition.

This work shall be considered incidental to the Contract.

### **ELECTRICAL REGULATORY REFERENCES**

All completed work shall be in accordance with applicable regulatory references:

- 1. ICC International Building Code, 2009 Edition
- 2. National Electrical Code, 2008 Edition
- 3. Illinois Energy Conservation Code (ICC International Energy Conservation Code, 2012 Edition, with State of Illinois modifications.

### **ELECTRICAL REQUIREMENTS**

All electrical work shall conform to National Electric Code, latest edition with amendments as adopted by the Village of North Aurora. All work shall be completed in accordance with the NECA Standard of Installation for a complete and operational electrical installation. The contractor must provide submittals demonstrating the wiring, etc. meet the specifications herein.

### Wiring

All wiring shall comply with the National Electrical Code, 2008 Edition. Pole Wire shall be minimum 10 gauge American Wire Gauge (AWG), or approved alternate, color coded brown, orange, and yellow for 480 V. Wire connections shall be made with screw on wire connectors either Wing-Nut, Ideal, or approved alternate.

### **TESTING AND ADJUSTMENTS**

Contractor must test each streetlight to verify they are working after installation of the breakaway coupling.

### **CLOSEOUT PROCEDURES**

- 1. Notify Village when work is considered ready for Owner's Substantial Completion inspection.
- 2. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List.
- 3. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- 4. Notify Owner when work is considered finally complete and ready for Owner's Substantial Completion final inspection.
- 5. Perform final inspection with Village of North Aurora to verify the punch list items were completed.

# PAY ITEM SPECIAL PROVISIONS

### **BREAKAWAY COUPLINGS**

This work shall include the furnishing and installation of the new breakaway couplings on the existing concrete foundation using the existing bolts and bolt circle and existing aluminum poles. The furnished breakaway couplings shall be furnished and installed in accordance with Section 838 and Section 1070 of IDOT's Standard Specifications for Road and Bridge Construction. The work also includes furnishing and installation of stainless steel screen and an aluminum skirt.

### Work shall include:

- 1. Disconnecting the streetlight cables and ground cable within each light pole and remove the pole from the existing anchor bolts.
- 2. Cut down the existing anchor bolts, to the height above the top of the foundation per manufacturers' requirements (if necessary).
- 3. Install the breakaway couplings.
- 4. Reinstall the light standard on the breakaway couplings.
- 5. Reconnect the existing streetlight cables at the light pole.
  - a. If existing wires are not long enough for reconnecting, the Contractor shall splice new wires to extend the wires, splices shall be weatherproof, and the method shall be approved by the Village.
- 6. Install the stainless steel screen and aluminum skirt.
- 7. Test the operation of the light standard.

This work shall be measured and paid for at the contract unit price per each for BREAKAWAY DEVICE, COUPLING WITH ALUMINUM SKIRT OVER STAINLESS STEEL SCREEN, which price shall be payment in full for all work specified herein for one street light pole (four breakaway couplings per street light pole).

### TRAFFIC CONTROL

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

Special attention is called to Articles 107.09, 107.14 and Section 701 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control: 701601-09 701606-10 701701-10 701901-08

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the attached special provisions.

Road closures are not permitted, however closing a lane temporarily is allowed.

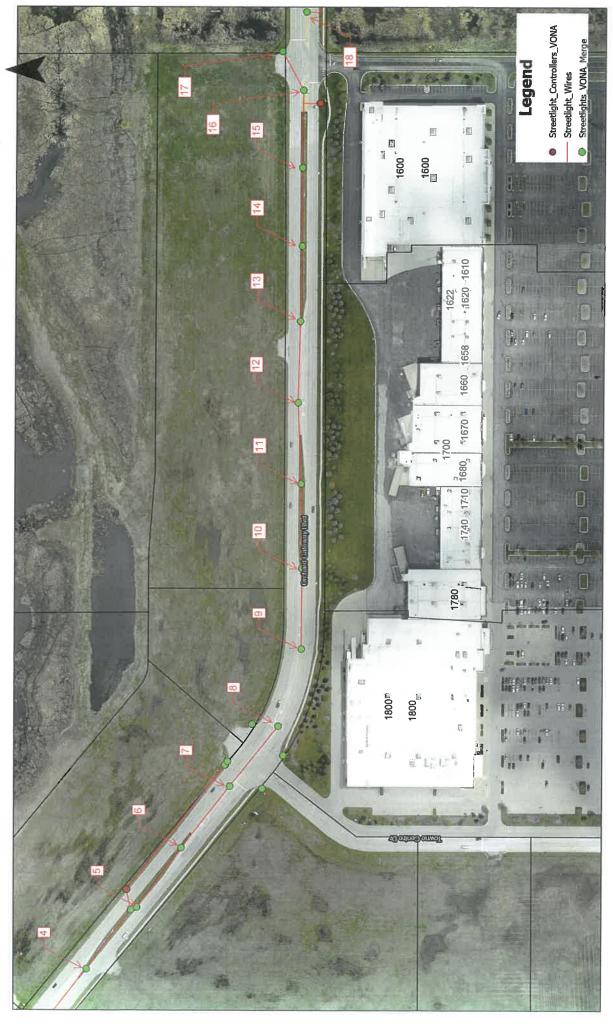
This work shall be measured and paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL, which price shall be payment in full for all work specified herein.

# VILLAGE OF NORTH AURORA STREET LIGHT EXHIBIT



Z

# VILLAGE OF NORTH AURORA STREET LIGHT EXHIBIT

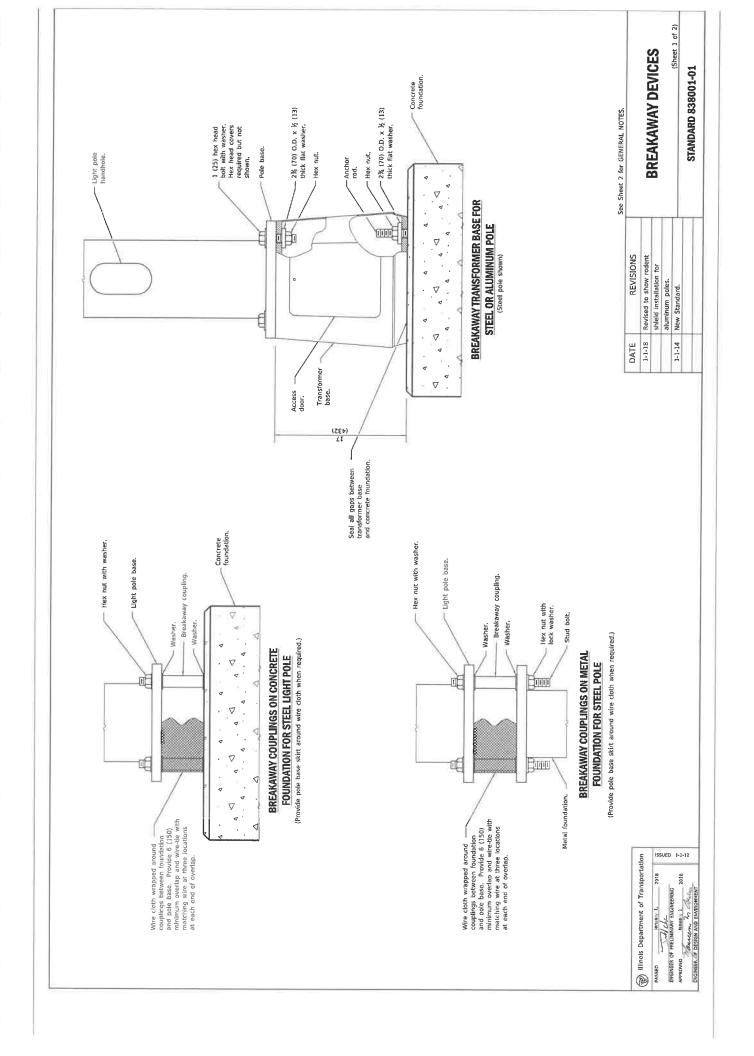


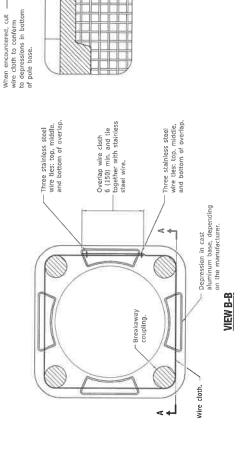
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# VILLAGE OF NORTH AURORA STREET LIGHT EXHIBIT

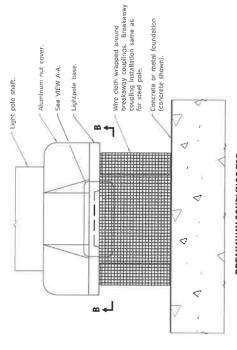






Wire cloth.

Light pole base,



## **BREAKAWAY COUPLINGS FOR ALUMINUM POLES**

(Provide pole base skirt around wire cloth when required.)

(R) Illinois Department of Transportation

PASSED Annur 1, 20

S. 7/ LL.

ENGINEER OF PRELIMINARY ENGINEERING APPROVED IRRIBAN 1

RECCENT AT THE ENGINEER IF DESIGN AND ENVIRONMENT

2018

GENERAL NOTES
See light pole standard for details not shown.

Use largest transformer base bolt chrole possible.

Transformer bases shall not be installed on metal foundations,

Washers on top of pole base shall cover the entire bolt slot.

Wire cloth shall be stainless steel, have a maximum opening of  $k_{\rm s}$  (6), and have a minimum wire size of AWG No. 16 (1.6). See Standard 836001 for Light Pole Foundation.

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

## **BREAKAWAY DEVICES**

Sheet 2 of 2)

STANDARD 838001-01



## 28' to 33' ROUND TAPERED ALUMINUM 4-Bolt Anchor Base

Job Name:		Client Name:	
Job Location - City:	State:	Created By:	Date:
Product:	Quote:	Customer Approval:	Date:

## **Tenon Top** Pole Cap **Cross Section** Handhole Nominal Mounting Heigh **Nut Covers** (Standard) Dart Square - 2T (Optional) Handhole

## **SPECIFICATIONS**

Pole - The pole shaft is spun from seamless alloy aluminum.

**Pole Top** - A pole top tenon is provided for top mount luminaire and/or bracket. A removable pole cap is available for poles receiving drilling patterns for side-mount luminaire arm assemblies.

**Handhole** - A covered handhole with hardware and grounding provision are provided.

**Base Cover** - Optional Dart Square-2T cast and decorative base covers available as special order.

**Anchor Base** - The anchor base is cast from 356 alloy aluminum. The completed assembly is heat-treated to a T6 temper. Aluminum nut covers are included with anchor base unless otherwise specified.

**Anchor Bolts** - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

**Finish** - The standard finish for the pole assembly and components is satin brushed, natural anodize, duranodic or polyester powder applied coating in accordance with Valmont's Specifications. Additional finish options available upon request.

**Design Criteria** - Please reference Design Criteria Specification for appropriate design conditions.

## 28' to 33' ROUND TAPERED ALUMINUM 4-Bolt Anchor Base



**STRUCTURES** 

Job Name:		Client Name:	
Job Location - City:	State:	Created By:	Date:
Product:	Quote:	Customer Approval:	Date:

## **ANCHORAGE DATA**

PO	LE	13 300	BASE	PLATE	1.76	ANCHOR	BOLTS	10
BASE	WALL	BOLT C	RCLE		LAN .	PART VARA		W-10-
OD (IN)	THK (IN)	DIA (IN)	± (IN)	SQUARE (IN)	THK (IN)	DIA X LENGTH X HOOK (in)	PROJECTION (IN)	+/- (IN)
7.00	0.156	10.56	0.43	11.26	0.750	1.00 x 36.00 x 4.00	4.13	N/A
8.00	0.156	11.63	0.37	12.05	0.750	1.00 x 36,00 x 4.00	4.13	N/A
8.00	0.188	11,63	0.37	12.05	0.750	1.00 x 36.00 x 4.00	4.13	N/A
8.00	0.250	11.63	0.37	12.05	0.750	1.00 x 36.00 x 4.00	4.13	N/A
9.00	0,156	13,25	0.75	12.48	1.250	1.00 x 36.00 x 4.00	4,13	N/A
9.00	0.188	13.25	0.75	12.48	1.250	1.00 x 36.00 x 4.00	4.13	N/A
10.00	0.188	14.25	0.75	13.19	1.250	1.00 x 36,00 x 4,00	4.75	N/A
10,00	0.250	14.50	0.50	14.00	1.250	1.25 x 42.00 x 6.00	5.25	N/A

## **Anchor Base Detail** 180° Bolt Slots/Holes **Bolt Circle** As viewed 270° 90° from top of pole. 0° - Handhole

## LOAD AND DIMENSIONAL DATA

-900	7.0	-	-	DESIGN	N INFORMA	TION		-	1 T N		15.1		P	OLE DIME	ENSIONS	
		MPH GUST	8, 5		J.		N 2	11 3373								
NOMINAL MOUNTING HEIGHT	MAX EPA' (SQ FT)	MAX WEIGHT (LBS)	POLE HEIGHT	BASE OD (IN)	TOP OD (IN)	WALL THK (IN)	STRUCTURE WEIGHT <sup>2</sup> (LBS)	MODEL NUMBER								
	10.5	150	7.1	150	5.0	150	3.7	150	2.8	150	27"-8"	7.00	4,00	0.156	92	+270840705T4
	15.5	150	11.1	150	8.3	150	6.5	150	5.1	150	27'-8"	8.00	4.50	0.156	105	270845805T4
	19.6	150	14.3	150	10.8	150	8.5	150	6.8	150	27'-8"	8.00	4.50	0.188	124	270845806T4
28'-0"	27.4	150	20.2	150	15.5	150	12.3	150	9.9	150	27'-8"	8.00	4.50	0.250	161	270845808T4
20-0	21.4	150	15.7	150	12.0	150	9.4	150	7.5	150	27'-8"	9.00	4.50	0.156	116	270845905T4
	26.8	150	19.8	150	15.2	150	12.0	150	9.7	150	27'-8"	9.00	4.50	0,188	137	270845906T4
	34.5	200	26.0	200	20.2	200	16.0	200	12.9	200	27'-8"	10.00	6.00	0.188	161	270860106T4
	46.6	300	35.3	300	27.5	300	22.0	300	17.8	300	27'-8"	10.00	6.00	0.250	217	270860108T4
	8.8	150	5.7	150	3.8	150	2.7	150	2.0	150	29'-8"	7.00	4.00	0.156	99	+290840705T4
	13.3	150	9.3	150	6.9	150	5.3	150	4.1	150	29'-8"	8.00	4.50	0.156	113	+290845805T4
	17.1	150	12.2	150	9.2	150	7.1	150	5.6	150	29'-8"	8.00	4.50	0.188	134	290845806T4
30'-0"	18.8	150	13.6	150	10.3	150	8.0	150	6.3	150	29'-8"	9.00	4.50	0.156	127	+290845905T4
30-0	23.7	150	17.4	150	13.3	150	10.4	150	8.3	150	29'-8"	9.00	4.50	0,188	149	290845906T4
	24.2	150	17.7	150	13.6	150	10.7	150	8.6	150	29'-8"	8.00	4.50	0.250	174	290845808T4
	30.9	200	23.2	200	17.9	200	14.1	200	11.3	200	29'-8"	10.00	6.00	0.188	175	290860106T4
	41.9	300	31.7	300	24.6	300	19.6	300	15.8	300	29'-8"	10.00	6.00	0.250	235	290860108T4
	10.4	150	7.1	150	5.1	150	3.8	150	2.9	150	32'-8"	8.00	4.50	0.156	124	+320845805T4
	13.8	150	9.7	150	7.1	150	5.5	150	4.2	150	32'-8"	8.00	4.50	0.188	147	320845806T4
	15.3	150	10.9	150	8.1	150	6.2	150	4.8	150	32'-8"	9.00	4.50	0,156	138	+320845905T4
33'-0"	19.7	150	14.2	150	10.7	150	8.4	150	6.6	150	32'-8"	9.00	4.50	0.188	163	320845906T4
	20.1	150	14.5	150	11.0	150	8.6	150	6.8	150	32'-8"	8.00	4.50	0.250	190	320845808T4
	26.0	200	19.4	200	14.9	200	11.7	200	9.2	200	32'-8"	10.00	6.00	0.188	191	320860106T4
	35.8	300	26.9	300	20.8	300	16.4	300	13.1	300	32'-8"	10,00	6,00	0.250	257	320860108T4

- 1. EPA represents the Effective Projected Area of each luminaire. Designs are limited to top mount or side-mount luminaires. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
- Structure weight is a nominal value which includes the pole shaft and base plate.
   Pole includes factory installed vibration damper.

### PRODUCT ORDERING CODES

PRODUC	I OKDEKII	MG CODES			
CROSS SECTION R	MODEL NUMBER 270845905T4	FIXTURE MOUNTING	co	204	OPTIONS
R = Round	+270840705T4 270845806T4 270845806T4 270845806T4 270845905T4 270845906T4 270845906T4 270860108T4 +290845805T4 290845805T4 290845806T4 +290845906T4 290845806T4 290845806T4 290845806T4 290845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 3208650106T4 3208650106T4	Drill Mounting D1 = 1 Luminaire D2 = 2 @ 180° D3 = 3 @ 120° D4 = 4 @ 90° D5 = 2 @ 90° D6 = 3 @ 90° Tenon Mounting P2 = 2.38" OD x 4.00" P3 = 3.50" OD x 6.00" P4 = 4.00" OD x 6.00" P5 = 2.88" OD x 12.00° P7 = 2.38" OD x 12.00° PQ = 2.38" OD x 3.00" = Plain Top P9 = Other Tenon (Contact Factory)	Polyester Powder DWH = White DSS = Sandstone BR = Burgundy HG = Hunter Green DNA = Natural Aluminum DCG = Charcoal Gray DMB = Medium Bronze SBN = Sanded Brown DNB = New Dark Bronze DBB = Dark Bronze SBK = Sanded Black DBL = Black DSB = Steel Blue DTG = Dark Green DBR = Red SC = Special Color (Contact Factory)	Anodized 204 = Clear Natural 311 = Light Bronze* 312 = Medium Bronze* 313 = Dark Bronze* 335 = Black* *Duranodic Anodize  Brushed SBF = Satin Brushed	See Accessories at valmontstructures.com (Please Specify with Code)

Trade Title	Rg	Type	O	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	A	ALL		48.90	49.90	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		00.00	0.00
ASBESTOS ABT-MEC	Ħ	BLD		40.59	43.84	1.5	7:	2.0	2.0	15.22	15.16	00.00	0.88		2.80	5.60
BOILERMAKER	¥	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	00.00	2.83		00.00	0.00
BRICK MASON	A	BLD		50.81	55.89	13.	1.5	2.0	2.0	12.50	23.01	00.00	1.16	00.00	00.00	0.00
CARPENTER	¥	ALL		53.51	55.51	<del>ر</del> تن	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
CEMENT MASON	A	ALL		50.70	52.70	2.0	10	2.0	2.0	11.89	27.82	0.00	0.80	00.00	0.00	0.00
CERAMIC TILE FINISHER	A	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	00.00	1.04	00.00	00.00	0.00
CERAMIC TILE LAYER	¥	BLD		53.14	58.14	7.5	1.5	2.0	2.0	12.75	19.41	00.00	1.12	00.00	0.00	0.00
COMMUNICATION TECHNICIAN	z	BLD		44.56	46.96	<u>ب</u> تن	1.5	2.0	2.0	14.08	17.14	0.00	0.89	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	S	BLD		43.08	45.88	1.5	7.5	2.0	2.0	17.30	15.06	0.00	1.51	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	M	ALL		49.22	67.16	1.5	7:	2.0	2.0	7.00	13.79	00.00	1.47	1.48	00.00	00.00
ELECTRIC PWR GRNDMAN	A	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	00.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	7.	1.5	2.0	2.0	7.00	16.57	00.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	W	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	00.00	1.17	1.18	00.00	0.00
ELECTRICIAN	Ż	ALL		54.61	59.01	7.	<u></u>	2.0	2.0	16.24	21.75	00.00	1.64	0.00	0.00	00.00
ELECTRICIAN	S	BLD		53.32	57.57	7.	7.5	2.0	2.0	18.05	19.93	00.00	1.87	0.00	00.00	0.00
ELEVATOR CONSTRUCTOR	A	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		00.00	0.00
FENCE ERECTOR	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	00.00	1.28		00.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	00.00	2.07	0.00	00:00	00:00
HEAT/FROST INSULATOR	M	BLD		54.12	57.37	1.5	7:	2.0	2.0	15.22	17.86	00.00	0.88		4.15	8.30
IRON WORKER	A	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	00.00	1.28		00.00	0.00
LABORER	All	ALL		48.90	49.65	<del>ر</del> ت	7,	2.0	2.0	15.28	18.00	00.00	0.91		0.00	00.00
LATHER	II	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	00.00
MACHINIST	II	BLD		55.74	59.74	1.5	1,5	2.0	2.0	9.93	8.95	1.85	1.47		00.00	0.00
MARBLE FINISHËR	A	ALL		38.75	52.46	1.5	<u>τ</u>	2.0	2.0	12.50	20.95	00.00	0.66	0.00	00.00	0.00
		1														

MAIENIAL IESIERI	Ħ	ALL		38.90		7:	<u>ب</u> تن	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MATERIALS TESTER II	AII	ALL		43.90		1.5	1.5	2.0	2.0	15.28	18.00	00.00	0.91		0.00	00.00
MILLWRIGHT	H	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	00:00
OPERATING ENGINEER	H	BLD	~	26.60	09.09	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	All	BLD	7	55.30	09.09	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	₩ W	BLD	က	52.75	09.09	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	₩ W	BLD	4	51.00	09.09	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	≡ ∀	BLD	2	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	All	BLD	9	27.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	HA.	BLD	7	29.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	H	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	00.00
OPERATING ENGINEER	All	HWY	~	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		00.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	₩ W	₩H	က	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	H A	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	AII	HWY	c)	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	=	HWY	9	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	≡ ∀	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	= A	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
PAINTER A	A	ALL		51.55	53.55	1.5	7.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	00.00	0.00
PAINTER - SIGNS	H	BLD		41.55	46.67	1.5	7:	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER /	All	ALL		53.51	55.51	7.	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
PIPEFITTER /	A	BLD		25.00	58.00	7:	7:5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER #	All	BLD		48.75	51.68	1.5	<del>ر</del> ت	2.0	2.0	17.33	20.33	0.00	1.15	00.00	0.00	0.00
PLUMBER A	All	BLD		26.80	60.20	7.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	AII	BLD		49.00	54.00	7.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	00.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER A	₩ W	BLD		26.70	59.45	7.5	<del>ر</del> ئ	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR A	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00

STONE MASON	A	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	Ħ	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	W	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	₩	HWY		40.10	41.70	1.5	73.	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	ALL HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	A	ALL	~	42.76	43.31	1.5	7.	2.0	2.0	11.33	14.75	00.00	0.15	00.00	0.00	0.00
TRUCK DRIVER	≡ ∀	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	00.00	0.00
TRUCK DRIVER	A	ALL	n	43.11	43.31	1.5	<del>ر</del> ن ت	2.0	2.0	11.33	14.75	0.00	0.15	0.00	00.00	0.00
TRUCK DRIVER	H	ALL	4	43.31	43.31	1.5	75	2.0	2.0	11.33	14.75	0.00	0.15	0.00	00.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	7.5	2.0	2.0	9.55	21.72	0.00	1.7	0.00	0.00	00.00

## Legend

Rg Region

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

CClass

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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

## **EXPLANATION OF CLASSES**

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

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

## **CERAMIC TILE FINISHER**

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

## **COMMUNICATIONS TECHNICIAN**

security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

## MARBLE FINISHER

preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for

interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of which are used on interior and exterior which are installed in a similar manner.

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

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

## OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall,

Class 7. Mechanics; Welders.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter, Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Dumper, Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Wheel Excavator; Widener (APSCO). Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader, Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster, Hydro Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compactor, etc.; Tug Boats.

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical;

Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 6. Field Mechanics and Field Welders

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

**OPERATING ENGINEERS - FLOATING** 

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

TRAFFIC SAFETY Worker I

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

## TRAFFIC SAFETY WORKER II

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

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

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

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

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

## TERRAZZO FINISHER

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

## Other Classifications of Work:

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

## LANDSCAPING

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

## MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2023

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

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

PRODUCER HUB International Midwest Limited 1411 Opus Place Suite 450	CONTACT CSUConstruction PHONE [A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
Downers Grove IL 60515	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Liberty Mutual	23043
INSURED UTILDYN-02	INSURER B : Columbia Casualty Company	31127
Utility Dynamics Corporation 23 Commerce Drive	INSURER C:	
Oswego IL 60543	INSURER D:	
	INSURER E :	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1402398466 REVISION NUMBER:

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

NSR TR		TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	CLAIMS-MADE X OCCUR		TB2-Z91-473583-013	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 250,000
Ì							MED EXP (Any one person)	\$ 10,000
Ī							PERSONAL & ADV INJURY	\$ 2,000,000
ĺ	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
		POLICY X PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$4,000,000
		OTHER:						\$
A	AUT	OMOBILE LIABILITY		AS2-Z91-473583-023	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Ì	Х	ANY AUTO					BODILY INJURY (Per person)	\$
Ì		OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$
ı	Х	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
		AUTOS CINET					,	\$
Α	Х	UMBRELLA LIAB X OCCUR		TH7-Z91-473583-063	11/1/2023	11/1/2024	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
Ì		DED X RETENTION \$ 0						\$
		KERS COMPENSATION		WC2-Z91-473583-033	11/1/2023	11/1/2024	X PER OTH- STATUTE ER	
	ANYF	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE N					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	if yes	describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
4 3 3	Leas	ed/Rented Equip essional/Pollution Liability		YM2-Z91-473583-053 6072428988 6072429008	11/1/2023 11/1/2023 11/1/2023	11/1/2024 11/1/2024 11/1/2024	Limit: Limit (Occ/Agg): Deductible:	\$375,000 \$2,000,000 \$10,000

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
***SAMPLE***	Authorized Representative

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Policy Number: AS2-Z91-473583-023

Issued by: Liberty Mutual Fire Insurance Co.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

### Schedule

## Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

## **Regarding Designated Contract or Project:**

Per written agreement.

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

## The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

### **SCHEDULE**

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ 500 FC

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

## Name of Person or Organization:

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.

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

- A. Section II Who Is An Insured 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.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
  - 2. Exclusions

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

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

Countersigned by

Authorized Representative

Issued

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

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an 'occurrence' or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.
Information required to complete this Schedule, if not sho	 wn above, will be show

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

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

### However:

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

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

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

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

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

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## 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 Person or Organization:
All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.
Location And Description of Completed Operations:
Additional Premium:
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
Section II – Who Is An Insured 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 work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".
Countersigned by
Authorized Representative
Issued



## SUBROGATION AMENDMENT ENDORSEMENT

It is understood and agreed that the Section of the Policy entitled **CONDITIONS**, the Condition entitled Subrogation, is deleted in its entirety and replaced by the following:

Subrogation

If any of you have rights to recover amounts from another, those rights are transferred to us to the extent of our payment. You must do everything necessary to secure these rights and must do nothing after a claim is made to jeopardize them. We hereby waive subrogation rights against any person or organization with whom the Named Insured has made a written agreement, prior to a claim or circumstance, to waive such rights, to the extent provided in such agreement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA83662XX (Ed. 10-15)

Page 1 of 1

Insured Name:

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Policy No: CSB6072429008

Endorsement No: Effective Date:



### ADDITIONAL INSURED WITH PRIMARY/NON CONTRIBUTORY PROVISION ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

The Section of the Policy entitled COVERAGE, the sub-section entitled DEFENSE & SETTLEMENT is amended by the addition of the following:

## Additional Insured with Primary/Non-Contributory Provision

- I. We also have the right and duty to defend a claim against any person or organization whom you are required to add as an additional insured under this Policy under a written contract or written agreement, provided such contract or agreement:
  - is currently in effect or becomes effective during the term of this policy;
  - was executed prior to the bodily injury or property damage for which such additional insured seeks coverage; and
  - 3. expressly requires making the person or organization an additional insured for pollution coverage such as is provided by this policy.
- II. The insurance provided to the additional insured is limited as follows:
  - The person or organization is an additional insured only with respect to liability for bodily injury or property damage:
    - caused entirely by your negligent acts or omissions or those of others working on your behalf; and
    - b. for which you would be covered under this policy, if the claim had been brought against you.
  - If defense of such a claim results in the additional insured's legal obligation to pay compensatory damages for bodily injury or property damage described in paragraph 2.a. above, then subject to all of the terms and conditions of this policy, we will pay such damages in excess of the self-insured retention up to the applicable Limit of Liability.
  - 3. This insurance is excess of all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by written contract or agreement to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
  - 4. Any coverage granted by this provision shall apply only to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

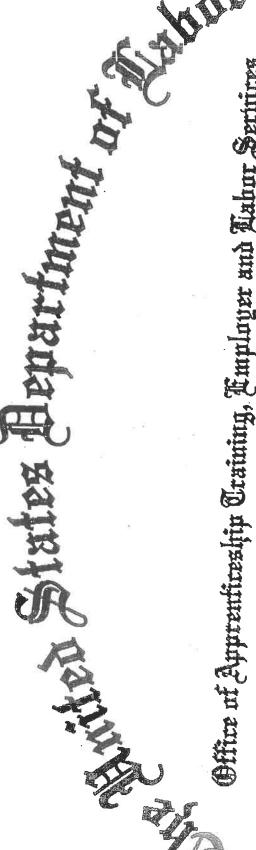
This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.





CNA90038XX (Ed. 01-18) Page 1 of 1 Policy No: CSB6072429008 Endorsement No: Effective Date:

Insured Name:



Office of Apprenticeship Craining, Employer and Jahor Sertnices Qureau of Apprenticeship and Craining

AMERICAN LINE BUILDERS AREA JOINT APPRENTICESHIP AND TRAINING Ohio, Virginia and the District of Columbia, Michigan and West Virginia) COMMITTEE (For the States of Indiana, Minols, Kentucky, Maryland, Certificate of Certification

Certified as part of the Kational Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Babor For all apprenticeable occupations listed in the Standards



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August 17, 1959