



Graphics / Banners

Contract Book

Part A – Invitation to Bid

Part B – Special Provisions to this Project

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Part A

Invitation for Bids

PROJECT LOCATION

This project is in the City of Blue Island within Cook County. It includes banner fabrication and installation along Western Avenue from 119th Street to Grove Street.

The total length along Western Avenue is approximately 8,342 feet (1.58 miles).

DESCRIPTION OF THE WORK

The work under this Contract shall consist of:

- Fabrication of new 2' x 8' banners and installation onto existing light poles along Western Avenue, including all necessary mounting hardware.

The work shall include all labor, materials, tools and equipment necessary for the proper execution and completion of the work as shown in the plans and as specified. It shall also include all work not specifically mentioned but which is reasonably and properly inferable and necessary for the completion of the work.

BID DOCUMENTS AND DELIVERY REQUIREMENTS

These Bid Documents contain two Parts, A & B. Part A contains the Instructions to Bidders and Part B contains Special Provisions particular to this Project. Both Parts should be reviewed thoroughly by the Bidder. All forms within Appendix A should be submitted with the returned bid and the blank spaces completed in a sealed envelope.

This Part A contains information relevant to the Bid Process. It describes:

- The work to be done as part of this Project,
- The bid documents, what needs to be returned as part of a valid bid, the procedures for return and the communication process during the bid stage
- A brief description of the Contract Documents and
- What the Award Criteria is.

Before submitting a bid, bidders should read all of the documents and specifications referred therein and familiarize themselves with all the requirements of same.

Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions possible and also conditions under which said work must be conducted.

Submission of a Proposal implies that the bidder is fully conversant with all requirements of Standard Specifications, Special Conditions, Standard Drawings, and site conditions. No claim for additional compensation will be considered or paid because of the Contractors negligence or failure to be so informed.

FORMS TO BE COMPLETED AND RETURNED FOR A VALID BID

The following Forms are to be completed at Bid Stage. They can be found in Appendix A-1. These are to be returned as part of a valid bid:

- BLR 12200R: Local Public Agency Formal Contract Proposal
- BLR 12200a Schedule of Prices

- BLR 12230: Proposal Bid Bond
- BLR 12326: Affidavit of Illinois Business Office

NO. OF COPIES

One (1) original of the bidder's proposal is required to be returned at the date specified in this document.

TIME AND PLACE FOR DELIVERY

The bid documents must be submitted in a sealed envelope addressed to:

Clerk's Office, City of Blue Island, 13051 Greenwood Avenue, Blue Island, IL 60406,

By: **10:00am, October 25, 2016**

QUERIES AND RESPONSES DURING THE BID PROCESS

If a bidder has a query on the contents of the bid documents, it is to be submitted by e-mail to Becky Mathis (bmathis@hitchcockdesigngroup.com) of Hitchcock Design Group. A response will be issued to all bidders containing the information of the query (but not the bidder's name) and the response which may contain an addendum to the bid documents. No responses will be issued within 3 days prior to the date for return of the bids and no queries will be considered if submitted within 5 days prior to the date for return of the bids.

QUALIFICATION

Bidders shall be qualified. The Proposal must not be accompanied by a cover letter or any other information not listed in this book.

PRICING RULES

The pricing rules for this bid process are as described within Form BLR 12200R – Local Public Agency Formal Contract Proposal contained in Appendix A-1.

DATE FOR COMPLETION

The number of working days specified for this project is **Ten (10)** for 2' x 8' banner installation on existing light poles. Banners shall be fabricated and installed by **December 6, 2016**. This shall be in accordance with Section 108.04 Standard Specifications for Road and Bridge Construction adopted April 1, 2016 by the Illinois Department of Transportation (IDOT)

DESCRIPTION OF CONTRACT DOCUMENTS

The Contract Documents will consist of the following:

- The accepted Bid and overall completed forms
- Special Provisions Particular to this Project (Part B)

- Plans and Drawings prepared by the Design Team (Hitchcock Design Group, Primera Engineers, and Selbert Perkins Design)
- Standard Specifications

The hierarchy of the documents is as listed. The accepted bids and all completed forms take precedence over all other documents, followed by the Special Provisions followed by the Plans and Drawings.

The Conditions of Contract to be used are the 'Standard Specifications for Road and Bridge Construction' adopted April 1, 2016, by the Illinois Department of Transportation as amended by the Special Provisions Particular to this Project.

In terms of technical issues the type of work being considered determines which Standard Specification should be followed. These are detailed in the Section below.

STANDARD SPECIFICATIONS

The following Specifications and other provisions together with the Special Conditions shall govern the construction of the proposed improvement and will be made a part of the Contract.

- A. "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, by the Illinois Department of Transportation (IDOT).
- B. "Supplemental Specifications and Recurring Special Provisions", current version by IDOT.
- C. "Standard Specifications for Water and Sewer Construction in Illinois", adopted 2014 / Seventh Edition.
- D. "Bureau of Local Roads and Streets, Special Provisions and Specifications", published by IDOT.
- E. "Bureau of Design & Environment Special Provisions", adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.
- F. "Manual on Uniform Traffic Control Devices for Streets and Highways", adopted by IDOT.

Appendix B of Part B contains the IDOT Index for supplemental specification and recurring special provisions which apply to this project.

Before submitting the proposal, bidders should read all the above mentioned documents along with the Special Conditions and familiarize themselves with all requirements of same.

Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted.

Submission of a Proposal implies that the bidder is fully conversant with all requirements of Standard Specifications, Special Conditions, Standard Drawings, and site conditions. No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

INDEMNIFICATION

To the greatest extent permitted by law, the Contractor agrees to indemnify, defend and save harmless the City and its agents, employees and consultants, from all loss or expense (including any and all costs and attorney's fees) by reason of liability imposed by law upon the City and its consultants, agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Contractor, the subcontractors of the Contractor, the City, and its consultants, agents and employees, except to the extent such injury or damage shall have been occasioned by the sole negligence or willful and wanton misconduct of the City and its agents or consultants, or employees, whether alone or in combination.

Responsibility for Damage Claims: The Contractor shall indemnify, defend, and save harmless the City its officers, employees and agents, from all suits, actions or claims of any character including the cost of defense and attorney's fees brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of said Contractor; or on account of, or in consequence of, any neglect in safeguarding the work by the Contractor; or through the use of unacceptable materials in constructing the work by the Contractor; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringement or patent, trademark or copyright by the Contractor or the materials it supplied, or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order or decree; and so much of the money due said Contractor under and by virtue of the contract as shall be considered necessary by the City for such purposes may be retained for the use of the City; or in case no money or insufficient money is due, the Contractor's surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the City.

INSURANCE

Insurance Requirements.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the City of Blue Island, Hitchcock Design Group, Primera Engineers, Ltd., Robinson Engineering, and Selbert Perkins Design named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B); and
- B. Owners and Contractors Protective Liability (OCP) policy with the City of Blue Island, Hitchcock Design Group, Primera Engineers, Ltd., Robinson Engineering, and Selbert Perkins Design as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Blue Island. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Blue Island, 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.

Other Insurance Provisions

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

- A. **General Liability and Automobile Liability Coverages**
 - 1. The City of Blue Island, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the

Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Blue Island, its officials, agents, employees and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the City of Blue Island, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Blue Island, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Blue Island, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City of Blue Island, its officials, agents, employees and volunteers as additional insured.
6. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by City of Blue Island. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Blue Island, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality (negotiable – may not be needed on smaller contracts with limited exposure).

C. All Coverage

Each insurance policy required shall have the City of Blue Island expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Acceptability of Insurers

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.

Verification of Coverage

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

Subcontractors

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

Assumption of Liability

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

Time of submission; certificate of insurance

At or before the time of execution of this agreement and prior to commencing any work activity on this project, the Contractor shall provide the City with certificates of insurance showing evidence the insurance policies noted within are in full force and effect giving the City of Blue Island at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for nonpayment of premium, in which case notice shall be 10 days. The Contractor shall provide any renewal certificates of insurance automatically to the City of Blue Island at least 30 days prior to policy expiration. The Contractor shall upon request of the City of Blue Island provide copies of any or all insurance policies.

INSURANCE EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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 |
|---|-----------------------------------|
| <p style="text-align: center; font-size: 48px; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p> | |
| | |

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.

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:

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 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.

INSURANCE EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
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) |
|--|
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

INSURANCE EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

INSURANCE EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

| | | |
|----------|---|--------|
| PRODUCER | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR | INSRE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|--|---------------|------------------------------------|-------------------------------------|---|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | <input type="checkbox"/> IWC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

| | |
|--------------------|---|
| CERTIFICATE HOLDER | CANCELLATION |
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |

INSURANCE EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy 1 coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your ongoing operations".

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

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

Original *Created-1/2002*
Revised-1/2005
Revised 1/2011

AWARD CRITERIA

The award of this contract will be made to the lowest responsible bidder. The City reserves the right to reject any or all non-conforming, non-responsive, unbalanced or conditioned bids, and to reject the bid of any bidder if the City believes that it would be in the best interest of the City not to award to that bidder. The City has the right to award this contract with the deletion or reduction of any item in its entirety or partially without claim by the Contractor for loss of profit or overhead.

Appendix A-1

Forms to be returned for a Valid Bid



Local Public Agency
Formal Contract Proposal

| | | |
|-----------------------|----------|----------|
| PROPOSAL SUBMITTED BY | | |
| Contractor's Name | | |
| Street | P.O. Box | |
| City | State | Zip Code |

STATE OF ILLINOIS

COUNTY OF Cook
 City of Blue Island
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE NO. Western Avenue
SECTION NO. _____
TYPES OF FUNDS City of Blue Island

SPECIFICATIONS (required)

PLANS (required)

For Municipal Projects
Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation

Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Cook
Local Public Agency City of Blue Island
Section Number
Route Western Avenue

Sealed proposals for the improvement described below will be received at the office of City Hall
City of Blue Island, 13051 Greenwood Avenue, Blue Island, IL 60406 until 10:00 AM on 10/25/2016
Address Time Date

Sealed proposals will be opened and read publicly at the office of City Hall
City of Blue Island, 13051 Greenwood Avenue, Blue Island, IL 60406 at 10:01 on 10/25/2016
Address Time Date

DESCRIPTION OF WORK

Name Graphics / Banners Length: 8,342 feet (1.58 miles)
Location Western Avenue from 119th Street to Grove Street.
Proposed Improvement 2' x 8' banner fabrication and installation on existing light poles on Western Avenue.

1. Plans and proposal forms will be available in the office of Hitchcock Design Group
100 S. Wacker Drive, Suite 700, Chicago, IL 60606
Address

2. Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond
d. BLR 12326: Affidavit of Illinois Business Office

RETURN WITH BID

5. There will be no quantities appearing in the bid schedule and any schedule on the plans are approximate. Payment to the Contractor will determine the actual quantities for the purposes of submitting a Unit Price Bid for work performed. The quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided and therefore a Schedule of Prices has been included for this contract.
6. Submission of a Unit Price Bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

Page left intentionally blank

RETURN WITH BID

PROPOSAL

County Cook
Local Public Agency City of Blue Island
Section Number
Route Western Avenue

1. Proposal of
for the improvement of the above section by the construction of Graphics / Banners for 2'x8' banner fabrication and installation onto existing lightpoles on Western Avenue from 119th Street to Grove Street.

a total distance of feet, of which a distance of 8,342 feet, (1.58 miles) are to be improved. Hitchcock Design Group, 100 S. Wacker Dr. STE 700, Chicago, IL 60606

2. The plans for the proposed work are those prepared by and approved by the Department of Transportation on

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 10 working days or by December 6, 2016 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Carmine Bilotto Treasurer of City of Blue Island

The amount of the check is 10% of the total Unit Price Bid (Base Bid) ().

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number

8. The successful bidder at the time of execution of the contract be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total Unit Price Bid for the Contract. If a unit price is omitted, the total Unit Price Bid price will be deducted from the contract with the contract unit price and a agreed upon quantity.

10. A bid will be declared unacceptable if neither a unit price nor a total Unit Price Bid price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this Unit Price Bid contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Cook
Local Public Agency City of Blue Island
Section Number
Route Western Avenue

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. Debt Delinquency. The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. Bid-Rigging or Bid Rotating. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. Bribery. The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. Interim Suspension or Suspension. The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Cook
Local Public Agency City of Blue Island
Section Number _____
Route Western Avenue

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Inset Names of Officers



President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary

RETURN WITH BID



SCHEDULE OF PRICES

County Cook
 Local Public Agency City of Blue Island
 Section N/A
 Route Western Avenue

Schedule for Multiple Bids

| Combination Letter | Sections Included in Combinations | Total |
|--------------------|-----------------------------------|-------|
| | | |
| | | |
| | | |

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

| Item No. | Items | Unit | Quantity | Unit Price | Total |
|----------|---------------------------|------|----------|------------|-------|
| 1 | TRAFFIC CONTROL COMPLETE | LS | 1 | | |
| 2 | BANNER, 2'X8' (BASE BID) | EACH | 99 | | |
| 3 | BANNER, 2'X8' (ALTERNATE) | EACH | 99 | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
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| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| | | | | | |

ITEMS 1 AND 2, COMPLETE, INPLACE FOR THE TOTAL AMOUNT OF:

DOLLAR \$ CENTS

ITEMS 1 AND 3, COMPLETE, INPLACE FOR THE TOTAL AMOUNT OF:

DOLLAR \$ CENTS



Route Western Avenue
County Cook
Local Agency City of Blue Island
Section

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

By: _____ (Company Name)
By: _____ (Company Name)
(Signature and Title) (Signature and Title)

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

Surety

By: _____ (Name of Surety)
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____ (Notary Public)

ELECTRONIC BID BOND

[] Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code (grid)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



Affidavit of Illinois Business Office

County Cook
Local Public Agency City of Blue Island
Section Number N/A
Route Western Ave

State of _____)
) ss.
County of _____)

I, _____ of _____, _____,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

- 1. That I am the _____ of _____ bidder.
officer or position
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, _____, will maintain a
(bidder)
business office in the State of Illinois which will be located in _____ County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the
construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois
Procurement Code.

(Signature)

(Print Name of Affiant)

This instrument was acknowledged before me on _____ day of _____, _____.

(SEAL)

(Signature of Notary Public)

Appendix A-2

Cook County Prevailing Wages

Insert Cook County Prevailing Wages

Part B

Special Provisions

**DETAIL SPECIFICATIONS
FOR
GRAPHICS / BANNERS**

The following Detail Specifications supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (hereinafter referred to as the Standard Specifications); the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2016; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on date of invitation for bids; "BDE Special Provisions" indicated on the Check Sheets included herein which apply and govern this project and the City of Blue Island requirements in effect on the date of invitation for bids. In case of conflict with any part or parts of said Specifications, these Detail Specifications take precedence and shall govern.

DEFINITION OF TERMS

In addition to the definitions included in Section 101 of Standard Specifications, the following shall apply:

City - shall be the City of Blue Island.

Engineer – The Design Team (Hitchcock Design Group, Primera Engineers, Ltd., and Selbert Perkins Design).

Inspector - The City's Representative.

Municipality - shall be the City.

101.14 Department:

Shall be replaced with the: The Department is the City of Blue Island.

101.16 Engineer

Shall be replaced with the: The Design Team (Hitchcock Design Group, Primera Engineers, Ltd., and Selbert Perkins Design).

101.19 Inspector

Shall be replaced with the: The City's Representative.

101.34 Resident Engineer/ Resident Technician

Shall be replaced with the: The City's Representative.

COOPERATION WITH UTILITIES

In addition to the following sections, the Contractor shall comply with Article 105.07 of the Standard Specifications.

- A. Location of Facilities Not Shown on Plans. The Contractor is advised that various underground and surface utilities and other facilities may or may not be shown on the plans. The locations and dimensions of such facilities where shown do not purport to be absolutely correct. Such facilities are plotted on the plans for the information of the Contractor, but information so given is not to be

construed as a representation that such facilities will be found or encountered exactly as plotted. Other facilities and structures may also be encountered which are not shown on the plans. The City and its Representative assume no responsibility whatever in respect to the sufficiency or accuracy of the information shown in the plans relative to the presence or location of such facilities.

- B. Contractor Responsible for Locating Facilities. Before beginning work, it shall be solely the Contractor's responsibility to coordinate with the utility or other facility Citys and to determine the actual location of all such facilities. The Contractor shall also obtain from the respective companies detailed information relative to the location of their facilities and the working schedules of the companies for removing or adjusting them.
- C. Maintain Facilities in Operating Condition. The Contractor shall maintain in operating condition all utilities and other facilities encountered in the work except as specifically noted by the Contract Documents. The Contractor shall be entirely responsible for all damages to utilities during the prosecution of the work and shall be liable for damages to public or private property resulting therefrom, which amount may be deducted from any monies due the Contractor for work done. Any damage to existing utilities and other facilities as a result of the Contractor's construction operations shall be repaired to the satisfaction of the Facility of City at the Contractor's expense, whether or not said facilities are shown on the plans.

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

- D. Notification Requirement for Damages to Utilities and Facilities.

Utilities: In the event that any type of utility or other facility line is damaged, the Contractor shall notify the appropriate facility company of the damage. The Contractor shall notify the facility company of such damage immediately and not later than ten (10) minutes of its occurrence unless unusual or extreme conditions prevent the Contractor from making notification.

SUBLETTING OF CONTRACT

In addition to the requirements of Article 108.01 of the Standard Specifications within fifteen (15) days after the Notice of Award of contract, the Contractor shall submit for approval to the City's Representative a list of all the sub-contractors that are to be performing or constructing any type of work in this Contract. The list shall include the sub-contractor's name and address, and the type and amount of work to be performed by the subcontractor.

PROGRESS SCHEDULE

The provisions of Article 108.02 of the Standard Specification should be modified to read as follows:

"The Contractor shall submit a Progress Schedule to the City's Representative for approval not more than 14 working days after the Notice of Award of the Contract. This schedule will show the order in which the Contractor proposes to carry on the work, the dates on which he will start controlling items, and the contemplated dates for completing controlling items. The Contractor's submission may be a critical path flow chart, bar graph or other appropriate device of the Contractor's choice, and shall clearly indicate the various types of work to be in progress at any point through the term of the Contract. The Progress Schedule shall show that each of the stages of the Contract will be substantially completed within the time provided in the Contract Documents. The Contractor will be required to include a statement regarding the number of days per week and the number of hours per day which he plans to work.

WORKING DAYS

The requirements of Article 108.04 of the Standard Specifications shall be modified such that a working day shall be defined as any calendar day between January 1st and December 31st inclusive except Saturdays, Sundays or holidays observed by the Contractor's entire work force in Illinois.

In addition to the requirements of Article 108.04 of the Standard Specifications, the following restrictions shall apply:

No work shall be performed which requires the temporary stoppage of traffic for any reason between the hours of 7:00 am to 9:00 am and 4:00 pm to 6:00 pm Monday through Friday. Additionally, construction tools and equipment can be operated only from 8:00 am to 8:00 pm weekdays and from 8:00 am to 4:00 pm Saturday or as directed by the City of Blue Island.

For this contract all work shall be completed by the Contractor to the satisfaction of the City within **Ten (10)** days for the new 2' x 8' banner installation on existing light poles on Western Avenue. Working days shall begin after notification in writing to start work. Banners shall be installed by December 6, 2016.

PARTIAL PAYMENTS AND RETAINAGE

In addition to the requirements of Article 109.07 of the Standard Specifications and at the Contractor's discretion, once each month the Contractor will formulate and submit to the City of Blue Island an approximate estimate, in writing, of materials in place complete, the amount of work performed, and the value thereof, at the contract unit price.

Partial Payments shall be paid to the contractor in accordance with article 109.07(a) of the Standard Specifications except as modified herein:

- A. **Retainer.** A maximum retainer of 10% of the total contract price will be administered to all partial payments.

- B. **Retainer Time frame.** The City shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

Payment will not be made until satisfactory waivers of lien are received and approved by the City.

ACCEPTANCE AND FINAL PAYMENT

In addition to the requirements of Article 109.08 of the Standard Specifications, the Contractor will be responsible for formulating and submitting to the City's Representative the final estimate and invoice, in writing. This invoice will be reviewed by the City's Representative and revised, if necessary, to show "As-built" quantities and dimensions. The City's Representative will then forward the final invoice or revised final invoice to the Corporate Authorities of the City for approval and acceptance of work.

Payment will not be made until satisfactory waivers of lien and certified payrolls are received and approved by the City.

CONTRACT CLAIMS

Claim and Dispute Resolution: ALTERNATIVE DISPUTE RESOLUTION.

- A. **Manner of Asserting Claims or Disputes.** The Contractor shall bring all disputes or claims it has to the attention of the City for resolution, including all matters relating to the execution and satisfactory completion of the work. The claim or dispute shall be in writing and specifically detail the claim or dispute. The claim or dispute must be asserted within twenty-one (21) calendar days of the date the event resulting in the claim or dispute occurred unless sooner required by the Standard Specifications, or the claim or dispute is waived.
- B. **Handling.** The City or his designee shall review the asserted claim or dispute and respond to the Contractor in writing as to whether the claim or dispute is sustained, rejected or if additional information is necessary to review the claim. In the event the City determines that the claim should be sustained, appropriate documentation will be prepared for the file, or a Change Order will be prepared for handling pursuant to standard City procedure.
- C. **Appeal to City.**
1. **Notice.** In the event the City determines that the claim is rejected, the City shall state in writing the basis for rejection of the claim. Thereafter, the Contractor may seek review of that decision by the Community Development Director or his designee. The request for review by the City shall be in writing and made within seven (7) calendar days from the date of the City's determination or else the claim or dispute shall be waived. The request for review shall contain the following:
 - a. A statement specifying that a dispute has occurred;

- b. A statement of the Contractor's position and a summary of evidence and arguments supporting that position;
 - c. The name and title of the senior executive who will be representing the Contractor; and
 2. **Meeting.** Upon receipt of the Request for Review, the City shall arrange for a meeting in Blue Island, Illinois at a mutually acceptable time and place. The meeting shall include at least the Contractor's Job Site Agent and appropriate City staff to address the dispute. The parties shall bring supporting documentation for their claims and disputes and meet as necessary to resolve the dispute or claim.
 3. **Resolution.** The City shall render a decision concerning the claim or dispute and, if necessary, prepare a written statement of final determination. In the event the City resolves the matter in favor of the Contractor, staff shall prepare appropriate documentation or a Change Order for handling pursuant to standard City procedure. In the event the City resolves the matter against the Contractor, the statement of final determination shall include the selection of one (1) of the methods of ADR submitted by the Contractor in its Request for Review.
 4. **ADR.** In the event the Contractor is not satisfied with the final determination by the City, and Contractor has not otherwise waived its claim in the manner provided herein, Contractor shall retain any rights it otherwise may have in accordance with Illinois Law with regard to said claim.
 5. **Failure to Participate.** In the event the Contractor fails to participate in any part of this process, it shall thereby waive the asserted dispute or claim.
- D. **Good Faith and Continued Performance.** Throughout resolution of any claims or disputes, the parties will exercise principals of good faith and fair dealing. The parties acknowledge that certain dispositions and remedies will require approval by the Blue Island City Council, thus immediate action may not be available. That notwithstanding, the parties will continue to perform all requirements of the contract pending a resolution of the dispute or claim.
- E. **Guarantee Period.** The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing, by the City's Representative after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the City's Representative. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year. This Section may be further amended in individual technical specifications.

WORKER'S COMPENSATION INSURANCE

In addition the requirements of Article 107.02 of the Standard Specifications, Certificates of Insurance shall be presented to the City within fourteen (14) days after the receipt by the Contractor of the Notice of Award and the unexecuted Contract, it being understood and agreed that the City will not approve and execute the Contract until acceptable insurance certificates are received and approved by the City.

TRAFFIC CONTROL COMPLETE

Description

This work shall consist of providing the necessary traffic control personnel and devices and the installation, maintenance, relocation and removal of these devices during construction of the improvement. The City of Blue Island will be responsible for notifying the public, and all necessary public and service agencies for road closures and changes in the traffic maintenance plans.

A. General.

1. This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.
2. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

B. Keeping the Road Open to Traffic.

1. Traffic shall be permitted to use the road at all times. All construction operations shall be arranged to facilitate the movement of traffic through or around the zone.

C. Quality of Traffic Control Devices.

1. Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zones in accordance with Traffic Control Standard 701901.

D. Placement of Traffic Control Signs and Devices.

1. The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from

the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction state to another. When the Contractor elects to cover conflicting or inappropriate signing materials used, he shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet the approval of the City's Representative.

2. The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the City's Representative, the Contractor shall remove all traffic control devices, which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the City's Representative.
3. The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays.

E. Signs

1. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.
2. Flashing lights shall be used on each approach in advance of the work area and installed above the first two signs in each series during the hours of darkness.

F. Lights on Barricades.

1. All barricades, drums and vertical panels shall be equipped with a flashing light when used during hours of darkness.

G. Placement and Removal of Signs and Barricades.

1. Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the City Representative.

H. Pedestrian Sidewalk Control.

1. The Contractor shall install, maintain and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with Traffic Control Standard Case 701801.
2. All barricades shall be Type I and II equipped with a flashing light. At each point of closure, sufficient number of barricades shall be used to completely close the sidewalk to pedestrian movement.

3. Generally, where construction activities involve the intersection of two streets, the work shall be staged so that both sidewalks (cross walks) are not out of service at the same time. Pedestrian traffic control shall be pre-approved by the City Representative.

I. Public Safety and Convenience.

1. The Contractor shall provide a telephone number where the Contractor's Job Site Agent can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the City concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.
2. When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner, which will not be hazardous to, or interfere with traffic and shall not park or stop except within designated work areas.
3. Personal vehicles shall not park within the grassy area of public right-of-way except in specific areas designated by the City Representative.
4. The Contractor shall maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to Cities of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered, as incidental to the contract, and no additional compensation will be allowed.

J. Compliance with Parking Regulations.

1. This is interpreted to mean that while actual construction work is in progress, vehicles necessary for the production of the work may temporarily park or stop in locations in the immediate vicinity of the work site. Vehicles and equipment include those vehicles and equipment owned or leased by the Contractor and his employees which are actively used in the construction activity. This exemption does not apply to any vehicle or equipment, which is not essential to the actual progress of the construction. (e.g., a vehicle owned by the employees of the Contractor used to transport the employee to the job site or to his home but not used to carry tools actively used on the project site). These vehicles must be parked according to posted regulations and are subject to any meter fees.

K. Closing Streets to Through Traffic.

1. No streets may be closed to through traffic without the permission of the City of Blue Island. There may be construction locations at which the work could be accomplished in less time if a road closure is

permitted. At those locations, the Contractor may propose a road closure and identify the exact type of traffic control signage proposed. Roads may not be closed unless approved by the City's Representative and provided there is a reasonable convenient detour route available and provided work is continuous. Minimum working day is 8 hours per day 5 days per week when roads are closed.

2. The method of signage should conform to one of several IDOT Traffic Control Design Standards. The City's Representative shall have the right to approve or deny any requested road closure. No road closure will be permitted without the approval of the City's Representative. The following procedure shall be used:
 - a. The Contractor shall confer with the City's Representative a minimum of five working days in advance of any proposed road or street closure.
 - b. Temporary no parking signs will be provided by the City and posted by the Contractor a minimum of 24 hours prior to the time that they must be enforced. A 48-hour posting period is desired.
 - c. Handbills (notices) prepared by the City stating the time of the closure and estimated duration shall be distributed by the Contractor to every residence, which will be affected by the closure. Handbills (notices) shall be placed on the windshields secured by the wiper blade of every parked car on the street, which will be affected by the closure. Handbills shall be distributed a minimum of 48 hours in advance of any closure.
 - d. When the operation extends through an intersection, the appropriate Highway Standard approved by the City's Representative shall be erected on the side street to safeguard the traffic.
 - e. Keeping Entrances Open. At least one entrance shall be kept open at all times for properties, which have more than one existing entrance. Any other entrances that are 20 feet wide or wider shall have half of its width left open so that traffic will be allowed to use the portion of the entrance that is not obstructed or under construction.
 - f. Any inconveniences, delays or costs incurred by the Contractor in complying with these Special Provisions will be considered to be incidental to the contract and no additional compensation will be allowed.

L. Failure to Comply With Traffic Control Requirements

The primary concern of the City is to maintain a safe traveled way for the public and a safe environment for the worker in the construction zone. The Contractor is expected to comply with the contract documents and Directives of the City concerning traffic control protection.

M. Traffic Control Plan

The Contractor shall submit a written traffic control plan with ten (10) days of bid award. Traffic control shall be in accordance with the applicable

sections of the Standard Specifications and Supplemental Specifications, the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", these Special Provisions, and the special details and Highway Standards contained herein.

Measurement and Payment

All work described and referenced herein shall be measured for payment at the contract lump sum price for TRAFFIC CONTROL COMPLETE. This price shall be considered payment in full for all labor, materials, transportation, handling and incidental work necessary to furnish, install, relocate, maintain and remove all traffic control devices as required by the traffic control plan, and as approved by the City's Representative, for the duration of the contract. Delays to the Contractor caused by complying with these requirements shall be included in the cost of the Unit Price, and no additional compensation will be allowed. No separate payment will be made for complying with the provisions of Standard 701011, 701101, 701301,701311,701501,701701,701801, and 701901.

SIGNAGE

Description. Work under this item shall consist of providing all labor, tools, equipment and materials necessary to furnish, deliver and install exterior grade, digitally printed banners and all mounting hardware as shown in the Contract Plans and as herein specified, all complete and subject to the terms and conditions of the Contract, and as directed by the Engineer.

This item includes furnishing and installing ornamental exterior grade, digitally printed banners on existing light poles and all mounting hardware, consisting of support collars, banner arms and finials, banner arm tab collars, bracelets, clamps, hardware and attachments.

Light pole banner artwork shown on the Contract Plans for this project is not yet approved by the City, and is subject to change. Final banner design (master-sign-artwork) will be provided to the Contractor by the City. Banner fabrication for banner design shown in the Contract Plans is as follows:

- A. Exterior grade, digitally printed, double faced, banner with 18 ounce blackout vinyl and stitch around the entire perimeter, providing concealed banner pocket at top and bottom for hardware. Provide protective overlaminates, matte finish, and wind slits as necessary.
- B. Banner hardware shall feature "spring" load mechanism to allow for banner movement.
- C. Anchoring accessories, such as stainless steel straps, tubes and couplings, stainless steel tab collars, neoprene gaskets and all other hardware and materials required to complete, assemble and install each fabrication.

General Requirements.

Fabricator Qualifications: Provide exterior grade banners by a firm specializing in the type of work shown on the Contract Plans and described herein as evidenced by past experience. Upon request, the fabricator must submit such required evidence to the Engineer establishing compliance with the specified experience.

Fabricator Responsibilities: Provide banner fabrications and accessories of the assembly by a firm having undivided responsibility for the design, fabrication and installation as shown on the Contract Plans and specified herein.

Source Limitations: Obtain banner fabrications through one source from a single manufacturer.

Codes and Standards: Comply with all applicable federal, state and local structural and electrical codes and standards.

Permits: Contractor shall be responsible for securing all sign permits, including payment of fees, required by the governing municipal offices for the installation of all exterior signage.

Graphics: Digital output ready graphics of master-sign-artwork will be supplied to the Contractor by the City. The Contractor will develop finished artwork and all necessary attachments for the final-sign-artwork.

Banner Artwork.

Definitions:

- A. **Master-Sign-Artwork:** Electronic format graphic design images, provided by the City through design consultants, for use in generating final-sign-artwork electronic files.
- B. **Final-Sign-Artwork:** Electronic format graphic design images, prepared by the Contractor through sign fabricator, incorporating message schedule information and master-sign-artwork.

Assembly Description.

- A. **Structural Performance:** Provide engineering services as required to comply with current AASHTO regulations in regards to structural and loading requirements, including self-imposed dead loads and applied live loads for attached banners, including all wind and gust factors.
 - 1. Contractor to provide final structural design for all banner arm hardware. Shop drawings shall be sealed by a licensed Structural Engineer in the state of Illinois.
- B. **Banners:** Provide banners fabricated and printed in shapes and form indicated on the Contract Plans and as specified in this section.
 - 1. **Materials:** Exterior grade, digitally printed, double faced banner with 18 ounce blockout vinyl and stitch around the entire perimeter, providing concealed banner pocket at top and bottom for hardware.

2. Corrosion Control: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
3. Support Collar: Fabricate support collars capable of supporting self-imposed dead loads and applied live loads, as necessary to achieve secure, permanent anchorage, and that are resistant to theft and vandalism.
 - a. Provide additional fasteners as required to resist loads and to achieve a complete installation.

C. Banner Assembly shall be designed to accommodate permanent attachment to respective poles in configurations indicated on the Contract Plans. The assembly shall include attachment of new banners.

D. Banner Assembly consists of one banner as shown in the Contract Plans and master-sign-artwork, installed on the **pedestrian side** of the existing light poles. Banner Assembly mounts to banner arm pairs through the use of stainless steel banner arm tab collars.

E. All existing banner hardware and arms shall be removed and returned to the City.

Submittals.

The Contractor is required to develop a complete list of the required submittals, mock-ups, certifications and any other items requiring the review and acceptance of the City, in order to expedite the review and acceptance process. The list must show dates when submittals will be provided, and the dates the Contractor expects to obtain acceptance of the items. It is the responsibility of the Contractor to develop this submittal schedule such that adequate notifications, review time and successive iterations of submittals do not delay the work. Submittals will be reviewed only after this schedule has been agreed upon in writing by the City.

Product Data: For each product specified herein or on Contract Plans, including finishing materials and methods.

Final Sign Artwork: Submit electronic files of final banner graphics for each banner design for approval by the City, including required messages, colors, illustrations and other components required for final banner production.

- A. Submit electronic files in program format matching format of master-sign-artwork provided.
- B. Submit hard copies of electronic files.
- C. Submit one (1) full-size print for each banner type and composition (potentially up to six (6) vertical). These shall be reviewed by the City, and once approved may installed as a final banner installation.

Shop Drawings: Detail fabrication and installation of banners, including plans, elevations, sections and details of components and their connections. Indicate materials, profiles of each fabrication member and fitting, joinery, finishes, fasteners,

anchorages and accessory items. These drawings must be entirely new and not mark-ups or reproductions of Contract Plans or copies thereof.

- A. Minimum 1" = 1'-0" scaled color print of each item as shown and specified on the Contract Plans.
- B. Details: Lettering, graphics, metal materials, dimensions, gages, finishes, methods of fabrication, fasteners, fittings, accessories, supports, framing and anchors. Show adjacent construction and method of anchorage of fabricated items.
- C. For installed products indicated to comply with design loads, include structural analysis data, signed and sealed by the licensed structural engineer in the state of Illinois responsible for their preparation.
- D. Include setting drawings, templates and directions for installation of anchor bolts and other anchorages.
- E. Subsequent iterations for submittal will be incidental to this item.

Samples:

- A. Graphic Approval Samples: Submit 12" x 24" sample of typical section of light pole banner for approval of quality, finish and color fidelity of all colors shown.
- B. Fasteners: Provide samples for each type of fastener indicated and proposed to be incorporated into the Work.

Maintenance Data: For installed products, including precautions against harmful cleaning material and methods.

Materials.

Material for BANNER, 2' x 8' (BASE BID): Exterior grade, digitally printed, double faced banner with 18 oz. blockout vinyl and stitch around the entire perimeter, providing concealed banner pocket at top and bottom of hardware. Provide overlamine, matte finish, and wind slits as necessary.

Material for BANNER, 2' x 8' (ALTERNATE): Exterior grade, digitally printed, perforated mesh banner material.

Banner hardware: Provide "spring" load mechanism to allow for banner movement.

Approved banner hardware for reference only:

Britten Studios Banner Hardware

<http://www.brittenstudios.com/>

Provide equal or better

Fasteners: Use fasteners fabricated from same basic metal or alloy as the metal fastened, and finished to match in color and texture, unless otherwise specified. Comply

with Federal Specification (GSA) FF-S-92 for machine screws. Do not use metals that are corrosive or incompatible with joined materials.

Provide bracelets, brackets, plates, straps, tubes, gaskets, tension cables, and couplings with each fabricated assembly, as may be required for proper support and anchorage to the construction and for other work. Cut, reinforce, drill and tap fabricated metal work as may be required to receive other items of work.

Fabrication. Fabricate and assemble all items in the shop and mark each item to ensure proper installation at the project site. Disassemble for shipment only to the extent required by shipping limitations.

Use proven details of fabrication, as required to achieve proper assembly and alignment of the various components of the work. Provide finished fabrications with surfaces exposed to view, which do not exhibit stains, marks, discolorations or other imperfections on the finished units.

- A. Fabricate banners to required shapes and sizes. Provide components in sizes and profiles indicated, but not less than that required to support structural loads.
- B. Lettering: The Contractor shall be responsible for the quality control of all lettering. All letterforms shall be crisp. All lettering shall conform to approved typeface, weight and letter spacing. No substitutions of typeface, foundry, brand or version or implementation technique will be accepted without prior approval.
- C. Graphic Application:
 - a. Preparation: Surfaces to receive the graphic markings shall be clean, dry, and otherwise made ready for application of the materials. Accurately measure and lay out the required marking configurations as indicated.
 - b. All graphics shall be applied using photo process screens from camera ready art, arranged to furnish sharp and solid images without build-up or bleeding of the coating. Comply with coating manufacturer's application instructions. Provide proper type of primer to suit each substrate and obtain a permanent bond. Verify compatibility of each substrate with the coatings to be used in the Work. Apply the markings with neat edges, minimum 3 mils (0.075 mm) dry film thickness and as required to obtain solid markings without voids.
- D. Provide necessary anchors and accessories for assembly of units. Use concealed fasteners wherever possible.
- E. Provide support framing, mounting and attachment clips, splice sleeves, fasteners and accessories needed to install formed-metal fabrications.

Delivery and Handling. Deliver fabrications to the project site clearly marked for proper identification. Wrap fabrications to protect finish from damage during delivery, storage and handling. Deliver to site when supporting construction is completed and prepared for fabrication installation.

Handle materials at the job site in such a manner as to prevent damage. Immediately remove from the job site damaged or otherwise unsuitable material when so ascertained.

Examination and Preparation. The Contractor must examine all parts of supporting structures and conditions under which banners are to be erected, and notify the City in writing of conditions detrimental to proper and timely completion of the work. Correct conditions that affect the proper installation of the banners. Fabrication and/or installation of banners and associated items constitutes acceptance of the existing conditions by the Contractor.

Field Measurements. Where banners are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the work.

Installation.

The location of signs as shown on the Banner Location Plans are for general reference only and in some cases is not representative of the exact final location. Final locations of Banners shall be field located in coordination with the City and Engineer. Contractor shall arrange for meetings at the Project to accommodate direction of final locations according to the project construction schedule.

Examine all surfaces and conditions of the installation to receive banners. Installation of the banners and associated construction constitutes acceptance of the existing materials and conditions.

Verify dimensions and conditions of the supporting structures at the project site.

Provide protection of in-place construction, surfaces and materials which can be damaged during the installation of this work. Patch, repair or replace any such construction damaged during the work of this section as reviewed and approved by the City at no additional cost to the City.

Set banners accurately as measured from established building lines and levels, plumb and in true alignment with existing and previously completed new work. Allow for expansion and contraction of materials.

Anchor banners securely in place in the manner shown on the final reviewed shop drawings and the final reviewed mock-up samples, using specified anchors. Separate aluminum and steel fabrications using plastic washers.

Remove all existing banner hardware and arms not used to support the new banners and return to the City.

Corrosion protection: Coat concealed surfaces of aluminum, zinc-coated and nonferrous metals that will come into contact with dissimilar metals with a heavy coat of bituminous paint.

Warranty.

Submit a 5-year written warranty (effective the date of final acceptance) covering all signs, notarized by the Contractor and Installer, agreeing to repair or replace defective banners. Upon notification, Contractor shall make repairs or replacement at the convenience of the Owner. Defective shall include the following:

1. "Excessive fading" – a change in the appearance which is perceptible and objectionable as determined when visually compared with the ordinal color range standards.
2. "Excessive non-uniformity" – non-uniform fading to the extent that adjacent panels have a color difference greater than the original acceptable range of colors.
3. "Will not corrode" – no type of corrosion, discernable from a distance of 10' (3m) resulting from natural elements in the atmosphere at the project site.

Method of Measurement and Payment. Work under this item will be measured for payment in place for EACH BANNER 2'X8' (BASE BID) or EACH BANNER 2'X8' (ALTERNATE) assembly furnished and installed. Each banner assembly will consist of one double sided banner panel, and all hardware necessary to attach banners to existing light poles, including banner arms and all banner arm hardware for new banners. Cost will include all hardware necessary to attach banners to existing light poles.

APPENDIX B

DISTRICT ONE SPECIAL PROVISIONS

Public Convenience and Safety (Dist 1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

IDOT LOCAL ROADS SPECIAL PROVISIONS

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004
Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.