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Letting January 17, 2025

Notice to Bidders, Specifications and Proposal



**Contract No. 61K87
COOK County
Section 19-00140-00-FP (Maywood)
Route MUN 2090 (19th Avenue)
Project 90KB-677 ()
District 1 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



**Illinois Department
of Transportation**

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. January 17, 2025 at which time the bids will be publicly opened from the iCX SecureVault.
2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 61K87
COOK County
Section 19-00140-00-FP (Maywood)
Project 90KB-677 ()
Route MUN 2090 (19th Avenue)
District 1 Construction Funds**

Reconstruction of 19th Avenue from Oak Street to Madison Street in Maywood.

3. **INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-25)

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BDE SPECIAL PROVISIONS

The following special provisions indicated by an "X" are applicable to this contract. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	137	<input checked="" type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		<input type="checkbox"/>	Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
80173		<input type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426		<input type="checkbox"/>	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80241		<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
50531		<input type="checkbox"/>	Building Removal	Sept. 1, 1990	Aug. 1, 2022
50261		<input type="checkbox"/>	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
* 80460	140	<input checked="" type="checkbox"/>	Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
80384	151	<input checked="" type="checkbox"/>	Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
80199	155	<input checked="" type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80461		<input type="checkbox"/>	Concrete Barrier	Jan. 1, 2025	
80453		<input type="checkbox"/>	Concrete Sealer	Nov. 1, 2023	
* 80261	156	<input checked="" type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
* 80029	158	<input checked="" type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
80229		<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80452		<input type="checkbox"/>	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
80447		<input type="checkbox"/>	Grading and Shaping Ditches	Jan 1, 2023	
80433		<input type="checkbox"/>	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
* 80456		<input type="checkbox"/>	Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
80446	161	<input checked="" type="checkbox"/>	Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438		<input type="checkbox"/>	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
80450		<input type="checkbox"/>	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	163	<input checked="" type="checkbox"/>	Performance Graded Asphalt Binder	Jan 1, 2023	
80459		<input type="checkbox"/>	Preformed Plastic Pavement Marking	June 2, 2024	
34261		<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80455	168	<input checked="" type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
80445		<input type="checkbox"/>	Seeding	Nov. 1, 2022	
80457	170	<input checked="" type="checkbox"/>	Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
* 80462	174	<input checked="" type="checkbox"/>	Sign Panels and Appurtenances	Jan. 1, 2025	
80448	175	<input checked="" type="checkbox"/>	Source of Supply and Quality Requirements	Jan. 2, 2023	
80340		<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127		<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	176	<input checked="" type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	177	<input checked="" type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
* 80463	178	<input checked="" type="checkbox"/>	Submission of Bidders List Information	Jan. 2, 2025	
80437	179	<input checked="" type="checkbox"/>	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
80435		<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
20338	181	<input checked="" type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429		<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	184	<input checked="" type="checkbox"/>	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80458		<input type="checkbox"/>	Waterproofing Membrane System	Aug. 1, 2024	
* 80302	185	<input checked="" type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
80454		<input type="checkbox"/>	Wood Sign Support	Nov. 1, 2023	
* 80427	186	<input checked="" type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
80071		<input type="checkbox"/>	Working Days	Jan. 1, 2002	

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, herein referred to as the Standard Specifications, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the Manual of Test Procedures for Materials in effect on the date of invitation for bids, herein referred to as the Specifications, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern the construction of:

**19TH AVENUE
MADISON STREET TO OAK STREET
PROJECT NO. 90KB(677)
SECTION NO. 19-00140-00-FP
VILLAGE OF MAYWOOD
COOK COUNTY
CONTRACT NO. 61K87**

LOCATION OF PROJECT

The project is located on 19th Avenue beginning at Madison Street (Station 0+85) and ending at Oak Street (Station 27+78) with project omissions at Washington Boulevard (Station 11+87 to 15+68) for a total gross length of 2,693 feet (0.510 miles) and a net length of 2,312 feet (0.437 miles) within the Village of Maywood in Cook County, Illinois.

DESCRIPTION OF PROJECT

This work consists of the removal of the existing pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main, aggregate base course, hot-mix asphalt (HMA) pavement, pavement marking, restoring disturbed parkways with topsoil and sod and all other appurtenant work necessary to complete the project as shown on the plans and described herein.

COOPERATION WITH OTHER CONTRACTORS

This work shall be completed according to Section 105.08 of the Standard Specifications for Road and Bridge Construction and as described herein.

In addition to the work being completed in this contract, a separate contract for lead service line replacements, locally let by the Village of Maywood, will take place concurrently with this contract.

The contractors shall be required to work with each other in order to complete the lead service line

replacements on the locally let contract and all pertinent items on this contract. Layout of proposed water services and potential new locations shall be coordinated between contractors.

It is critical that the contractor for this contract complete all watermain work in a timely manner so the lead service line replacement project can begin. Once the water services are available to be installed as determined by pressure testing, chlorination and an approved operating permit, the contractor shall begin and complete all water service installations before beginning any other work.

The contractor shall not be allowed to abandon the existing water main until all lead service lines on the lead service replacement contract are completed.

This locally let lead service replacement contract with the Village of Maywood is anticipated to be advertised in February, 2025 and bids be due in March, 2025. This is so this locally let project can begin on time in approximately April or May of 2025 in conjunction with the watermain work on this Contract. For additional information regarding this locally let lead service replacement contract please contact Bill Peterhansen, PE of Edwin Hancock Engineering at 708-865-0300 or at bpeterhansen@ehancock.com.

PROJECT STAGING AND LOCAL ACCESS

During the construction of the project 19th Avenue will remain accessible to residents needing to enter their driveways, as well as emergency vehicles. There are 40 driveways/alleys with access from 19th Avenue on the project. The construction is planned to be broken up into six stages. Northbound and Southbound 19th Avenue traffic will be detoured around the site for the duration of the project. The Contractor will be required to adhere to the following staging plan:

- **Stage 1 Construction** - As shown on the plans, the underground utility improvements are to be constructed on 19th Avenue from Madison Street to Oak Street. During this stage, temporary road closures and traffic control, such as closures to through traffic, will be necessary during the day to construct these improvements. All access to driveways are to be restored at the end of the day. Any temporary road closures are to be taken down at the end of the day. On-street parking shall be accessible to one side of the street at the end of the construction day.

It is anticipated that multiple construction crews will be needed to work simultaneously on different parts of the project to complete this stage and the project, such as completing water services and proposed combined sewer work at the same time or water services and proposed storm sewer work at the same time. Water main installation is to be completed first in order to allow for the water services to be completed in a timely manner. Once water services are able to be installed, after pressure test and approval of chlorination and operating permit, the contractor shall make it a priority to begin installation of those services.

Temporary access to businesses and residents will need to be maintained.

During this stage, work shall consist of proposed repairs to the combined sewer, watermain and

water service line improvements, storm sewer improvements such as catch basins and inlets as shown in the utility plan.

Trenches that cross 19th Avenue shall be capped with asphalt at the end of the construction day.

Construction work on Warren Street will only be allowed during the hours of 9am-2pm when school is in session. School is anticipated to be in summer recess between June 15, 2025 and August 15, 2025 in which there will be no work restrictions during summer recess dates. Access shall to intersection or crossing shall be restored and accessible outside of these hours.

- Stage 2 Construction – During this stage concrete curb and gutter, sidewalk and driveway removal and replacements on the west side of 19th Avenue will be completed. Northbound and Southbound 19th Avenue traffic will be detoured around the site. During this stage temporary road closures may be necessary to construct the west side concrete improvements. Any temporary road closures need to be taken down at the end of the day.

Once driveway access to individual residential homes has been removed, the contractor shall restore access in 14 calendar days with new concrete improvements. On-street parking will be allowed on the east side of 19th Avenue during this stage which residents without access to driveways will be required to utilize until the improvement is complete and access is restored. The contractor will be required to remove or bag any existing no parking signage to allow for parking. The gap between the new curb and the existing pavement shall be filled with temporary aggregate to restore access to properties.

Construction work on Warren Street will only be allowed during the hours of 9am-2pm when school is in session. School is anticipated to be in summer recess between June 15, 2025 and August 15, 2025 in which there will be no work restrictions during summer recess dates. Access shall to intersection or crossing shall be restored and accessible outside of these hours.

- Stage 3 Construction - During this stage concrete curb and gutter, sidewalk and driveway removal and replacements on the east side of 19th Avenue will be completed. Northbound and Southbound 19th Avenue traffic will be detoured around the site. During this stage temporary road closures may be necessary to construct the east side concrete improvements. Any temporary road closures need to be taken down at the end of the day.

Once driveway access to individual residential homes has been removed, the contractor shall restore access in 14 calendar days with new concrete improvements. On-street parking will be allowed on the west side of 19th Avenue during this stage which residents without access to driveways will be required to utilize until the improvement is complete and access is restored. The contractor will be required to remove or bag any existing no parking signage to allow for parking. The gap between the new curb and the existing pavement shall be filled with temporary aggregate to restore access to properties.

Construction work on Warren Street will only be allowed during the hours of 9am-2pm when

school is in session. School is anticipated to be in summer recess between June 15, 2025 and August 15, 2025 in which there will be no work restrictions during summer recess dates. Access shall to intersection or crossing shall be restored and accessible outside of these hours.

- Stage 4 Construction – This stage will consist of the removal and excavation of roadway pavement down to the proposed subgrade, placing and compacting the proposed aggregate base and paving the proposed binder course from Madison to Warren Street and from Washington Boulevard to Randolph Street as shown on the plans.

Residents will be without access during this improvement process. On-street parking will be allowed on the west side of 19th Avenue from Warren Street to Washington Boulevard and from Randolph Street to Oak Street. The contractor will be required to remove or bag any existing no parking signage to allow for parking.

Each individual block shall be completed in 14 calendar days, beginning the first day of removals. Access is to be restored at the end of the 14 calendar days with the proposed binder course being completed.

Construction work on Warren Street will only be allowed during the hours of 9am-2pm when school is in session. School is anticipated to be in summer recess between June 15, 2025 and August 15, 2025 in which there will be no work restrictions during summer recess dates. Access shall to intersection or crossing shall be restored and accessible outside of these hours.

- Stage 5 Construction – This stage will consist of the removal and excavation of roadway pavement down to the proposed subgrade, placing and compacting the proposed aggregate base and paving the proposed binder course from Warren Street to Washington Boulevard and from Randolph Street to Oak Street as shown on the plans.

Residents will be without access during this improvement process. On-street parking will be allowed on the west side of 19th Avenue from Madison Street to Warren Street and from Washington Boulevard to Randolph Street. The contractor will be required to remove or bag any existing no parking signage to allow for parking.

Each individual block shall be completed in 14 calendar days, beginning the first day of removals. Access is to be restored at the end of the 14 calendar days with the proposed binder course being completed.

Construction work on Warren Street will only be allowed during the hours of 9am-2pm when school is in session. School is anticipated to be in summer recess between June 15, 2025 and August 15, 2025 in which there will be no work restrictions during summer recess dates. Access shall to intersection or crossing shall be restored and accessible outside of these hours.

- Stage 6 Construction – This stage will consist of frame and lid adjustments within the roadway pavement, pouring concrete around those frames and paving the final hot-mix asphalt surface course for the entire length of the project.

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Station 1+11 to 7+03 (West side of 19 th Avenue from Madison Street to Warren Street)	Fiber Optic Line	Existing fiber optic line to be relocated	Verizon	10 Day Installation
Entire Project Limits at various locations	Gas Line	Existing Gas Main and services to be adjusted	NICOR	30 day installation

Stage 1

No conflicts to be resolved.

Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Station 1+12, 20' Left (Northwest Corner of Madison Street and 19 th Avenue)	Handhole	Existing Handhole to be adjusted	Verizon	5 Day Installation

Stage 3

No conflicts to be resolved.

Stage 4

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Station 0+96, 12' Right (Northeast Corner of Madison Street and 19 th Avenue)	Handhole	Existing Handhole to be adjusted	AT&T	1 Day Installation

Stage 5

No conflicts to be resolved.

Stage 6

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Station 0+96, 12' Right (Northeast Corner of Madison Street and 19 th Avenue)	Handhole	Existing Handhole to be adjusted	AT&T	1 Day Installation

Pre-Stage: 10 Days Total Installation
Stage 1: 0 Days Total Installation
Stage 2: 2 Days Total Installation
Stage 3: 0 Days Total Installation
Stage 4: 1 Days Total Installation
Stage 5: 0 Days Total Installation
Stage 6: 1 Days Total Installation

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

Agency/Company Responsible to Resolve Conflict	Name of Contact	Phone	E-mail address
Verizon	Joe Chaney Jr.	312-617-2131	joe.chaney@verizon.com
AT&T	Tim Lapointe	(630)-573-5687	Tl0695@att.com

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

Stage 1 through 6

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	Action
Station 7+46 and Station 20+70	Overhead Lines	Existing Overhead wire lines that cross 19 th Avenue	ComEd, AT&T	Contractor shall be attentive and work carefully when construction equipment is near overhead lines.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	E-mail address
Adesta	Aaron Rydell	2000 Bloomingdale Road, Suite 245 Glendale Heights, IL 60139	630-962-7139	Aaron.rydell@aus.com
AT&T	Tim Lapointe	1000 Commerce Drive, 2 nd Floor Oak Brook, IL 60523	(630)-573-5687	TL0695@att.com
Comcast	Martha Gieras	688 Industrial Drive, Elmhurst, IL 60126	224-229-5862	Martha_Gieras@comcast.com
ComEd	Ericka Irby	1 Lincoln Centre, 6 th Floor Oak Brook Terrace, IL 60181	779-231-0633	ericka.irby@comed.com
DuPage Water Commission	Ken Niles	600 E. Butterfield Road, Elmhurst, IL 60126	(630)-834-0100	niles@dpwc.org
Windstream	Joanna Bell	929 Martha's Way, Hiawatha, IA 52233	(800)-289-1901	joanna.bell@windstream.com
Nicor	Sakibul Forah	1844 Ferry Rd, Naperville, IL 60563	(630)-388-2903	sforah@southernco.com
Verizon	Joe Chaney Jr.	1701 Golf Road Rolling Meadows, IL 60008	312-617-2131	joe.chaney@verizon.com

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

OPEN EXCAVATIONS

Leaving of any excavation open overnight will not be allowed on this project. The Contractor will be responsible for completely backfilling or plating over of all excavations at the end of each day. If the excavations are backfilled they shall be filled with an aggregate meeting the gradation of CA-6. The material will be compacted sufficiently to prevent rutting or settlement of material under traffic loads. If plates are used they shall be of sufficient thickness to support vehicular loads and they shall extend a minimum of nine inches (9") beyond the limits of the excavation on all sides. If the plates are to be left over the weekend, the edges of the plates shall be cushioned with a bituminous mixture in areas where vehicular traffic will cross the plates.

The costs for providing the aggregate, plates and bituminous mixture will not be paid for directly but shall be considered included in the cost of the excavation work required for the various contract items.

SHEETING AND SHORING

Any sheeting or shoring required for the storm sewer installation or other construction elements requiring relatively deep excavations shall be included in the particular pay item and no additional compensation will be allowed for any supplemental work associated with the maintenance of trench sides or other excavated areas.

CURING AND PROTECTION

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

work shall be considered included in the cost of the various concrete items in the Contract.

The work shall be under the charge and care of the Contractor until final acceptance by the Engineer as coordinated with the Village. The Contractor shall assume all responsibility for any injury or damage to the work from any cause whatsoever and he shall rebuild, repair or restore the damaged work at his own expense.

Basis of Payment: This item will not be paid for separately but will be included in the unit price for the various concrete items in the Contract.

CURB AND GUTTER TRANSITIONS

Transitions from the proposed curb and gutters to the depressed curb and gutters, proposed curb and gutters to existing curb and gutters, and from 6" curb height to 4" curb height (and vice-a-versa) shall be done in ten (10) foot transitions unless directed by the Engineer.

Basis of Payment: This item will not be paid for separately but will be included in the unit price for the various concrete items in the Contract.

AGGREGATE BEDDING FOR CONCRETE WORK

New sidewalk and curb & gutter shall be placed on a minimum of two inches (2") of compacted CA-6 stone bedding, which is called out as Subbase Granular Material, Type B, in the proposed cross sections. New 7" driveway pavement and 8" pavement shall be placed on a minimum of four inches (4") of compacted CA-6 stone bedding. Additional aggregate required to adjust the existing elevation of the subgrade to the proposed elevation will be included as part of that pay item.

Basis of Payment: This item will not be paid for separately but will be included in the unit price for the respective concrete items in the contract.

INLET FILTERS

This work shall consist of the furnishing, installation, and removal of a drainage structure inlet filter assembly, consisting of a frame and filter bag, to collect sediment in surface stormwater runoff at locations shown on the plans or as directed by the Engineer be in accordance with Section 280 of the Standard Specifications.

The Contractor shall inspect the work site and review the plans to determine the number and dimensions of the various types of drainage structure frames (circular and rectangular) into which the inlet filters will be installed prior to ordering materials.

The drainage structure inlet filter assembly shall be installed under the grate on the lip of the drainage structure frame with the fabric bag hanging down into the drainage structure.

The drainage structure inlet filter assembly shall remain in place until final removal of the assembly is directed by the Engineer. The drainage structure inlet filter assembly shall remain the property of the Contractor. Final removal of the assembly shall include the disposal of debris or silt that has accumulated in the filter bag at the time of final removal.

Cleaning of the filter bags shall be included in this item. The cleanings shall be performed weekly, or as needed to keep the bags from reaching 75% of their storage capacity, for the duration of the use of each drainage structure inlet filter assembly. The Engineer shall be the sole judge of the need for cleaning, based on the rate that debris and silt is collected at each location. Also included shall be the off-site disposal of the material which is removed from the bags.

A detail drawing in the plans depicts the drainage structure inlet filter assembly.

The drainage structure inlet filter assembly consists of a steel frame with a replaceable geotextile fabric bag attached with a steel band with locking cap that is suspended from the frame. A clean used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials.

Basis of Payment: The work will be paid for at the Contract unit price per EACH for INLET FILTERS.

MAINTENANCE OF EXISTING DRAINAGE STRUCTURES

All loose material deposited in the flow line of gutters and drainage structures that obstructs the natural flow of water shall be removed at the close of each working day. At the conclusion of the construction operations, all drainage facilities shall be clean and free of all obstructions due to construction operations.

Basis of payment: this item will not be paid for separately but shall be included in the unit price for the various sewer structures in the contract.

EARTH EXCAVATION

This item includes all of the excavating and grading work necessary on this Project to establish the subgrade elevations of the proposed pavement to be reconstructed on 19th Avenue.

The removal and disposal of all brush, rock, construction debris, hedges, tress of sizes less than 6" in diameter and other excess materials located within the roadway construction area of the Project's improvements shall be included under this item.

19th Avenue will be reconstructed from Madison Street to Oak Avenue as indicated on plans or directed by engineer in the field. The work shall be performed in accordance with Section 202 of the "Standard Specifications for Road and Bridge Construction".

If agreement is not reached for portions of work performed that differ from the plans, quantities will be computed by the method of average end areas. Original ground elevations used in the calculations shall be those shown on the plans, or as corrected or interpolated by the Engineer as necessary. The subgrade elevations used in the calculations will be determined from plan grades, including any revisions to plan grades as made or approved by the Engineer. End areas will be at Fifty (50) foot intervals. The width calculation of each end area will equal the pavement width.

Curb and Gutter, sidewalk and driveway removal is not paid for under this item but shall be paid under their respective removal pay items.

Any excavation of the parkway which is required to give a uniform slope from the face of sidewalk to the top of the curb shall also be paid for under this item. The payment for EARTH EXCAVATION will only be applicable where the proposed top of curb has been lowered substantially from the existing grade (three-inches or greater), and a uniform parkway slope is unattainable through the basic grading operations of topsoil placement. The proposed sodding and topsoil section will be subtracted from the measured volume to be excavated. Any excavation and grading of the parkway where the top of curb has not been lowered by three-inches or greater shall be included in the item for TOPSOIL FURNISH AND PLACE, 4”.

Basis of Payment: This work will be paid for at the Contract unit price per Cubic Yard for EARTH EXCAVATION.

TRENCH BACKFILL

This work shall be completed in accordance with Section 550 of the Standard Specifications for Road and Bridge Construction and as described herein.

All trench backfill used under or within two feet (2') of pavements, sidewalks, driveways, and curb and gutter shall be Crushed Stone, Gradation CA-6. Maximum compaction must be obtained by Method 1 (mechanical compaction) as described in Article 550.07 of the “Standard Specifications for Road and Bridge Construction”.

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

Basis of Payment: This work will be paid for at the Contract unit price per Cubic Yard for TRENCH BACKFILL

HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT

This item will consist of the removal of the existing hot mix asphalt surface necessary to provide the profile of the proposed pavement cross section within the butt joint areas on 19th Avenue and the intersecting side streets. The depth of grinding shall vary at the centerline and quarter crown of the

pavement but shall not exceed four inches (4"). The asphalt pavement areas will be milled to allow for 2" of HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50.

This item shall include the shaping and compacting of any aggregate base that is exposed during grinding operations. Sufficient milling or grinding passes shall be made over the existing pavement so that all irregularities and high spots are eliminated from the pavement's surface before it is overlaid with new material. All butt joints are included under this pay item and shall be saw-cut no more than twenty-four (24) hours prior to the placement of the bituminous surface.

The equipment and construction methods for this item will conform to Article 440.03 of the Standard Specifications for Road and Bridge Construction. Hot-Mix Asphalt Surface Removal shall be measured in place and the area computed in square yards for the total increment of material removed. The area measured shall be paid for only once regardless of the number of passes needed to remove the material.

Basis of Payment: This work will be paid for at the Contract unit price per Square Yard of HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT.

INCIDENTAL HOT-MIX ASPHALT SURFACING

This work shall be completed in accordance with Section 408 of the Standard Specifications for Road and Bridge Construction, as modified herein and according to the details in the plans.

This work shall consist of replacing the Hot-Mix Asphalt surface within the parkways or adjacent to the back of the new concrete sidewalks and driveways where asphalt is existing along the right-of-way line. Material shall be according to Section 408 of the standard specifications and as modified herein.

Areas disturbed by the installation of the new sidewalk or driveways shall be saw cut parallel to the back of walk. In areas behind the walk and driveways, the area to be improved shall be graded and compacted to allow a three inch (3") thickness of HMA surface course to be placed and compacted to the satisfaction of the Engineer. All saw cutting and base preparation work shall be included in the cost of this item.

It is anticipated this work will be necessary to replace driveway pavements behind the sidewalk. Removal of existing pavement to be replaced with Incidental Hot-Mix Asphalt Surfacing shall be paid for under the item DRIVEWAY PAVEMENT REMOVAL. Aggregate stone shall then be placed and compacted according to the item AGGREGATE BASE COURSE. TYPE B, 9". DRIVEWAY PAVEMENT REMOVAL and AGGREGATE BASE COURSE. TYPE B, 9". shall be completed as directed by the engineer.

The preparation of base shall be performed in accordance with Section 358 of the "Standard Specifications for Road and Bridge Construction", except that the cost of all such work, except materials will not be paid for separately, but shall be included in the cost of this item.

Basis of Payment: This item shall be at the Contract unit price per Ton for INCIDENTAL HOT-MIX ASPHALT SURFACING.

PROTECTIVE COAT

This item includes the placement of protective coat on all exposed concrete surfaces at locations shown on the plans or as directed by the Engineer. Regardless of when the concrete is poured, a protective coat shall be applied to all concrete curb and gutter, driveways, concrete pavement, and sidewalks in accordance with the requirements of Section 420.18 of the Standard Specifications.

Two complete applications will need to be made prior to payment being made.

Basis of Payment: This item shall be at the Contract unit price per Square Yard of PROTECTIVE COAT.

DETECTABLE WARNINGS, SPECIAL

This item shall include the placement of radial detectable warnings at locations shown on the plans and as directed by the Engineer. This item shall be installed simultaneously with PORTLAND CEMENT CONCRETE SIDEWALK, 5".

Work shall be performed according to the Americans with Disabilities Act, the latest PROWAG requirements, IDOT Standard 424001-11, as well as Article 424 of the Standard Specifications.

The composite paver tile used in this project shall be as manufactured by ADA Solutions, Inc. (www.ADATILE.com) or Armor-Tile or Tuff-Tile. The paver tiles shall be installed according to the manufacturer's installation procedures, and shall be "Brick Red" in color.

This item shall not be a "Surface Applied" product.

Immediately following the installation of PORTLAND CEMENT CONCRETE SIDEWALK, 5", the detectable warning shall be pressed into the concrete. The detectable warning shall be tamped with a vibrating mechanism upon installation, and the factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile. No concrete shall be removed in the area to receive the detectable warning to ensure a strong lock with the concrete. The top of the domes shall be set level to the adjacent concrete on the top and sides of the ramp. This item shall be installed in full accordance with the manufacturer's recommendations.

Basis of Payment: This item shall be at the Contract unit price per Square Foot for DETECTABLE WARNINGS, SPECIAL.

DETECTABLE WARNINGS

This work includes the installation of a detectable warning surface system in all concrete sidewalk ramps in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG) and the latest PROWAG requirements. Work shall be in accordance with IDOT Standard 424001-11 and

Section 424 of the Standard Specifications and the details for this item as shown on the Plans. This item shall consist of installing cast-in-place, hollow composite paver tiles with embedment flanges in the freshly poured concrete sidewalk ramp.

These composite paver tiles shall be “brick red” in color and 24” X 60” in size, where directed by the Engineer.

The composite paver tile used in this project shall be as manufactured by ADA Solutions, Inc. (www.ADATILE.com) or Armor-Tile or Tuff-Tile. The paver tiles shall be installed according to the manufacturer’s installation procedures.

Basis of Payment: This item shall be at the Contract unit price per Square Foot for DETECTABLE WARNINGS.

PAVEMENT REMOVAL

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

This item shall include the removal of existing concrete pavement or concrete pavement overlaid with asphalt in order to allow for the construction of proposed street pavements. The removal of concrete pavement in front of the curb and gutter as described in the item for COMBINATION CURB AND GUTTER REMOVAL shall also be included under this item. The work shall be performed in accordance with Section 440 of the “Standard Specifications for Road and Bridge Construction”.

All pavement removal areas shall be saw-cut full depth along their perimeter prior to the removal of the pavement. The use of drop hammers will not be allowed for breaking these pavements.

Basis of Payment: This item shall be paid for at the Contract unit price per Square Yard for PAVEMENT REMOVAL.

DRIVEWAY PAVEMENT REMOVAL

This work shall be done in accordance with Section 440 of the Standard Specifications and as described herein. It will also include the removal of concrete, brick, block, aggregate, flagstone, and bituminous sidewalks, driveway, and alleys.

The use of drop hammers will not be allowed for breaking these pavements. The driveways shall be excavated to the subgrade of the proposed driveway, which shall be included in this item. At locations that proposed driveway pavement is indicated on the plans where none currently exist, the excavation for the proposed driveway pavement shall be paid for under this pay item. The Contractor shall be required to saw cut the driveway pavement full-depth at the limits of removal.

Any excavation required beneath the driveway pavement for four inches of crushed stone shall be included in the cost of this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Square Yard for DRIVEWAY PAVEMENT REMOVAL.

COMBINATION CURB AND GUTTER REMOVAL

This work shall be completed in accordance with Section 440 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include the removal of all identified combination concrete curb and gutter and will include removal of all types of curb, at locations shown on the plans or as directed by the Engineer. All removal shall terminate at existing contraction joints, expansion joints or at saw-cut lines as determined by the Engineer.

Where the curb and gutter abuts a concrete pavement or concrete base, a full-depth saw-cut shall be made six inches (6") from the edge of pavement for the entire length of curb and gutter removal to allow for the neat removal of the curb and gutter and the placement of a gutter board in forming for the new curb. The removal of the six-inch (6") wedge of concrete pavement in front of the curb and gutter shall not be included under this item but shall be paid for under the item for PAVEMENT REMOVAL.

Any asphalt surface material overlaid onto the gutter that is to be removed with the concrete curb will be included in the cost of this item. This item shall also include any excavation beneath or in back of the curb and gutter necessary to install the proposed curb and gutter.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of COMBINATION CURB AND GUTTER REMOVAL.

SIDEWALK REMOVAL

This item includes the removal of sidewalk at locations shown on the Plans and as directed by the Engineer in accordance with Section 440 of the "Standard Specifications." The Engineer will mark the limits of removal. The sidewalk shall be saw-cut full-depth and any areas outside the limits of removal which are damaged shall be replaced by the Contractor at his own expense.

The removal of concrete, brick, block, aggregate, flagstone, and bituminous sidewalks will be included in this item. These sidewalks shall be excavated to the subgrade of the proposed five inch (5") concrete sidewalk, including the two inch (2") crushed stone cushion, which shall be included in this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Square Foot of SIDEWALK REMOVAL.

DUCTILE IRON WATER MAIN

This work shall be completed according to Section 561 of the Standard Specifications for Road and Bridge

Construction and as described herein.

This item shall include the installation of Ductile Iron Class 52, cement-lined and tar-coated water main of the size indicated at the locations shown on the Plans, meeting the requirements of Specifications ANSI/AWWA 21.51/C151, A21.52 and Federal Specification WW=P-421d with "push-on" joints meeting the requirements of ANSI/AWWA A21.11/C111.. This includes the water main to be installed within the proposed casing pipes.

The installation of a six (6) mil thick high-density polyethylene tubing will be included in the cost of this item.

The work shall include excavating the trench, disposing of the excavated materials, furnishing and placing the pipe, furnishing and installing the polyethylene encasement around the pipe, furnishing and placing the bedding material under and to twelve-inches (12") above the top of pipe and properly compacting the materials placed into the trench after the installation of the water main.

If line and grade of watermain is changed in the field, the only additional compensation allowed will be for the additional volume of trench backfill. No additional compensation will be allowed for any additional excavation.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for DUCTILE IRON WATER MAIN, of the Diameter indicated which price shall include the costs for all labor, material, and equipment to excavate the trench and dispose of the excavated material, de-water the trench if necessary, furnish and place the bedding stone, furnish and place the water main to the correct line and grade, install fittings and thrust blocks where applicable, and place the stone encasement around the installed pipe.

WATER VALVES

This work shall be completed according to Section 561 of the Standard Specifications for Road and Bridge Construction and as described herein.

All gate valves to be installed in this project shall be the Waterous Series 3500 Resilient Wedge Gate Valve with mechanical joints of the size indicated.

A 1" corporation tap shall be made into the water main on each side of the valve to allow for testing, chlorinating, and sampling work to be done. The furnishing and installing of these taps shall be included in the work necessary for this item.

All brass corporation taps are to be manufactured in accordance with AWWA C-800 and ASTM B-62 Specifications. The inlet side of corporation assembly is to be machined with AWWA standard threads, while the outlet is to be machined to accept a standard tube nut for attaching flared 1" diameter copper tubing.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for WATER VALVES,

of the size indicated.

FIRE HYDRANTS TO BE REMOVED

This work shall be completed according to Section 564 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item will consist of removing existing fire hydrants and their auxiliary valves. The six-inch (6") pipe from the water main shall be cut on the water system side of the auxiliary valve and the entire fire hydrant and auxiliary valve assembly shall be removed and delivered to the Village of Maywood's Public Works Yard. The Contractor shall seal the six-inch (6") hydrant leader with brick and mortar.

Excavation and disposal of any materials necessary to complete the hydrant removal shall be included in this item. Trench Backfill of the area shall be completed according to the item TRENCH BACKFILL. Trench Backfill will not be paid for separately but shall be included in the cost of this item.

Basis of Payment: This item shall be at the Contract unit price per Each for FIRE HYDRANTS TO BE REMOVED.

FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

This work shall be completed according to Section 564 of the Standard Specifications for Road and Bridge Construction and as described herein.

The locations of the proposed fire hydrants as shown on the Plans are approximate and their exact locations shall be determined in the field during construction.

The fire hydrants to be installed under this Contract shall be the Waterous Pacer Model WB67 of the "breakaway" design having a five and one-quarter inch (5-1/4") main valve opening, four inch (4") pumper nozzle, and two (2) two and one-half inch (2-1/2") hose nozzles. The pumper and hose threads shall be National Standard Threads. The inlet connection shall be six inches (6") in size and flanged-type. The depth of bury shall be five feet and six inches (5'-6"), the direction of opening to the left, the size of the operating nut shall be one and one-half inches (1-1/2"), the hydrant packing of the "O" ring type, and the hydrant shall be painted YELLOW in color. The auxiliary valves shall be the Waterous flange by mechanical-joint resilient wedge gate valve.

The valve box to be furnished and installed shall be a three (3) piece valve box, having a five and one-fourth inch (5-1/4") shaft and the word "WATER" cast in its cover.

Any stem adjusters required to raise the hydrant to the proper elevation will be included in the cost of this item.

Excavation and disposal of any materials necessary to install the fire hydrant will be included in this

item. Backfill around the hydrant shall be completed according to the item TRENCH BACKFILL. Trench backfill will not be paid for separately but shall be included in the cost of this item. CA-7 shall be used as directed by the engineer.

Basis of Payment: This item shall be at the Contract unit price per Each for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX.

MANHOLES TO BE ADJUSTED

This work shall be completed in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall be used to pay for the adjustment of various structures including but not limited to Catch Basins, Manholes, Inlets, Drainage Structures and Valve Vaults. Structures which lie in the pavement must be adjusted to final grade after the placement of the final lift of BINDER and before the SURFACE is placed.

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

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

All proposed and existing structures located within the pavement shall be adjusted to finished grade after the hot-mix asphalt binder course has been placed. The pavement disturbed by the adjustment shall be replaced with eight inches (8") of concrete base course to the grade of the hot-mix asphalt base course. The removal and replacement of the pavement shall be included as part of this item. The pavement shall be saw-cut to full depth in a 5' x 5' square prior to removal.

The Contractor shall take care when setting the structure so as to insure that a nine inch (9") frame and the minimum 2" of grade rings can be placed on top of the uppermost precast section of the structure in order to reach the finished grade.

The Contractor shall place mastic rope between concrete rings and between the rings and frame. The Contractor shall also apply a one-quarter inch (1/4") layer of butyl rubber gasket sealant to the external diameter of the concrete grade adjustment rings.

Frames located in the curb and gutter shall be pitched 1-1/2". Frames located in the pavement

shall be pitched to match the cross slope of the pavement.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for MANHOLES TO BE ADJUSTED.

MANHOLES TO BE RECONSTRUCTED

This work shall be completed in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall consist of the reconstruction of existing Catch Basins, Manholes, Drainage Structures or Valve Vaults at locations shown on the plans or as directed by the Engineer. The reconstruction shall be in accordance with Section 602 of the "Standard Specifications" and shall not disturb the existing bench but shall be concentrated upon the reconstruction of all defective barrel, cone, and adjustment sections. The Engineer shall mark the depth to which the structure shall be reconstructed prior to the beginning of the work on the structure. This work shall also include any excavation and disposal of materials necessary complete this work. Backfilling around the reconstructed structure shall be completed according to the item for TRENCH BACKFILL. CA-7 shall be used as directed by the engineer.

Structures to be reconstructed which lie in the pavement must be reconstructed and plated over without frames and lids, and adjusted to final grade after the placement of the final lift of BINDER and before the SURFACE is placed. No additional payment will be made for this "adjustment" as this work will be paid for under the reconstruct item.

Only precast concrete barrel, cone, flattop, and adjustment ring sections shall be used to replace defective sections of the structure. It shall be the Contractor's responsibility to determine the size of the existing structure. No additional payment shall be made for the various sizes of structures encountered. Any manholes, catch basins, or valve vaults that are reconstructed shall have all debris removed from the bench regardless of whether it resulted from the construction project.

All precast cone sections will have a flat surface on the bottom edge that rests on the remaining portion of the existing structure.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the structure to be installed shall be included in the cost of the structure to be installed. All trench backfill used to fill around the new structure will be included in the cost of this item. Any mission couplings necessary to make the connections to the existing pipe shall be included in this item.

All proposed and existing structures located within the pavement shall be adjusted to finished grade after the hot-mix asphalt binder course has been placed. The pavement disturbed by the adjustment shall be replaced with eight inches (8") of concrete base course to the grade of the hot-mix asphalt base course. The removal and replacement of the pavement shall be included as part of this item. The pavement shall be saw-cut to full depth in a 5' x 5' square prior to removal.

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

Basis of Payment: This item shall be paid for at the Contract unit price per Each for MANHOLES TO BE RECONSTRUCTED.

FRAMES AND LIDS, TYPE 1, CLOSED LID

All utility closed lids shall be provided according to Section 604 of the "Standard Specifications" and shall be self-sealing with recessed pick holes. All frames with closed lids to be furnished as part of this contract for construction, adjustment, or reconstruction of any manhole or valve vault shall have cast into the lid one of the following words:

<u>Structure Type</u>	<u>Self Sealing</u>	<u>Word Cast Into Lid</u>
Sanitary Manhole	YES	SANITARY
Combination Manhole	YES	SANITARY
Storm Manhole	NO	STORM
Valve Vault	YES	WATER

Basis of Payment: The frame and lid shall be included in the unit price of any new structure placed as part of the project. In the case of an existing structure that is to be adjusted or reconstructed the frame and lid shall be paid for at the Contract unit price per Each for FRAMES AND LIDS, TYPE 1, CLOSED LID.

GROUND STABILIZATION GEOSYNTHETIC

This item shall consist of installing a geo-grid material on the subgrade for the proposed pavements to be reconstructed as part of this Project. The fabric shall be installed in accordance with Section 210 of the "Standard Specifications for Road and Bridge Construction", except for the Materials section article 210.02 and the following:

The geogrid shall be composed of a single layer and integrally formed with triangular, hexagonal and trapezoidal apertures and high-profile ribs exhibiting significant dimensional stability through all ribs and junctions of the geogrid structure. The geogrid shall maintain its reinforcement and aggregate confinement capabilities under repeated dynamic loads while in service. The geogrid shall also be resistant to ultraviolet degradation, damage under normal construction practices and all forms of biological and chemical degradation normally encountered in road construction. Geogrid layers shall be placed as directed by the Engineer.

The geogrid shall be integrally formed through punching and drawing of extruded sheets of polypropylene. The geogrid shall be oriented in three substantially equilateral directions so the resulting

ribs have a high degree of molecular orientation which continues at least in part through the mass of the integral node.

The resulting geogrid structure shall have apertures that are triangular, hexagonal and trapezoidal in shape, and shall have ribs with depth-to-width ratios greater than 1.0. The geogrid shall have typical characteristics shown in the table below, such as that of Tensar InterAx NXL and shall be certified in writing by the manufacturer to meet these characteristics.

Properties	Longitudinal	Diagonal	Transverse	General
Rib Pitch (3), mm (in)	-	-	-	120 (4.7)
Mid-rib depth (2), mm (in)	-	-	-	-
Mid-rib width (2), mm (in)	-	-	-	-
Nodal thickness (2), mm (in)				4.5 (0.18)
Rib shape				rectangular
Aperture shape				Triangular, hexagonal and trapezoidal
Junction Efficiency (3), %				-
Aperture stability (4), kg-cm/deg @ 5.0 kg-cm				-
Radial stiffness at low strain (5), kN/m @ 0.5% strain (lb/ft @ 0.5% strain)				-
Resistance to chemical degradation (6)				-
Resistance to ultra-violet light and weathering (7)				-

1. Unless indicated otherwise, values shown are minimum average roll values (MARVs) determined in accordance with ASTM D 4759-02. Brief descriptions of test procedures are given in the following notes.
2. Nominal dimensions.
3. Load transfer capability determined in accordance with GRI-GG2-87 and GRI-GG1-87 and expressed as a percentage of ultimate tensile strength.
4. In-plane torsional rigidity measured by applying a moment to the central junction of a 225mm x 225mm specimen restrained at its perimeter in accordance with U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity, (Kinney, T.C. Aperture stability Modulus ref 3,3.1.2000).

5. Radial stiffness is determined from minimum tensile stiffness measured in any in-plane direction including but not limited to a minimum 30 degree offset from any continuous rib of the geogrid from testing in accordance with ASTM D6637-01.
6. Resistance to loss of load capacity or structural integrity when subjected to chemically aggressive environments in accordance with EPA 9090 immersion testing.
7. Resistance to loss of load capacity or structural integrity when subjected to 500 hours of ultraviolet light and aggressive weathering in accordance with ASTM D4355-05.

A minimum loose aggregate thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the aggregate base material and damaging the geogrid. When underlying subgrade is trafficable with minimal rutting, rubber-tired equipment may pass directly over the geogrid reinforcement at slow speeds (less than 5 mph). Sudden braking and sharp turning movements shall be avoided.

A. Inspection and Repair

- (1) The Engineer will randomly inspect geogrid before, during and after (using test pits) installation.
- (2) Any damaged or defective geogrid (i.e. frayed coating, separated junctions, separated layers, tears, etc.) will be repaired by removal of affected area and patching using new material with a minimum 3 foot overlap beyond the limits of the affected area.
- (3) Any roll of geogrid damaged before, during and after installation shall be replaced by the Contractor at no additional cost to the Owner.

This work will be measured and paid for by the square yard, completed in place. No allowance will be made for overlap, splices or material cut off or wasted. Payment for GROUND STABILIZATION GEOSYNTHETIC will include furnishing the material, labor, and equipment required to furnish, place and anchor the geogrid, and any hand work necessary to establish grades, make geogrid splices, and repairs to protective coatings. The fabric shall be overlapped one-foot at all seams. The item will be measured with a width no greater than edge of pavement to edge of pavement.

Basis of Payment This item shall be at the Contract unit price per Square Yard for GROUND STABILIZATION GEOSYNTHETIC.

TOPSOIL FURNISH AND PLACE, 4"

This work shall be completed in accordance with Section 211 of the Standard Specifications for Road and Bridge Construction and as described herein.

The Contractor shall take precautions so as not to unnecessarily damage lawns. In areas that are designated to be sodded, the existing sod shall be cut and removed; the area shall then be excavated to a

depth of four inches (4") on a straight-line grade from face of sidewalk to back of curb, shaped, graded and rototilled. The areas of excavation adjacent to new concrete shall be compacted to the satisfaction of the Engineer. The area to be sodded shall then have a layer of good quality, pulverized topsoil which has been approved by the Engineer prior to placement, spread and fine raked in such a manner as to result in a top dressing of the parkway having an average thickness of four inches (4") of topsoil.

The Contractor shall be responsible for removing any weeds prior to the placement of the sod. The method of weed removal must be approved by the Engineer.

The subgrade shall be thoroughly compacted along newly installed concrete by a compaction method approved by the Engineer. **If proper compaction is not achieved, the Engineer may direct the Contractor to remove any soil backfill that the Contractor has placed and add additional topsoil in settled areas.** The finished topsoil surface shall be roughly graded by raking or rototilling to allow for sod roots to knit into the ground for establishment. This will be included in the cost of this item.

Basis of Payment: This item shall be at the Contract unit price per Square Yard for TOPSOIL FURNISH AND PLACE, 4".

RESTRICTED DEPTH MANHOLES, TYPE 1 FRAME, CLOSED LID

This work shall be completed in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item consists of furnishing all work and materials, including the necessary cast iron frames and lids, necessary to construct a manhole of the sized diameter as indicated on the plans, in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans. This work shall also include any excavation and disposal of materials necessary to install proposed manholes. Backfilling around the structure shall be completed according to the item for TRENCH BACKFILL. CA-7 shall be used as backfill as directed by the engineer.

The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be required. Butyl rubber gasket compound shall be used to seal the various structure joints.

All trench backfill used to fill around the new structure will be included in the cost of this item. Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the structure to be installed shall be included in the cost of the structure to be installed.

All proposed and existing structures located within the pavement shall be adjusted to finished grade after the hot-mix asphalt binder course has been placed. The pavement disturbed by the adjustment shall be replaced with eight inches (8") of concrete base course to the grade of the hot-mix asphalt base course. The removal and replacement of the pavement shall be included as part of this item. The pavement shall

be saw-cut to full depth in a 5' x 5' square prior to removal.

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

Basis of Payment: This work will be paid for at the Contract unit price Each for RESTRICTED DEPTH MANHOLES, STORM, TYPE 1 FRAME, CLOSED LID of the diameter specified and RESTRICTED DEPTH MANHOLES, SANITARY, TYPE 1 FRAME, CLOSED LID of the diameter specified.

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)

The construction of the combination concrete curb and gutter shall be in accordance with Section 606 of the Standard Specifications and the details for this item as shown on the Plans.

The proposed gutter flag shall have a minimum thickness of ten inches (10") and shall be placed on a 2" stone cushion which shall be included in the cost of this pay item.

The curb and gutter shall include a 1½" ledge along the back of curb, as shown on the plan detail, to support the adjacent sidewalk pavement.

If the Contractor fails to properly cut the joints in the specified time period and the curb cracks, the entire curb section will be replaced from the nearest adjacent tooled joint.

After removal of the "back of curb" form, the excavated area behind the curb designated for sodding shall be immediately backfilled with select non-organic earth backfill in preparation for the placement of the topsoil. All areas where concrete or asphalt pavement or sidewalk is to be constructed shall be backfilled with crushed stone, gradation CA-7 and properly compacted. This stone must be compacted prior to framing the proposed sidewalk or driveway. The furnishing and placement of the required backfill material shall be considered included in the cost of the placement of the curb and gutter. Masonite and steel forms will not be allowed.

Included in this item is furnishing and placing of expansion joints, dowel bars, forming, concrete needed to construct the curb and gutter, backfilling the curb and gutter, and all labor, material, and equipment necessary to construct this item.

Basis of Payment: This item shall be paid for at the Contract unit price per foot of COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL).

TEMPORARY ACCESS (PRIVATE ENTRANCE)

The contractor shall construct and maintain aggregate ramps for temporary access to private entrances from 19th Avenue according to Article 402.07 and as directed by the Engineer.

The aggregate ramps shall be constructed to the dimensions and grades as follows, except as modified by the plans or as directed by the Engineer. The minimum width shall be 12 feet. The minimum compacted thickness shall be 6". The maximum grade shall be eight percent, except as required to match the existing grade.

Maintaining the temporary access shall include relocating and/or re-grading the aggregate ramps for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it. When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Aggregate for temporary access will be measured for payment once for all construction stages. All aggregate needed to construct the second or subsequent stages will be included in a single payment for all entrances.

Basis of Payment: The work will be paid for at the Contract unit price per Each for TEMPORARY ACCESS (PRIVATE ENTRANCE).

TEMPORARY ACCESS (ROAD)

The contractor shall construct and maintain aggregate ramps for temporary access to Washington Boulevard intersections according to Article 402.07 and as directed by the Engineer.

The aggregate ramps shall be constructed to the dimensions and grades as follows, except as modified by the plans or as directed by the Engineer. The minimum width shall be 12 feet. The minimum compacted thickness shall be 6". The maximum grade shall be eight percent, except as required to match the existing grade.

Maintaining the temporary access shall include relocating and/or re-grading the aggregate ramps for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it. When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Aggregate for temporary access will be measured for payment once for all construction stages. All aggregate needed to construct the second or subsequent stages will be included in a single payment for all side streets.

Basis of Payment: The work will be paid for at the Contract unit price per Each for TEMPORARY ACCESS (ROAD).

TEMPORARY ACCESS WALK

The contractor shall construct and maintain aggregate ramps for temporary access to sidewalks along 19th Avenue according to Article 402.07 and as directed by the Engineer.

The aggregate ramps shall be constructed to the dimensions and grades as follows, except as modified by the plans or as directed by the Engineer. The minimum width shall be 5 feet. The minimum compacted thickness shall be 5". The maximum grade shall be eight percent.

Maintaining the temporary access shall include relocating and/or re-grading the aggregate ramps for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it. When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Aggregate for temporary access will be measured for payment once for all construction stages. All aggregate needed to construct the second or subsequent stages will be included in a single payment for all sidewalks.

Basis of Payment: The work will be paid for at the Contract unit price per Each for TEMPORARY ACCESS WALK.

TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

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

STANDARDS:

701006-05, 701011-04, 701101-05, 701301-04, 701311-03, 701501-06, 701701-10, 701801-06, and 701901-10

DETAILS:(included in Plans)

Maintenance of Traffic

(TC-10) Traffic Control and Protection for Side Roads, Intersections, and Driveways

(TC-13) District One Typical Pavement Markings

(TC-21) Detour Signing for Closing State Highways

(TC-22) Arterial Road Information Sign

(TC-26) Driveway Entrance Signing

SPECIAL PROVISIONS:

Public Convenience and Safety (D1)

Temporary Information Signing

Maintenance of Roadways (D1)

Short Term and Temporary Pavement Markings (BDE)

Vehicle and Equipment Warning Lights (BDE)

Work Zone Traffic Control Devices (BDE)

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

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

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

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

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

REMOVE AND RE-ERECT EXISTING SIGN

This work shall be completed according to Section 720, 724 and 729 of the Standard Specifications for Road and Bridge Construction and as described herein.

Existing village street name signs and other miscellaneous informational signs shall be removed by the contractor and stored in a secure location designated by the village during the course of construction. The contractor shall assume liability for lost or stolen signs and posts and shall replace these items at their own expense. The engineer will determine what signs shall be removed. The existing sign posts shall also be removed (and stored along with the signs). Prior to removal, the Contractor shall document the location of each sign and post to serve as a guide during their replacement. If the current location cannot be reused for the sign posts the Contractor will be required to pour a 12" diameter concrete foundation to a depth of 42".

The existing street name signs shall be replaced as close to the original location as possible – unless otherwise directed by the engineer. This new material will be included in the cost for this contract item. The manner of sign attachment must be acceptable to the Engineer.

Basis of Payment: Payment for this item shall be at the Contract unit price per Each for REMOVE AND RE-ERECT EXISTING SIGN.

DRAINAGE STRUCTURE TO BE REMOVED

This item shall include removing existing manholes, catch basins, or inlets in accordance with Section 605 of the Standard Specifications. This item shall include the removal of the entirety of the structure and then backfilling the area. Backfilling of the area shall be completed and paid for according to the item for TRENCH BACKFILL. Trench backfill will not be paid for separately but shall be included in the cost of this item.

Basis of Payment: This item will be paid for at the Contract unit price per Each for DRAINAGE STRUCTURE TO BE REMOVED.

DUST CONTROL WATERING

This work shall consist of the exclusive control of dust resulting from construction operations. Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the engineer, in a manner meeting his approval.

All equipment used for this work shall meet the Engineer's approval. The contractor will be responsible for obtaining a hydrant meter from the Village of Maywood's Water Department. All water used shall be properly documented by ticket or other approved means. The Village of Maywood shall designate locations where the Contractor may obtain water. This work will be measured in units of gallons of water applied. One unit will be equivalent to 1,000 gallons of water applied.

Basis of Payment: This item shall be paid for at the Contract unit price per Unit of DUST CONTROL WATERING.

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 29, 2020

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Note 1)	1090
b.)	Sign Face (Note 2)	1091
c.)	Sign Legends	1091
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.

Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing bridges, sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs and/or structures due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Method of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment: This work shall be paid for at the contract unit price per Square Foot for TEMPORARY INFORMATION SIGNING.

TEMPORARY PAVEMENT (D1)

Effective: March 1, 2003

Revised: April 10, 2008

Description. This work shall consist of constructing a temporary pavement at the locations shown on the plans or as directed by the engineer.

The contractor shall use either Portland cement concrete according to Sections 353 and 354 of the Standard Specifications or HMA according to Sections 355, 356, 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the Temporary Pavement shall be as described in the plans. The contractor shall have the option of constructing either material type if both Portland cement concrete and HMA are shown in the plans.

Articles 355.08 and 406.11 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement, if required, shall conform to Section 440 of the Standard Specification.

Method of Measurement. Temporary pavement will be measured in place and the area computed in square yards (square meters).

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for TEMPORARY PAVEMENT and TEMPORARY PAVEMENT (INTERSTATE).

Removal of temporary pavement will be paid for at the contract unit price per square yard (square meter) for PAVEMENT REMOVAL.

DUCTILE IRON WATER MAIN FITTINGS

This work shall be completed according Section 561 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include all bends, crosses, tees, sleeves of all types, reducers, plugs or caps, and other fittings required to assemble and secure the proposed water mains along the route shown on the plans or as directed by the engineer. All fittings shall be ductile iron type and be manufactured in the USA. The manufacturer shall furnish a certificate acknowledging the same to the Engineer.

The costs for furnishing and installing the standard joint accessories (gland, gasket, and bolts) for these fittings shall be included in the Contract unit price for this item and shall not be paid for separately. The payment under this item shall be based upon the casting and accessories' weight for cast iron fittings.

The Contractor shall maintain a list of fittings installed and shall provide an invoiced listing of the body casting and accessories weights of these fittings to be used for determining the payment for this item. All concrete blocking to be furnished and installed shall be included in the cost of this item.

All bolts on mechanical joints and flange joints shall have corrosion protection caps. The bolts shall have sufficient lengths to accommodate the installation of the corrosion protection caps.

Certain mechanical-joint fittings at critical locations may be designated by the Engineer to have wedge-type thrust restraint glands. The furnishing and installing of these types of thrust restraint glands shall be as specified and paid for under separate Contract items.

Basis of Payment: The work will be paid for at the Contract unit price per Pound for DUCTILE IRON WATER MAIN FITTINGS.

WATER MAIN LINE STOP 6"

At certain locations as directed by the Engineer, a water main line stop of the size indicated, similar to Hydra-Stop as manufactured by ADS shall be used to achieve a proper shutdown on existing water mains.

This work shall include excavating a pit around the existing water main, installing a water main line stop and backfilling the pit. Backfilling will be done according to the methods described in this contract item for TRENCH BACKFILL.

Basis of Payment: The work will be paid for at the Contract unit price per Each for WATER MAIN LINE STOP 6" which price shall include all costs for furnishing labor, material and equipment necessary for excavating a pit and installing the line stop on the existing water mains, backfilling, trenching, shoring, dewatering of pit and any other additional incidental work not included under other Contract items in order to properly complete the necessary work in accordance with the details shown on the Plans and the Specifications.

WATER MAIN LINE STOP 8"

This work shall include excavating a pit around the existing water main, installing a water main line stop and backfilling the pit.

At certain locations as directed by the Engineer, a water main line stop of the size indicated, similar to Hydra-Stop as manufactured by ADS shall be used to achieve a proper shutdown on existing water mains.

Trench Backfill will not be paid for separately but shall be included in the costs of this item. Backfilling will be done according to the methods described in this contract item for TRENCH BACKFILL.

Basis of Payment: The work will be paid for at the Contract unit price per Each for WATER MAIN LINE STOP 8" which price shall include all costs for furnishing labor, material and equipment necessary for excavating a pit and installing the line stop on the existing water mains, backfilling, trenching, shoring, dewatering of pit and any other additional incidental work not included under other Contract items in order to properly complete the necessary work in accordance with the details shown on the Plans and the Specifications.

CONNECTION TO EXISTING WATER MAIN 6"

This item shall include the connection and disconnection work of 6" water mains along 19th Avenue in accordance with the details on the plans. Any disconnection work at these locations shall be included under this item.

The Contractor shall arrange with the Village as to what time and for how long the water mains can be shut down. The Contractor shall have all necessary fittings, valves, and equipment required at the job site prior to the actual shut down being made. Once the shut-down is made, the Contractor shall work straight through until the valve and fittings necessary have been installed and the existing water mains can be placed back into service, regardless of the time taken.

The Village must be given a minimum of two (2) days advanced notice of any work to be done by the Contractor that may disturb the normal operation of the water system. The Village's acceptance must be obtained prior to any such work being undertaken by the Contractor.

To perform these connections, the Contractor, with the assistance and supervision of the Village Water Department, shall make the necessary valve closings at these locations, remove the located fittings and sections of water main, and then proceed to install the connection as detailed on the Plans.

The associated water main, fittings, valves, and valve vaults will each be paid for separately under their respective Contract Pay Items. This item shall include all other work that must be performed at these locations by the Contractor and that is not included under the various Contract Pay Items listed in the Schedule of Prices and described in these Specifications.

Basis of Payment: The work will be paid for at the Contract unit price per Each for CONNECTION TO EXISTING WATER MAIN 6".

CONNECTION TO EXISTING WATER MAIN 8"

This item shall include the connection and disconnection work at 19th Avenue in accordance with the details on the plans. The proposed ten-inch (10") water main will be connected to the existing ten-inch

(10") water main located within 19th Avenue. This item includes the necessary removal of existing water main to install the new tee. Any disconnection work at this location shall be included under this item.

The Contractor shall arrange with the Village Water Superintendent as to what time and for how long the water mains can be shut down. The Contractor shall have all necessary fittings, valves, and equipment required at the job site prior to the actual shut down being made. Once the shut-down is made, the Contractor shall work straight through until the valve and fittings necessary have been installed and the existing water mains can be placed back into service, regardless of the time taken.

The Village must be given a minimum of two (2) days advanced notice of any work to be done by the Contractor that may disturb the normal operation of the water system. The Village's acceptance must be obtained prior to any such work being undertaken by the Contractor.

To perform these connections, the Contractor, with the assistance and supervision of the Village Water Department, shall make the necessary valve closings at these locations, remove the located fittings and sections of water main, and then proceed to install the connection as detailed on the Plans.

The associated water main, fittings, valves, and valve vaults will each be paid for separately under their respective Contract Pay Items. This item shall include all other work that must be performed at these locations by the Contractor and that is not included under the various Contract Pay Items listed in the Schedule of Prices and described in these Specifications.

Basis of Payment: The work will be paid for at the Contract unit price per Each for CONNECTION TO EXISTING WATER MAIN 8".

CONNECTION TO EXISTING MANHOLE

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

All pipe connections to existing structures shall be made by core-drilling the wall of the existing structure and inserting an expandable, flexible rubber connector into the wall of the existing structure. The connector shall conform to ASTM C-443 & C-923 and include a stainless-steel band.

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

If it is not possible to core drill a hole into the existing structure, then the connection shall be made by pouring a concrete collar around the pipe connection to the structure in accordance with MWRD requirements.

Basis of Payment: The work will be paid for at the Contract unit price per Each for CONNECTION TO EXISTING MANHOLE.

RESTRICTED DEPTH CATCH BASINS, 4' DIAMETER, TYPE 1 FRAME, OPEN LID

This work shall be completed in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and as described herein.

A four-foot (4') diameter restricted catch basin shall be constructed at the locations shown on the Plans and in accordance with the details shown on the Plans. The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary.

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

This work shall also include any excavation and disposal of materials necessary to install proposed catch basins. Backfilling around the structure shall be completed according to the item for TRENCH BACKFILL. CA-7 shall be used as backfill as directed by the engineer.

Basis of Payment: The work will be paid for at the Contract unit price per Each for RESTRICTED DEPTH CATCH BASINS, 4' DIAMETER, TYPE 1 FRAME, OPEN LID.

PRESSURE TESTING AND DISINFECTION

The water mains installed under this Project shall be pressure-tested and disinfected in accordance with the Specifications herein described.

The new water mains or any valved sections of it shall be subject to a hydrostatic pressure test in basic compliance with Section 41-2.13 of the "Standard Specifications for Water and Sewer Main Construction in Illinois". The pipe shall be subjected to a hydrostatic pressure of one hundred fifty (150) pounds per square inch. Duration of each pressure test shall be for a period of not less than two (2) hours for pipes that have been backfilled before tests are made.

All joints showing visible leaks shall be repaired until tight. Any cracked or defective pipe, fitting, or valves discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material and the test shall be repeated.

Suitable means shall be provided by the Contractor for determining the quantity of water lost by leakage under the specified test pressure. Allowable leakage shall not be greater than that computed by the following table.

<u>Diameter of Pipe</u>	<u>Allowable Leakage in Gal/Hr/1,000 Ft</u>
12 Inch	0.99
10 Inch	0.83
8 Inch	0.66

Leakage is defined as the quantity of water to be supplied in the newly laid pipe or any valved section of it necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

After satisfactory completion of the hydrostatic testing, the piping shall be flushed to remove any solutions, debris, or contaminated materials that may have lodged within the piping. The flow velocity of the water in the piping during the flushing shall be not less than 2.5 feet per second and shall be a maximum velocity sufficient to deliver clear, debris-free water at the discharge point. Water mains shall be disinfected by or under the direction of an experienced professional chlorination technician retained by the Contractor, in a manner acceptable to the Engineer and the State Department of Health, and in accordance with AWWA Standard C651-99. After the chlorination process, water samples shall be collected at each of the sampling taps and submitted to the laboratory for bacteriological examination of two (2) separate days. Should the chlorination fail to result in approval, the chlorination procedures shall be repeated until satisfactory results are obtained. Sampling taps shall not be paid for as a separate item but shall be included in this item.

The supply of water necessary to pressure-test and disinfect the proposed water main shall be provided by the Village of Maywood through connections to its water system.

Basis of Payment: This item shall be at the Contract unit price per Lump Sum for PRESSURE TESTING AND DISINFECTION which shall include all necessary pressure tests and disinfections for the water main to be installed.

RESTRAINED JOINT 8"

At locations specified by the Engineer, water main fittings shall be restrained by the use of Retainer Glands. These retainer glands will only be paid for at locations where they have been specified by the Engineer.

Basis of Payment: This item shall be at the Contract unit price per Each for RESTRAINED JOINT 8".

RESTRAINED JOINT 6"

At locations specified by the Engineer, water main fittings shall be restrained by the use of Retainer Glands. These retainer glands will only be paid for at locations where they have been specified by the Engineer.

Basis of Payment: This item shall be at the Contract unit price per Each for RESTRAINED JOINT 6”.

STORM SEWERS, DUCTILE IRON, TYPE 1 10”

This work shall be completed according to Section 550 of the Standard Specifications for Road and Bridge Construction and as described herein.

This DIP sewer will be installed as storm sewer laterals between the new catch basins and the main storm sewer pipe as shown on the plans. The DIP pipe shall be Class 52, cement-lined and tar-coated, meeting the requirements of Specifications ANSI/AWWA 21.51/C151, A21.52 and Federal Specification WW-P-421d with “push-on” joints meeting the requirements of specifications ANSI/AWWA A21.11/C111. Pipe installation shall be in accordance with Section 31 of the “Standard Specifications for Water and Sewer Main Construction”.

The sewer shall be laid on a minimum four inch (4”) thick bedding material of gradation CA-11. Additional depth of bedding may be necessary to provide a supporting foundation if unsuitable ground conditions are encountered during excavation of the sewer trench. The sewer shall be encased in the CA-11 gradation material to a depth of 12” above the crown of the pipe. The cost for furnishing and placing the crushed stone bedding and encasement shall be included in the unit price per lineal foot for this item. Excavation, bedding, and pipe encasement will be included in the unit cost of the pay item. Trench backfill will be paid under TRENCH BACKFILL.

Any excavation and disposal of materials to properly install the pipe shall be included in this item.

Any mission couplings necessary to make the connections to the existing pipe shall be included in this item.

Basis of Payment: This work will be paid for at the Contract unit price per Foot for STORM SEWERS, DUCTILE IRON, TYPE 1 10”

10” X 6” PVC SEWER SERVICE CONNECTION (SPECIAL)

This work shall be completed according to Section 550 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include the 10” x 6” sewer service connections to be replaced. The Contractor will be required to connect the existing sewer services to the proposed sewer during the replacement of the existing sewer. The Contractor will replace the tee fitting, riser section of the service and the bend fitting used to level the existing service as part of this item. Any mission couplings necessary to make the connections to the existing pipe shall be included in this item. Removal of existing pipes to install the tee shall be included in this item.

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241. The joints shall be rubber gasket and conform to ASTM

designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Any excavation and disposal of materials necessary to complete the installation shall be included in the cost of this item. Backfilling of the area shall be completed and paid for according to the item for TRENCH BACKFILL.

Basis of Payment: This item shall be at the Contract unit price per Each for 10" x 6" PVC SEWER SERVICE CONNECTION (SPECIAL).

12" X 6" PVC SEWER SERVICE CONNECTION (SPECIAL)

This work shall be completed according to Section 550 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include the 12" x 6" sewer service connections to be replaced. The Contractor will be required to connect the existing sewer services to the proposed sewer during the replacement of the existing sewer. The Contractor will replace the tee fitting, riser section of the service and the bend fitting used to level the existing service as part of this item. Any mission couplings necessary to make the connections to the existing pipe shall be included in this item. Removal of existing pipes to install the tee shall be included in this item.

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Any excavation and disposal of materials necessary to complete the installation shall be included in the cost of this item. Backfilling of the area shall be completed and paid for according to the item for TRENCH BACKFILL.

Basis of Payment: This item shall be at the Contract unit price per Each for 12" x 6" PVC SEWER SERVICE CONNECTION (SPECIAL).

PVC COMBINED SEWER PIPE REPLACEMENT

This work shall be completed according to Section 550 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include the replacement of 10", 12" and 18" diameter combined sewer section. In those locations indicated on the Plans or as directed by the Engineer, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed.

The 10" and 12" pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to

ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477.

The 18" pipe shall have a minimum standard dimension (SDR) of 25 or 26 and shall conform to ASTM designation F-679. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477.

Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction". Any mission couplings necessary to make the connections to the existing pipe shall be included in this item.

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

Any excavation and disposal of materials, including the removal and disposal of pipes, necessary to complete the replacement shall be included in the cost of this item. Backfilling of the area shall be completed and paid for according to the item for TRENCH BACKFILL.

Basis of Payment: This work will be paid for at the Contract unit price per Foot for PVC COMBINED SEWER PIPE REPLACEMENT of the specified diameter.

STORM SEWERS, CLASS B, TYPE 2

This work shall be completed according to Section 550 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include the installation of storm sewer of the specified size in locations as shown on the plans. In those locations indicated on the Plans or as directed by the Engineer, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

Any excavation and disposal of materials, including the removal and disposal of pipes, necessary to complete installation shall be included in the cost of this item. Backfilling of the area shall be completed and paid for according to the item for TRENCH BACKFILL.

Basis of Payment: This work will be paid for at the Contract unit price per Foot for STORM SEWERS, CLASS B, TYPE 2 of the specified size.

REMOVE EXISTING VALVE AND VAULT

This item shall consist of completely removing valves and vaults at locations shown on the Plans or as directed by the Engineer. The area will then be backfilled according to the item TRENCH BACKFILL. Trench backfill will not be paid for separately but shall be included in this item. Any pipes that are cut and abandoned as a result of the valve and vault removal shall be brick and mortared as directed by the engineer.

Basis of Payment: This work will be paid for at the Contract unit price per Each for REMOVE EXISTING VALVE AND VAULT.

CUT AND CAP EXISTING WATER MAIN

At locations shown on the plans or specified by the Engineer, existing water main to be abandoned up to a specified point and to continue in service beyond that point shall be exposed by excavation, temporarily shut-down, cut and capped with a restrained mechanical joint cap, and braced with thrust blocking. The portion of pipe to be permanently abandoned shall have its ends capped or plugged with grout to prevent materials from entering, or shall be completely grouted where shown on the plans or directed by the Engineer.

Minimizing the duration of the shut down is critical. The Contractor shall have all materials on hand and the pipe exposed, cleaned, and prepared for capping and bracing prior to the Village shutting off water pressure to the site, and prior to making any cuts on the existing system.

The cost for the fitting will be paid for under the item DUCTILE IRON WATERMAIN FITTINGS.

Basis of Payment: This work will paid for at the Contract unit price per Each for CUT AND CAP EXISTING WATER MAIN of the specified size. This price shall include all costs for providing the labor, equipment, and material necessary to complete this work in accordance with the Plans and Specifications.

WATER SERVICE LINE (BORED)

This work shall be completed according to Section 562 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include the installation of water services of the specified size to certain properties on the opposite side of the street of the watermain, as shown on the plans.

A corporation tap shall be made into the water main and a copper water service pipe of the specified size, Type K, shall be installed from the tap using a tapping sleeve, Cascade CS 22, to a new curb stop (roundway complete with box) to be located as shown on the Plans. The water service box shall be located along the Right-of-Way line as indicated on the plans. The proposed water service will connect with the existing water service on private property side of the new water service box. All copper

connections shall be made with flared joints.

The water services shall be installed using a directional boring method. The contractor will not be allowed to set up his equipment on private property nor cause any damage to private property. It is recommended that the Contractor utilize a directional augering machine that can sit in a pit excavated adjacent to the existing water main trench. The method for directional augering the long water services must be approved by the Engineer and the Village prior to the beginning of this work.

The Contractor will not backfill the connections at the corporation stop and the roundway until the Village or the Engineer has inspected all connections with the service under pressure.

Basis of Payment: This work will be paid for at the Contract unit price per price Each for WATER SERVICE LINE, (BORED) of the specified size which price shall include all costs for furnishing the labor, equipment, and materials necessary to locate existing utilities in the path of the new water service, excavate and expose the existing water service and water main, make the tap into the new water main, furnish and install the curb stop and box, copper pipe (Type K), and connecting fittings, make the connections at the tap, curb stop, and existing water service, remove existing box, install and compact the trench backfill, and to perform any other work necessary to complete the installation of the new water service in accordance with the Specifications.

STABILIZED CONSTRUCTION ENTRANCE

Install a stabilized construction entrance at all defined points where traffic enters or leaves a construction site and moving directly off or onto a public road. Use construction entrances in conjunction with the stabilization of construction roads to reduce the amount of mud picked up by vehicles.

The entrance consists of a temporary stone-stabilized pad with a non-woven geotextile fabric underlining, at defined points of vehicular ingress and egress on construction sites to reduce the amount of mud, dirt, and rocks transported onto public roads by motor vehicles, equipment, and runoff as shown in the details on the plans.

Inspect stabilized construction entrances every seven (7) days. Check for mud and sediment buildup and pad integrity. Wash, replace, or add stone whenever the entrance fails to perform effectively or as directed by the inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce mud being carried offsite by vehicles. Frequent washing will extend the useful life of the stone.

Basis of Payment: This work will be paid for at the Contract unit price per Square Yard for STABILIZED CONSTRUCTION ENTRANCE, for constructing stabilized construction entrances as specified or directed and includes furnishing, installing, inspecting, maintaining, reshaping, removing, and disposing the stabilized construction entrance; drainage, geotextile under the aggregate; sweeping adjacent roadways as necessary or directed; and all other materials, labor and equipment in accordance with the Plans, Specifications, and other terms of the Contract.

WATER SERVICE LINE

This work shall be completed according to Section 562 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include the installation of water services to certain properties as shown on the plans. The proposed water services will be installed to properties located on the same side of the street as the proposed water main. The transferring of the water services shall be done after the new 8" water main has been placed into service and before the existing 6" water main has been disconnected.

A corporation tap shall be made into the water main and a copper water service pipe of the specified size, Type K, shall be installed from the tap using a tapping sleeve (Cascade CS 22) to a new curb stop (roundway complete with box) to be located as shown on the Plans. The water service box shall be located along the Right-of-Way line as indicated on the plans. The proposed water service will connect with the existing water service on private property side of the new water service box. All copper connections shall be made with flared joints.

The Contractor will not backfill the water service until the Village or the Engineer has inspected all connections with the service under pressure.

The price for this item shall include all costs for furnishing the labor, equipment, and materials necessary to excavate and expose the existing water service and water main, make the tap into the new water main, furnish and install the curb stop and box, copper pipe (Type K), and connecting fittings, make the connections at the tap, curb stop, and existing water service, remove existing box, install and compact the trench backfill, and to perform any other work necessary to complete the installation of the new water service in accordance with the Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per Each for WATER SERVICE LINE of the specified size.

SUPPLEMENTAL WATERING

This work shall be completed according to Section 252 of the Standard Specifications for Road and Bridge Construction and as described herein.

This work will include watering sod at the rates specified and as directed by the Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements. Water sod a minimum of twice a week. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. **The Contractor shall give an approximate time window of when they will begin at the work location to the Engineer. The Engineer shall be present during the watering operation.** A minimum of 10

units of water per day must be applied until the work is complete.

Should the Contractor fail to complete the work on a timely basis or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department liquidated damages as outlined in the **“Failure to Complete Plant Care and Establishment Work on Time” special provision.**

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department’s actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department’s actual loss and fairly takes into account the loss of the trees if the watering is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

27 gallons per square yard for Sodded Areas

Method of Application: Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. Water shall slowly infiltrate into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement: Supplemental watering will be measured in units of 1000 gallons of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE

Description: All work, materials, and equipment shall conform to Section 201 of the Standard Specifications except as modified herein.

Prior to start of any work, the Contractor shall inspect all tree branches that overhang into the roadway.

Any branches that will be in conflict with construction equipment shall be reported to the Engineer. The Engineer will make the final decision on trees requiring tree pruning.

Pruning will be done on tree branches that overhang into the roadway and will be in conflict with construction equipment along roadsides. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning standard. Plant material shall be pruned to provide a minimum vertical clearance of 14 ft from the finished surface of the roadbed and shoulders. Pruning for sight distance and other safety purposes shall be as directed by the Engineer. Branches on existing trees to remain that need to be removed for safety and equipment clearance shall be pruned prior to the resurfacing operation.

Breaking off branches of plant material to remain during construction operations will not be allowed. Pruning shall be done in the presence of the Engineer and in such a manner as to preserve the natural growth habit of each tree.

If a dead and/or hazardous limb is found to be at a higher elevation than the pruning clearance requirement, the Contractor shall prune the limb and will not be paid separately.

Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.

Method of Measurement: Pruning for Safety and Equipment Clearance will be measured for payment on a lump sum basis.

Basis of Payment: Pruning for Safety and Equipment Clearance will be paid for at the contract lump sum price for PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE.

EXPLORATORY TRENCH (SPECIAL)

This work shall be completed according to Section 213 of the Standard Specifications for Road and Bridge Construction and as described herein.

This work shall include exploration and excavation in advance of a structure installation, pipe laying operation, water service installation, or to determine the elevation and location of existing utilities. This work shall be completed as directed by the engineer.

The excavated areas shall be backfilled with crushed stone CA-6 after the utility information is recorded by the Engineer, which shall be included in this item.

The contractor shall notify the Engineer prior to initiating any exploratory excavation.

It is anticipated that this work will be necessary in advance of storm sewer installation along 19th Avenue in which exploratory excavation will be necessary for identifying which sanitary service lines will require adjustment for the storm sewer installation.

Basis of Payment: This work will be paid for at the Contract unit price per Foot for EXPLORATORY TRENCH (SPECIAL).

ADJUSTING SANITARY LINES, 8" DIAMETER OR LESS

This work shall be completed in accordance with Section 563 of the Standard Specification and as described herein.

It is anticipated that adjusting of sanitary lines, 8" diameter or less will be identified by exploratory trench to determine whether the sanitary lines are in conflict with proposed utilities. This work will be completed as directed by the engineer.

This work consist of replacing a section of combined sewer main with new PVC pipe of size to be determined in field with a new PVC tee fitting of necessary size. Replacement of mainline sewer and tee shall be necessary to complete the adjustment. Replacement of mainline sewer and tee will not be included in this item but shall be paid for and completed according to the items PVC COMBINED SEWER REPLACEMENT, 10" or PVC COMBINED SEWER REPLACEMENT 12" for sewer main replacement and 10" X 6" PVC SEWER SERVICE CONNECTION (SPECIAL) or 12" X 6" PVC SEWER SERVICE CONNECTION (SPECIAL).

The contractor will then complete the adjustment of the sanitary line so that it is not in conflict with proposed sewer lines. This pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with section 31 of the "Standard Specifications for Water and Sewer Main Construction in Illinois". Any necessary mission couplings and fittings past the mainline tee as described above necessary to complete the adjustment shall be included in this item. Furnishing of materials shall be included in this item.

Any excavation and disposal of materials, including the removal and disposal of pipes, necessary to complete the adjustment and installation shall be included in the cost of this item. Backfilling of the area shall be completed and paid for according to the item for TRENCH BACKFILL.

Basis of Payment: This work will be paid for at the Contract unit price per foot for ADJUSTING SANITARY LINES, 8" DIAMETER OR LESS.

SANITARY SEWER SERVICE, 6"

This work shall be completed according to Section 550 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item shall include any sections of sewer pipe past the bend fitting of the connection that may require replacement. The contractor shall be required to carefully remove the existing sewer service pipe until a structurally sound piece of pipe is exposed. The sewer service pipe shall be installed across the trench the trench to a point two feet (2') past the back of the sidewalk. The engineer shall determine the length of the existing sewer service to be replaced.

The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with section 31 of the "Standard Specifications for Water and Sewer Main Construction in Illinois". Any necessary mission couplings and fittings past the mainline tee as described above necessary to complete the adjustment shall be included in this item. Furnishing of materials necessary to complete the installation shall be included in this item.

This item will not be used for any sanitary lines or services to be adjusted due to conflicts with proposed utility work.

Any excavation and disposal of materials, including the removal and disposal of pipes, necessary to complete the adjustment and installation shall be included in the cost of this item. Backfilling of the area shall be completed and paid for according to the item for TRENCH BACKFILL.

Basis of Payment: This work will be paid for at the Contract unit price per Foot for SANITARY SEWER SERVICE, 6".

VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID

This work shall be completed in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and as described herein.

This item consists of furnishing all work and materials, including the necessary cast iron frames and lids, necessary to construct a valve vault of the sized diameter as indicated on the plans, in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans. This work shall also include any excavation and disposal of materials necessary to install proposed valve vaults. Backfilling around the structure shall be completed according to the item for TRENCH BACKFILL. CA-7 shall be used as backfill as directed by the engineer.

The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be required. Butyl rubber gasket compound shall be used to seal the various structure joints.

All proposed and existing structures located within the pavement shall be adjusted to finished grade after the hot-mix asphalt binder course has been placed. The pavement disturbed by the adjustment shall be replaced with eight inches (8") of concrete base course to the grade of the hot-mix asphalt base course. The removal and replacement of the pavement shall be included as part of this item. The pavement shall be saw-cut to full depth in a 5' x 5' square prior to removal.

Structures, which are located in the curb and gutter or sidewalk, shall not be adjusted to final grade until the curb and gutter or sidewalk has been placed to within five feet (5') of each side of the structure. At

this time the Contractor may adjust the structure to the proper elevation to achieve drainage of the curb and gutter.

Basis of Payment: This work will be paid for at the Contract unit price Each for VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID.

AGGREGATE BASE COURSE, TYPE B, 9"

This work shall be completed according to Section 351 of the Standard Specifications for Road and Bridge Construction and as described herein.

It is anticipated that this item will be used for new aggregate base course improvements on hot-mix asphalt driveway replacements according to the item INCIDENTAL HOT-MIX ASPHALT SURFACING. This work will be necessary when the existing base is determined inadequate or the existing void from the driveway removal requires additional stone to allow the proposed grades of the three inches (3") of hot-mix asphalt to be met. In any case, this work will be completed as directed by the engineer.

The contractor shall be required to excavate to allow for nine inches (9") of new aggregate material and three inches (3") of hot-mix asphalt. Removal and disposal of any materials necessary to allow for this cross-section shall be included in this item. The aggregate stone shall be compacted in a minimum of three lifts using methods as approved by the engineer.

Basis of Payment: This work will be paid for at the Contract unit price per Square Yard for AGGREGATE BASE COURSE, TYPE B, 9".

RAILROAD TRACK REMOVAL

On 19th Avenue, there may be old railroad tracks that have been paved over. This item involves the removal and disposal of the railroad tracks. The existing railroad track shall consist of two rails, timbers, cross members and ties which shall be removed and disposed of.

Method of Measurement: Railroad track will be measured for payment in feet in place which shall be the linear feet of railroad track. Linear footage of timbers, cross members and ties shall not be included in the measured total footage for payment but removal and disposal shall be included in the cost of this item.

Basis of Payment: This work will be paid for at the Contract unit price per Foot of RAILROAD TRACK REMOVAL, which price shall include all costs for furnishing labor and equipment necessary to remove and dispose of two rails and any timbers, cross members or ties consisting of one track, in accordance with the Specifications.

STEEL CASING, 16"

This item shall include the installation of sixteen-inch (16") casing at the locations shown on the Plans. Lengths greater than twenty feet (20') may be welded in the field for a water-tight joint.

Casing spacers will be included in this item and shall be a two-piece shell per carrier pipe and made from T-304 stainless steel of a minimum 14 gauge thickness. Each shell section shall be lined with a 0.090" thick, ribbed PVC extrusion with a retaining section that overlaps the edges of the shell and prevents slippage. Bearing surfaces (runners) shall be ultra-high molecular weight polyethylene (UHMW) to provide abrasion resistance and a low coefficient of friction (0.12). The runners shall be attached to support structures (risers) at appropriate positions to properly support the carrier pipe within the casing pipe and to ease installation. The runners shall be mechanically bolted to the riser. The bolt heads are welded to the inside of the risers for strength. Risers shall be made of T-304 stainless steel of a maximum 10 gauge. All risers shall be MIG welded to the shell. Bottom risers 6" and over in height shall be reinforced. All reinforcing plates shall be 10 ga. T-304 stainless steel and shall be MIG welded to mating parts.

Standard positioning within the casing pipe shall be sized such that the carrier rests near the bottom of the casing pipe and the height of the risers and runners are to provide a bottom clearance not less than one-half inch between the casing pipe and the extreme outside diameter of the joint (bell, seam weld). Due to the numerous application possibilities, consult factory for spacing requirements.

Both ends of the casing pipe shall be sealed after the carrier pipe has been installed. Casing spacer end seals shall be a pull-over type construction and made from Neoprene with T-304 stainless steel bands for securing the ends of the end seal to the casing pipe and carrier pipe.

Work related to this item but paid for under the respective Water Main pipe item installed within the casing are the ductile iron water main, the excavating of the pavement, disposing or replacing of the excavated materials, furnishing and placing the bedding materials within which the pipe is to be enveloped, and properly compacting the materials placed into the trench after the casing has been installed.

The bedding materials shall be Coarse Aggregate (crushed stone), CA-11, or CA-13, having a minimum thickness of 4" below the pipe and enveloping the pipe to a height of 12" above the pipe. These items shall be included in the cost of the related Water Main pay item.

Work related to this item and included in the cost of the item are required restraints for all water main joints within the casing pipe, casing spacers, sealing the ends of the casing around the water main pipe, and welding the casing joints to water-tight condition.

Basis of Payment: This item shall be at the Contract unit price per Foot for STEEL CASING, 16"

ROADWAY LIGHTING SPECIAL PROVISIONS

General Electrical Requirements

Effective: September 1, 2019

This special provision replaces Articles 801.01 – 801.07, 801.09 – 801-16 of the Standard Specifications.

Definition. Codes, standards, and industry specifications cited for electrical work shall be by definition the latest adopted version thereof, unless indicated otherwise.

Materials by definition shall include electrical equipment, fittings, devices, motors, appliances, fixtures, apparatus, all hardware and appurtenances, and the like, used as part of, or in connection with, electrical installation.

Standards of Installation. Materials shall be installed according to the manufacturer's recommendations, the NEC, OSHA, the NESC, and AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

All like materials shall be from the same manufacturer. Listed and labeled materials shall be used whenever possible. The listing shall be according to UL or an approved equivalent.

Safety and Protection. Safety and protection requirements shall be as follows.

Safety. Electrical systems shall not be left in an exposed or otherwise hazardous condition. All electrical boxes, cabinets, pole handholes, etc. which contain wiring, either energized or non-energized, shall be closed or shall have covers in place and be locked when possible, during nonworking hours.

Protection. Electrical raceway or duct openings shall be capped or otherwise sealed from the entrance of water and dirt. Wiring shall be protected from mechanical injury.

Equipment Grounding Conductor. All electrical systems, materials, and appurtenances shall be grounded. Good ground continuity throughout the electrical system shall be assured, even though every detail of the requirements is not specified or shown. Electrical circuits shall have a continuous insulated equipment grounding conductor. When metallic conduit is used, it shall be bonded to the equipment grounding conductor, but shall not be used as the equipment grounding conductor.

Detector loop lead-in circuits, circuits under 50 volts, and runs of fiber optic cable will not require an equipment grounding conductor.

Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point. After the connection is completed, the paint system shall be repaired to the satisfaction of the Engineer.

Bonding of all boxes and other metallic enclosures throughout the wiring system to the equipment

grounding conductor shall be made using a splice and pigtail connection. Mechanical connectors shall have a serrated washer at the contact surface.

All connections to structural steel or fencing shall be made with exothermic welds. Care shall be taken not to weaken load carrying members. Where connections are made to epoxy coated reinforcing steel, the epoxy coating shall be sufficiently removed to facilitate a mechanical connection. The epoxy coating shall be repaired to the satisfaction of the Engineer. Where connections are made to insulated conductors, the connection shall be wrapped with at least four layers of electrical tape extended 6 in. (150 mm) onto the conductor insulation.

Submittals. At the preconstruction meeting, the Contractor shall submit a written listing of manufacturers for all major electrical and mechanical items. The list of manufacturers shall be binding, except by written request from the Contractor and approval by the Engineer. The request shall include acceptable reasons and documentation for the change.

Major items shall include, but not limited to the following:

Type of Work (discipline)	Item
All Electrical Work	Electric Service Metering Emergency Standby System Transformers Cable Unit Duct Splices Conduit Surge Suppression System
Lighting	Tower Pole Luminaire Foundation Breakaway Device Controllers Control Cabinet and Peripherals
ITS	Controller Cabinet and Peripherals CCTV Cameras Camera Structures Ethernet Switches Detectors Detector Loop Fiber Optic Cable

Within 30 calendar days after contract execution, the Contractor shall submit, for approval, one copy each of the manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated items). Submittals for the materials for each individual pay item shall be complete in every respect. Submittals which include multiple pay items shall have all submittal material for each item or group of items covered by a particular specification, grouped together and the applicable pay item identified. Various submittals shall, when taken together, form a complete coordinated package. A partial submittal will be returned without review unless prior written permission is obtained from the Engineer.

The submittal shall be properly identified by route, section, county, and contract number.

The Contractor shall have reviewed the submittal material and affixed his/her stamp of approval, with date and signature, for each individual item. In case of subcontractor submittal, both the subcontractor and the Contractor shall review, sign, and stamp their approval on the submittal.

Illegible print, incompleteness, inaccuracy, or lack of coordination will be grounds for rejection.

Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations.

The Engineer will review the submittals for conformance with the design concept of the project according to Article 105.04 and the following. The Engineer will stamp the drawings indicating their status as "Approved", "Approved as Noted", "Disapproved", or "Information Only". Since the Engineer's review is for conformance with the design concept only, it shall be the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, or layout drawings by the Engineer's approval thereof. The Contractor shall still be in full compliance with contract and specification requirements.

All submitted items reviewed and marked "Disapproved" or "Approved as Noted" shall be resubmitted by the Contractor in their entirety, unless otherwise indicated within the submittal comments.

Work shall not begin until the Engineer has approved the submittal. Material installed prior to approval by the Engineer, will be subject to removal and replacement at no additional cost to the Department.

Unless otherwise approved by the Engineer, all of the above items shall be submitted to the Engineer at the same time. Each item shall be properly identified by route, section, and contract number.

Electronic Submittals. The Contractor shall submit all cut-sheets to the local agency engineer prior to submitting to Local Roads for review.

Certifications. When certifications are specified and are available prior to material manufacture, the certification shall be included in the submittal information. When specified and only available after manufacture, the submittal shall include a statement of intent to furnish certification. All certificates shall

be complete with all appropriate test dates and data.

Authorized Project Delay. See Article 801.08

Maintenance transfer and Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than fourteen (14) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 1 foot (304.8 mm) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

Maintenance and Responsibility During Construction.

Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance of the existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

The proposed lighting system must be operational prior to opening the roadway to traffic unless temporary lighting exists which is designed and installed to properly illuminate the roadway.

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.

Damage to Electrical Systems. Should damage occur to any existing electrical systems through the Contractor's operations, the Engineer will designate the repairs as emergency or non-emergency in nature.

Emergency repairs shall be made by the Contractor, or as determined by the Engineer, the Department, or its agent. Non-emergency repairs shall be performed by the Contractor within six working days following discovery or notification. All repairs shall be performed in an expeditious manner to assure all electrical systems are operational as soon as possible. The repairs shall be performed at no additional cost to the Department.

Lighting. An outage will be considered an emergency when three or more lights on a circuit or three successive lights are not operational. Knocked down materials, which result in a danger to the motoring public, will be considered an emergency repair.

Temporary aerial multi-conductor cable, with grounded messenger cable, will be permitted if it does not interfere with traffic or other operations, and if the Engineer determines it does not require unacceptable modification to existing installations.

Marking Proposed Locations for Highway Lighting System. The Contractor shall mark or stake the proposed locations of all poles, cabinets, junction boxes, pull boxes, handholes, cable routes, pavement crossings, and other items pertinent to the work. A proposed location inspection by the Engineer shall be requested prior to any excavation, construction, or installation work after all proposed installation locations are marked. Any work installed without location approval is subject to corrective action at no additional cost to the Department.

Inspection of electrical work. Inspection of electrical work shall be according to Article 105.12 and the

following.

Before any splice, tap, or electrical connection is covered in handholes, junction boxes, light poles, or other enclosures, the Contractor shall notify and make available such wiring for the Engineer's inspection.

Testing. Before final inspection, the electrical work shall be tested. Tests may be made progressively as parts of the work are completed, or may be made when the work is complete. Tests shall be made in the presence of the Engineer. Items which fail to test satisfactorily shall be repaired or replaced. Tests shall include checks of control operation, system voltages, cable insulation, and ground resistance and continuity.

The forms for recording test readings will be available from the Engineer in electronic format. The Contractor shall provide the Engineer with a written report of all test data including the following:

- Voltage Tests
- Amperage Tests
- Insulation Resistance Tests
- Continuity tests
- Detector Loop Tests

Lighting systems. The following tests shall be made.

- (1) Voltage Measurements. Voltages in the cabinet from phase to phase and phase to neutral, at no load and at full load, shall be measured and recorded. Voltage readings at the last termination of each circuit shall be measured and recorded.
- (2) Insulation Resistance. Insulation resistance to ground of each circuit at the cabinet, with all loads connected, shall be measured and recorded.

On tests of new cable runs, the readings shall exceed 50 megohms for phase and neutral conductors with a connected load over 20 A, and shall exceed 100 megohms for conductors with a connected load of 20 A or less.

On tests of cable runs which include cables which were existing in service prior to this contract, the resistance readings shall be the same or better than the readings recorded at the maintenance transfer at the beginning of the contract. Measurements shall be taken with a megohm meter approved by the Engineer.

- (3) Loads. The current of each circuit, phase main, and neutral shall be measured and recorded. The Engineer may direct reasonable circuit rearrangement. The current readings shall be within ten percent of the connected load based on material ratings.
- (4) Ground Continuity. Resistance of the system ground as taken from the farthest extension of

each circuit run from the controller (i.e. check of equipment ground continuity for each circuit) shall be measured and recorded. Readings shall not exceed 2.0 ohms, regardless of the length of the circuit.

- (5) Resistance of Grounding Electrodes. Resistance to ground of all grounding electrodes shall be measured and recorded. Measurements shall be made with a ground tester during dry soil conditions as approved by the Engineer. Resistance to ground shall not exceed 10 ohms.

ITS. The following test shall be made in addition to the lighting system test above.

Detector Loops. Before and after permanently securing the loop in the pavement, the resistance, inductance, resistance to ground, and quality factor for each loop and lead-in circuit shall be tested. The loop and lead-in circuit shall have an inductance between 20 and 2500 microhenries. The resistance to ground shall be a minimum of 50 megohms under any conditions of weather or moisture. The quality factor (Q) shall be 5 or greater.

Fiber Optic Systems. Fiber optic testing shall be performed as required in the fiber optic cable special provision and the fiber optic splice special provision.

All test results shall be furnished to the Engineer seven working days before the date the inspection is scheduled.

Contract Guarantee. The Contractor shall provide a written guarantee for all electrical work provided under the contract for a period of six months after the date of acceptance with the following warranties and guarantees.

- (a) The manufacturer's standard written warranty for each piece of electrical material or apparatus furnished under the contract. The warranty for light emitting diode (LED) modules, including the maintained minimum luminance, shall cover a minimum of 60 months from the date of delivery.
- (b) The Contractor's written guarantee that, for a period of six months after the date of final acceptance of the work, all necessary repairs to or replacement of said warranted material or apparatus for reasons not proven to have been caused by negligence on the part of the user or acts of a third party shall be made by the Contractor at no additional cost to the Department.
- (c) The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of six months after final acceptance of the work.

The warranty for an uninterruptable power supply (UPS) shall cover a minimum of two years from date the equipment is placed in operation; however, the batteries of the UPS shall be warranted for full replacement for a minimum of five years.

Record Drawings. Alterations and additions to the electrical installation made during the execution of the work shall be neatly and plainly marked in red by the Contractor on the full-size set of record drawings

kept at the Engineer's field office for the project. These drawings shall be updated on a daily basis and shall be available for inspection by the Engineer during the course of the work. The record drawings shall include the following:

- Cover Sheet
- Summary of Quantities, electrical items only
- Legends, Schedules and Notes
- Plan Sheet
- Pertinent Details
- Single Line Diagram
- Other useful information useful to locate and maintain the systems.

Any modifications to the details shall be indicated. Final quantities used shall be indicated on the Summary of Quantities. Foundation depths used shall also be listed.

As part of the record drawings, the Contractor shall inventory all materials, new or existing, on the project and record information on inventory sheets provided by the Engineer.

The inventory shall include:

- Location of Equipment, including rack, chassis, slot as applicable.
- Designation of Equipment
- Equipment manufacturer
- Equipment model number
- Equipment Version Number
- Equipment Configuration
 - Addressing, IP or other
 - Settings, hardware or programmed
- Equipment Serial Number

The following electronic inventory forms are available from the Engineer:

- Lighting Controller Inventory
- Lighting Inventory
- Light Tower Inspection Checklist
- ITS Location Inventory

The information shall be entered in the forms; handwritten entries will not be acceptable; except for signatures. Electronic file shall also be included in the documentation.

When the work is complete, and seven days before the request for a final inspection, the set of contract drawings, stamped "**RECORD DRAWINGS**", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or

electrician. The record drawings shall be submitted in PDF format on flash drives as well as hardcopy's for review and approval.

In addition to the record drawings, PDF copies of the final catalog cuts which have been Approved and Approved as Noted with applicable follow-up shall be submitted along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible. Hard copies of the catalog are not required with this submittal.

The Contractor shall provide two sets of electronically produced drawings in a moisture proof pouch to be kept on the inside door of the controller cabinet or other location approved by the Engineer. These drawings shall show the final as-built circuit orientation(s) of the project in the form of a single line diagram with all luminaires numbered and clearly identified for each circuit.

Final documentation shall be submitted as a complete submittal package, i.e. record drawings, test results, inventory, etc. shall be submitted at the same time. Partial piecemeal submittals will be rejected without review. A total of five hardcopies and flash drives of the final documentation shall be submitted.

GPS Documentation. In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- All light poles and light towers.
- Handholes and vaults.
- Junction Boxes
- Conduit roadway crossings.
- Controllers.
- Control Buildings.
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations.
- CCTV Camera installations.
- Roadway Surveillance installations.
- Fiber Optic Splice Locations.
- Fiber Optic Cables. Coordinates shall be recorded along each fiber optic cable route every 200 feet.
- All fiber optic slack locations shall be identified with quantity of slack cable included. When sequential cable markings are available, those markings shall be documented as cable marking into enclosure and marking out of enclosure.

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

1. District
2. Description of item
3. Designation
4. Use
5. Approximate station
6. Contract Number
7. Date
8. Owner
9. Latitude
10. Longitude
11. Comments

A spreadsheet template will be available from the Engineer for use by the Contractor.

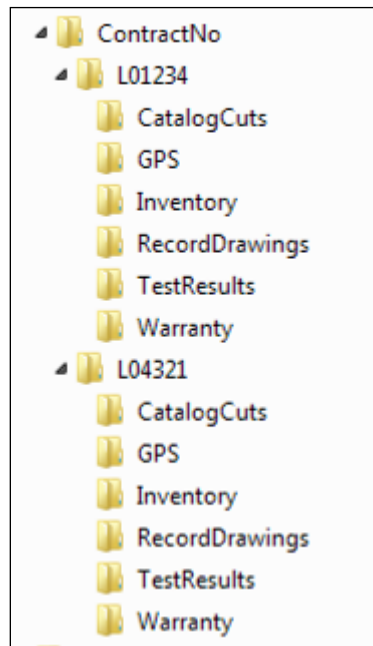
Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 20 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified. **Data collection prior to the submittal and review of the sample data of existing data points will be unacceptable and rejected.**

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years.”

The documents on the flash drive shall be organized by the Electrical Maintenance Contract Management System (EMCMS) location designation. If multiple EMCMS locations are within the contract, separate folders shall be utilized for each location as follows:



Extraneous information not pertaining to the specific EMCMS location shall not be included in that particular folder and sub-folder.

The inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.

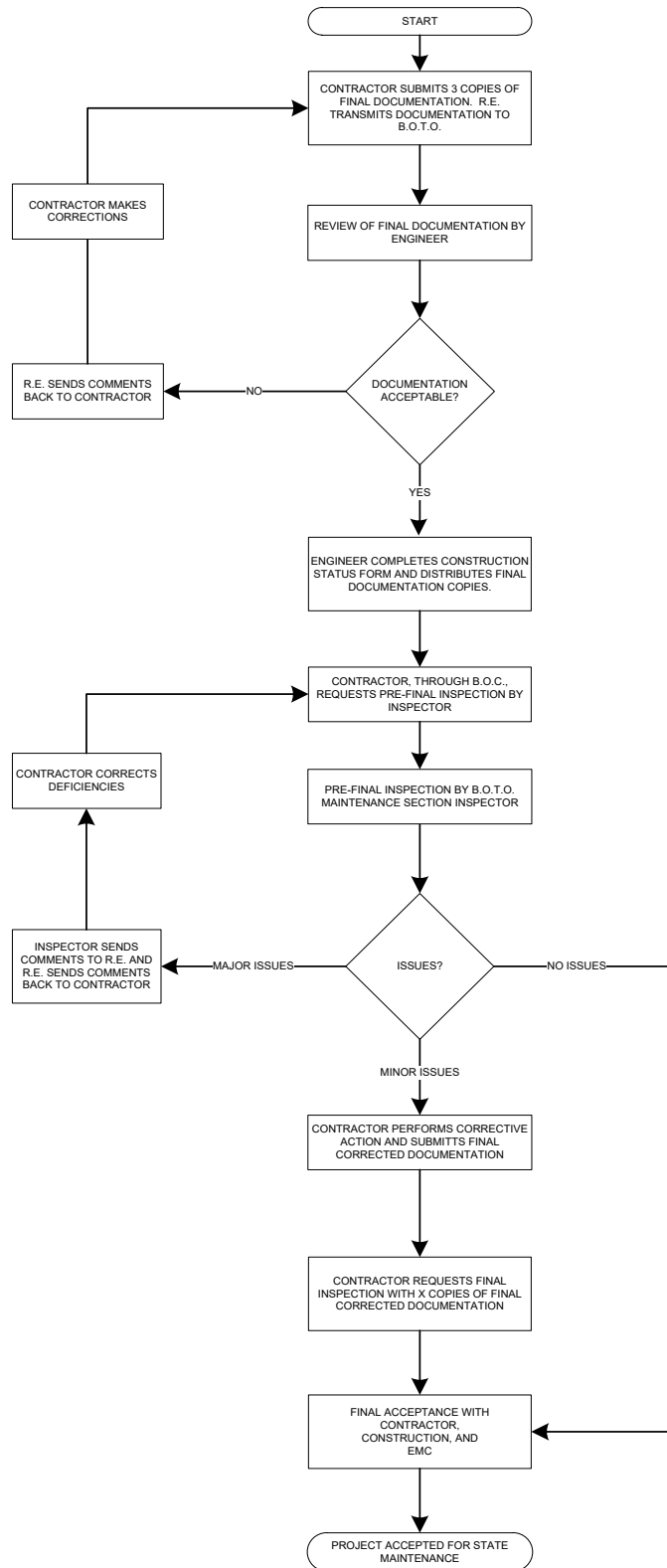
The Final Acceptance Documentation Checklist shall be completed and is contained elsewhere herein.

All flash drive's shall be labeled as illustrated in the CD Label Template contained herein.

Acceptance. Acceptance of electrical work will be given at the time when the Department assumes the responsibility to protect and maintain the work according to Article 107.30 or at the time of final inspection.

When the electrical work is complete, tested, and fully operational, the Contractor shall schedule an inspection for acceptance with the Engineer no less than seven working days prior to the desired inspection date. The Contractor shall furnish the necessary labor and equipment to make the inspection.

A written record of the test readings taken by the Contractor according to Article 801.13 shall be furnished to the Engineer seven working days before the date the inspection is scheduled. Inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.



Final Acceptance Documentation Checklist

LOCATION	
Route	Common Name
Limits	Section
Contract #	County
Controller Designation(s)	EMC Database Location Number(s)

ITEM	Contractor (Verify)	Resident Engineer (Verify)
Record Drawings		
-Four hardcopies (11" x 17")	<input type="checkbox"/>	<input type="checkbox"/>
-Scanned to two CD-ROMs	<input type="checkbox"/>	<input type="checkbox"/>
Field Inspection Tests		
-Voltage	<input type="checkbox"/>	<input type="checkbox"/>
-Amperage	<input type="checkbox"/>	<input type="checkbox"/>
-Cable Insulation Resistance	<input type="checkbox"/>	<input type="checkbox"/>
-Continuity	<input type="checkbox"/>	<input type="checkbox"/>
-Controller Ground Rod Resistance	<input type="checkbox"/>	<input type="checkbox"/>
(Four Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
GPS Coordinates		
-Excel file	<input type="checkbox"/>	<input type="checkbox"/>
(Check Special Provisions, Excel file scanned to two CD's)		
Job Warranty Letter		
(Four Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
Catalog Cut Submittals		
-Approved & Approved as Noted	<input type="checkbox"/>	<input type="checkbox"/>
(Scanned to two CD's)		
Lighting Inventory Form		
(Four Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
Lighting Controller Inventory Form		
(Four Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
Light Tower Inspection Form		
(If applicable, Four Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>

Four Hardcopies & scanned to two flash drive's shall be submitted for all items above. The flash drive shall be labeled as shown in the example contained herein.

General Notes:

Record Drawings – The record drawings should contain contract cover sheet, summary of quantities showing all lighting pay item sheets, proposed lighting plans and lighting detail sheets. Submit hardcopies 11 x 17 size. Include the original “red-ink” copy. The red-ink markup should be neatly drawn. Record drawings copies should be legible. Blurred copies will not be acceptable. Temporary lighting plans and removal lighting plans should not be part of the set.

Field Inspection Tests – Testing should be done for proposed cables. Testing shall be per standard specifications. Forms shall be neatly filled out.

GPS Coordinates – Check special provisions “General Electrical Requirements”. Submit electronic “EXCEL” file.

Job Warranty Letter – See standard specifications.

Cutsheet Submittal – See special provisions “General Electrical Requirements”. Scan Approved and Approved as Noted cutsheets.

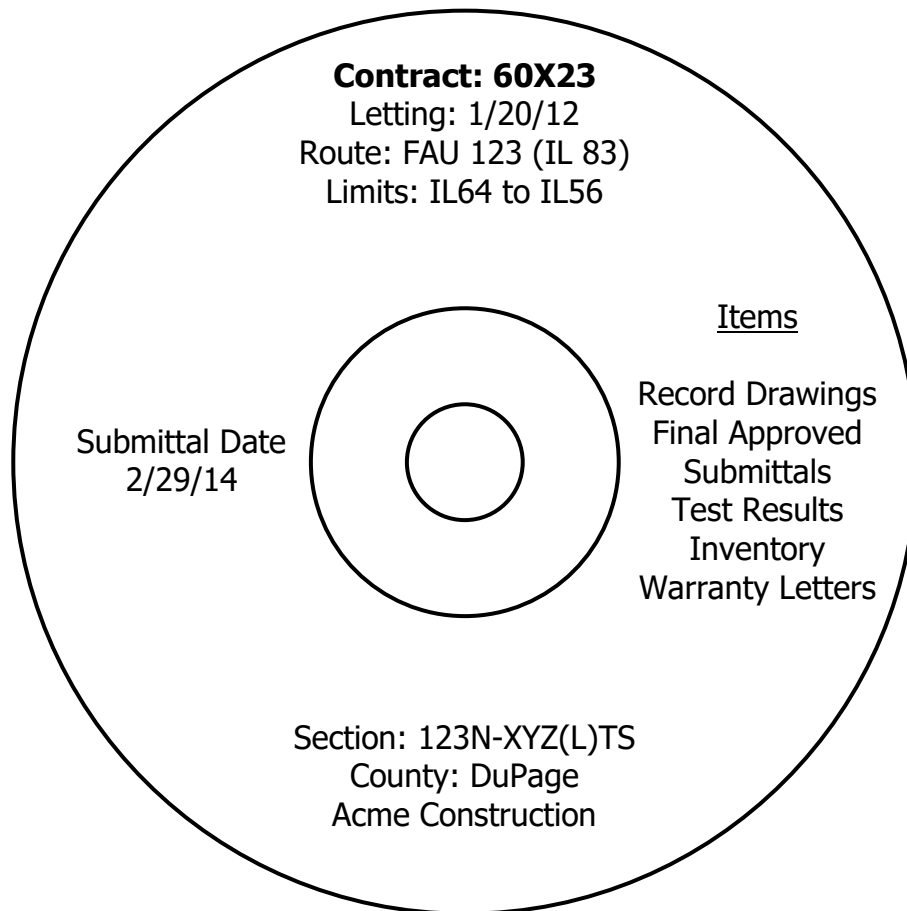
Lighting Inventory Form – Inventory form should include only proposed light poles, proposed light towers, proposed combination (traffic/light pole) lighting and proposed underpass luminaires.

Lighting Controller Inventory Form – Form should be filled out for only proposed lighting controllers.

Light Tower Safety Inspection Form – Form should be filled out for each proposed light tower.

CD LABEL FORMAT TEMPLATE for flash drive

Label must be printed; hand written labels are unacceptable and will be rejected.



Maintenance of Lighting Systems

Effective: March 1, 2017

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. During the maintenance preconstruction inspection, the party responsible for existing maintenance shall perform testing of the existing system in accordance with Article 801.13a. The Contractor shall request a date for the preconstruction inspection no less than fourteen (14) days prior to the desired date of the inspection.

The Engineer will document all test results and note deficiencies. All substandard equipment will be repaired or replaced by the existing maintenance contractor, or the Engineer can direct the Contractor to make the necessary repairs under Section 109.04.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained. Contract documents shall indicate the circuit limits.

Maintenance of Existing Lighting Systems

Existing lighting systems. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service at the time of contract Letting. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

Extent of Maintenance.

Partial Maintenance. Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits within the project limits. The project limits are defined as those limits indicated in the contract plans. Equipment outside of the project limits, on the affected circuits shall be maintained and paid for under Article 109.04. The affected circuits shall

be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer. The unaffected circuits and the controller will remain under the maintenance of the State.

Full Maintenance. If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits within the project limits. Equipment outside of the project limits shall be maintained and paid for under Article 109.04.

If the existing equipment is damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Maintenance of Proposed Lighting Systems

Proposed Lighting Systems. Proposed lighting systems shall be defined as any lighting system or part of a lighting system, temporary or permanent, which is to be constructed under this contract regardless of the project limits indicated in the plans.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, vandalism, or other means. The potential cost of replacing or repairing any malfunctioning, damaged, or vandalized equipment shall be included in the bid price of this item and will not be paid for separately.

Lighting System Maintenance Operations

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the existing equipment is damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVIC E RESPON SE TIME	SERVICE RESTORAT ION TIME	PERMAN ENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na	7 Calendar days

Navigation light outage	na	na	24 hours
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- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

Method of Measurement

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid. Payment shall not be made retroactively for months in which lighting systems were not operational.

Basis of Payment. Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for **MAINTENANCE OF LIGHTING SYSTEM.**

Wire and Cable

Effective: January 1, 2012

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

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

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

Aerial Electric Cable Properties

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

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

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

Revise Article 1066.04 to read:

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

Revise the second paragraph of Article 1066.05 to read:

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

Unit Duct

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

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

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.

General:

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

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

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

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

Dimensions:

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

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

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

Marking:

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

Performance Tests:

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

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

COILABLE NON-METALLIC CONDUIT

Effective: May 22, 2002

Revised: July 1, 2015

810.01TS

Description.

This work shall consist of furnishing and installing empty coilable non-metallic conduit (CNC).

General.

The CNC installation shall be in accordance with Sections 810 and 811 of the Standard Specifications except for the following:

Add the following to Article 810.03 of the Standard Specifications:

CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes.

Add the following to Article 811.03 of the Standard Specifications:

On temporary traffic signal installations with detector loops, CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways from the saw-cut to 10 feet (3m) up the wood pole, unless otherwise shown on the plans

Basis of Payment.

All installations of CNC for loop detection shall be included in the contract and not paid for separately.

UNDERGROUND RACEWAYS

Effective: May 22, 2002

Revised: July 1, 2015

810.02TS

Revise Article 810.04 of the Standard Specifications to read:

“Installation. All underground conduits shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

Add the following to Article 810.04 of the Standard Specifications:

“All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans.”

Add the following to Article 810.04 of the Standard Specifications:

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12”) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125”) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring.”

ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM

This item shall involve the connection of the new unit duct to the existing lighting system at the locations indicated on the plans and as directed by the Engineer.

The proposed unit duct wires shall extend within the raceway into the base of the pole where they will be spliced into the existing circuit within the pole.

Basis of Payment: This work will be paid for at the Contract unit price per Each for ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM, which price shall include all costs for furnishing the required labor, materials and equipment necessary to complete the item in accordance with these specifications.

ELECTRICAL CONNECTION TO EXISTING LIGHTING CABINET

This item shall involve the connection of the new unit duct to the existing lighting cabinet at the locations indicated on the plans and as directed by the Engineer.

The proposed unit duct wires shall extend within the raceway into the cabinet where they will be spliced into the existing circuit within the cabinet.

Basis of Payment: This work will be paid for at the Contract unit price per Each for ELECTRICAL CONNECTION TO EXISTING LIGHTING CABINET, which price shall include all costs for furnishing the required labor, materials and equipment necessary to complete the item in accordance with these specifications.

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011

Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

“602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

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

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

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

Revise the first sentence of Article 603.07 to read:

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D-1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

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

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

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

Placement shall be according to the manufacturer's specifications.

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

FRICTION AGGREGATE (D1)

Effective: January 1, 2011
Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete	
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}	
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
		<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	

Use	Mixture	Aggregates Allowed	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019

Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

“During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing ^{1/ 2/}
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing ^{1/ 2/}

Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

“Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019

Revised: January 1, 2025

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15

Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Standard Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption
 ≤ 2.0 percent.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

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

“Item	Article/Section
(g)Performance Graded Asphalt Binder (Note 6)	1032
(h)Fibers (Note 2)	

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and

use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

“MIXTURE COMPOSITION (% PASSING)” ^{1/}												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 µm)			12	16	12	18			15	30		
#50 (300 µm)	6	15					4	15	8	15	15	30
#100 (150 µm)	4	9					3	10	6	10	10	18
#200 (75 µm)	3.0	6.0	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 ^{3/}
#635 (20 µm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing.”

Revise Article 1030.05(b) of the Standard Specifications to read:

- (b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 ^{1/}		18.5			
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760 .

- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

“(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department’s “Hot-Mix Asphalt Trainee Course” to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's "Nuclear Density Testing” course to run all nuclear density tests on the job site.”

Add Article 1030.06(d)(3) to the Standard Specifications to read:

“(3) The Contractor shall take possession of any Department unused backup or dispute resolution HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer. The HMA mixture samples or density specimens may be added to RAP stockpiles according to Section 1031.”

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity

(Gmm) will be based on the running average of four available Department test results for that project. If less than four Gmm test results are available, an average of all available Department test results for that project will be used. The initial Gmm will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial Gmm.”

Revise the following table and notes in Article 1030.09 (c) of the Standard Specifications to read:

CONTROL LIMITS						
Parameter	IL-19.0, IL-9.5, IL-9.5FG, IL-19.0L, IL-9.5L		SMA-12.5, SMA-9.5		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: ^{1/}						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
# 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
# 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
# 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
# 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content # 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Air Voids ^{2/}	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
Field VMA ^{3/}	-0.7 %	-0.5 %	-0.7 %	-0.5 %	-0.7 %	-0.5 %

1/ Based on washed ignition oven or solvent extraction gradation.

2/ The air voids target shall be a value equal to or between 3.2 % and 4.8 %.

3/ Allowable limit below minimum design VMA requirement.

Revise Article 1030.09(g)(2) of the Standard Specifications to read:

“(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be the Department mix design verification test result.”

Add after third sentence of Article 1030.09(b) to read:

“ If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P , T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA ^{3/ 4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb}.”

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip

Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Revise fourth paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure” Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

SIGN SHOP DRAWING SUBMITTAL

Effective: January 22, 2013

Revised: July 1, 2015

720.02TS

Add the following paragraph to Article 720.03 of the Standard Specifications:

Shop drawings will be required, according to Article 105.04, for all Arterials/Expressways signs except standard highway signs covered in the MUTCD. Shop drawings shall be submitted to the Engineer for review and approval prior to fabrication. The shop drawings shall include dimensions, letter sizing, font type, colors and materials.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

Description. This work shall consist of the removal and disposal of regulated substances according to Section 669 of the Standard Specifications as revised below.

Contract Specific Sites. The excavated soil and groundwater within the areas listed below shall be managed as either “uncontaminated soil”, hazardous waste, special waste or non-special waste. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

Soil Disposal Analysis. When the waste material requires sampling for landfill disposal acceptance, the Contractor shall secure a written list of the specific analytical parameters and analytical methods required by the landfill. The Contractor shall collect and analyze the required number of samples for the parameters required by the landfill using the appropriate analytical procedures. A copy of the required parameters and analytical methods (from landfill email or on landfill letterhead) shall be provided as Attachment 4A of the BDE 2733 (Regulated Substances Final Construction Report). The price shall include all sampling materials and effort necessary

for collection and management of the samples, including transportation of samples from the job site to the laboratory. The Contractor shall be responsible for determining the specific disposal facilities to be utilized; and collect and analyze any samples required for disposal facility acceptance using a NELAP certified analytical laboratory registered with the State of Illinois.

Boring 1, 19th Avenue

Station 0+85 to Station 1+35 (CL Street), 0 to 33' LT and 0 to 33' RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Potential contaminants of concern sampling parameters: VOCs, SCOCs, and Metals.

Boring 4, 19th Avenue

Station 19+95 to Station 20+05 (CL Street), 0 to 33' LT and 0 to 33' RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05

Boring 5, 19th Avenue

Station 26+68 to Station 27+78 (CL Street), 0 to 33' LT and 0 to 33' RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05

Work Zones

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS PESA Sites: **None**

AVAILABLE REPORTS

☐ No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

- ☐ Record structural plans
- ☐ Preliminary Site Investigation (PSI)
- ☒ Local R.O.W. Preliminary Site Investigation (PSI)
- ☐ Preliminary Environmental Site Assessment (PESA)
- ☒ Local R.O.W. Preliminary Environmental Site Assessment (PESA)
- ☒ Soils/Geotechnical Report
- ☒ Boring Logs
- ☒ Pavement Cores
- ☒ Location Drainage Study (LDS)
- ☐ Hydraulic Report
- ☐ Noise Analysis
- ☒ Other: NELAC certifications, analytical summary tables, laboratory reports

Those seeking these reports should request access from:

William O. Peterhansen, P.E.
bpeterhansen@ehancock.com
Hancock Engineering Co.
9933 Roosevelt Road
Westchester, IL 60154
708-865-0300
9:00 AM to 5:00 PM Monday thru Friday

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012
Revised: February 2, 2017

In addition to the Contractor's equal employment opportunity (EEO) affirmative action efforts undertaken as required by this Contract, the Contractor is encouraged to participate in the incentive program described below to provide additional on-the-job training to certified graduates of the IDOT pre-apprenticeship training program, as outlined in this Special Provision.

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been, claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract and furnish periodic written reports to the IDOT District EEO Officer

that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 2.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journey worker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the

recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

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 & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input type="checkbox"/>	Cores
<input checked="" type="checkbox"/>	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."



Route	Marked Route	Section Number
19th Avenue	MUN 2090	19-00140-00-FP
Project Number	County	Contract Number
90KB(677)	Cook	61K87

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature	Date
	4/29/2024

Print Name	Title	Agency
Greg Buchanan	Director of Public Works	Village of Maywood

Note: Guidance on preparing each section of BDE 2342 can be found in Chapter 41 of the IDOT Bureau of Design and Environment (BDE) Manual. Chapter 41 and this form also reference the IDOT Drainage Manual which should be readily available.

I. Site Description:

A. Provide a description of the project location; include latitude and longitude, section, town, and range:

Latitude (deg, min, sec): 41°52'43"
Longitude (deg, min, sec): 87°51'22.47"N
Section: 10
Township: 39N
Range: 12E
Village of Maywood
19th Avenue from Madison Street to Oak Street

B. Provide a description of the construction activity which is the subject of this plan. Include the number of construction stages, drainage improvements, in-stream work, installation, maintenance, removal of erosion measures, and permanent stabilization:

The improvement will consist of the reconstruction of the roadway within the existing ROW. As part of the improvements the curb and gutter will be replaced along both sides of the street and the new pavement will be full depth asphalt. There will be sidewalk and driveway replacement. Combined sewer and water main improvements will also be installed under this project. There will be 6 construction stages for this project. Installation and maintenance of inlet filter baskets in basins along and adjacent to the project will be completed. Erosion control will be removed at end of project.

C. Provide the estimated duration of this project:

12 months

D. The total area of the construction site is estimated to be 5.02 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 5.02 acres.

E. The following are weighted averages of the runoff coefficient for this project before and after construction activities are completed; see Section 4-102 of the IDOT Drainage Manual:

0.60

F. List all soils found within project boundaries; include map unit name, slope information, and erosivity:

The construction site is considered to be "Improved" and contains impervious material. The soil type is not considered to be erosive.

G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:

There are no wetlands throughout the project.

H. Provide a description of potentially erosive areas associated with this project:

There are no potentially erosive areas within the project limits.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g., steepness of slopes, length of slopes, etc.):

The improvements will require excavation of the existing roadway and subgrade to facilitate the installation of new pavement, sewers, water mains, sidewalks and curb and gutter along the length of the improvement. The parkways behind the sidewalk will be restored with site. The site is relatively flat with grades typically around 1%.

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Village of Maywood

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:

Village of Maywood, Cook County, NPDES Permit No. ILR400384

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:

After draining through inlet filters and the storm network, the storm water will ultimately discharge into the Des Plaines River.

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes (i.e., 1:3 or steeper), highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. Include any commitments or requirements to protect adjacent wetlands.

For any storm water discharges from construction activities within 50-feet of Waters of the U.S. (except for activities for water-dependent structures authorized by a Section 404 permit, describe: a) How a 50-foot undisturbed natural buffer will be provided between the construction activity and the Waters of the U.S. or b) How additional erosion and sediment controls will be provided within that area.

N/A

O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.

N/A

☐ 303(d) Listed receiving waters for suspended solids, turbidity, or siltation.
The name(s) of the listed water body, and identification of all pollutants causing impairment:

Des Plaines River

Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

Ground cover to remain in place. Silt barriers and inlet filters to be installed before construction starts. Sod to be placed ASAP once prep work is completed.

Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

N/A

Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

N/A

☐ Applicable Federal, Tribal, State, or Local Programs

N/A

☐ Floodplain

N/A

☒ Historic Preservation

IDOT's Cultural Resources made a "No Historic Properties Affected" finding to the project site.

☐ Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
TMDL (fill out this section if checked above)

The name(s) of the listed water body:

N/A

Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

N/A

If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

N/A

☒ Threatened and Endangered Species/Illinois Natural Areas (INA)/Nature Preserves

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species.

☐ Other

☐ Wetland

P. The following pollutants of concern will be associated with this construction project:

☐ Antifreeze / Coolants

☒ Concrete

☒ Concrete Curing Compounds

☒ Concrete Truck Waste

☒ Fertilizers / Pesticides

☐ Paints

☐ Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)

☒ Soil Sediment

☐ Solid Waste Debris

☐ Solvents

☐ Waste water from cleaning construction equipments

☐ Other (Specify) _____

☐ Other (Specify) _____

☐ Other (Specify) _____

☐ Other (Specify) _____

☐ Other (Specify) _____

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in Section I.C above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls: At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity;
2. Minimize the disturbance of steep slopes;
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. Stabilization Practices: Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II.B.1 and II.B.2, stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- | | |
|---|--|
| <input type="checkbox"/> Erosion Control Blanket / Mulching | <input type="checkbox"/> Temporary Turf (Seeding, Class 7) |
| <input type="checkbox"/> Geotextiles | <input type="checkbox"/> Temporary Mulching |
| <input type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Vegetated Buffer Strips |
| <input type="checkbox"/> Preservation of Mature Seeding | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Protection of Trees | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Sodding | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (Specify) _____ |

Describe how the stabilization practices listed above will be utilized during construction:

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

After the concrete work is completed, the parkways will be restored and sod will be placed as soon as possible.

C. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- | | |
|--|---|
| <input type="checkbox"/> Aggregate Ditch | <input checked="" type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Concrete Revetment Mats | <input type="checkbox"/> Stabilized Trench Flow |
| <input checked="" type="checkbox"/> Dust Suppression | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Dewatering Filtering | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Gabions | <input type="checkbox"/> Temporary Ditch Check |
| <input type="checkbox"/> In-Stream or Wetland Work | <input type="checkbox"/> Temporary Pipe Slope Drain |

- | | |
|--|--|
| <input type="checkbox"/> Level Spreaders | <input type="checkbox"/> Temporary Sediment Basin |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Temporary Stream Crossing |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Turf Reinforcement Mats |
| <input type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Retaining Walls | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Riprap | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Rock Outlet Protection | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Other (Specify) _____ |

Describe how the structural practices listed above will be utilized during construction:

Inlet controls will be installed at each drainage structure to prevent material from entering the storm sewer system. The inlet controls consist of bagged inserts with replaceable reinforced fiber bag to trap sediment and debris. The inlet controls will be inspected weekly or after 0.5" if rain and cleaned when 75% full. Stabilized construction entrances/exits will be installed during each phase of the project. Stockpiles including stone, topsoil and debris will be placed off the curb line and away from drainage structures to ensure proper drainage of the roadway. The slopes of stockpiles will not exceed 2:1 to prevent erosion. The topsoil stockpiles are to be removed within the working day or tarped when inclement weather is forecast.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Once construction is complete the inlet filters will be removed from the structures but the proper and timely maintenance of these structures will be perpetual.

D. Treatment Chemicals

Will polymer flocculants or treatment chemicals be utilized on this project: ☐ Yes ☒ No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

N/A

E. Permanent (i.e., Post-Construction) Storm Water Management Controls: Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined based on the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT BDE Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

- Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

Existing and proposed catch basins will be used to collect sediment and prevent it from entering the storm sewer system and ultimately the Des Plaines River.

F. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the IEPA's Illinois Urban Manual. Procedures

and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

The Village of Maywood is currently an MS4 Community with a storm water management plan. This work will be governed by both the MS4 plan requirements and IDOT specifications. In case of conflict between the two documents, the Engineer shall determine the governing document.

G. Contractor Required Submittals: Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization time-frame
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized cons
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
- Permanent stabilization activities for each area of the project

2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

The erosion and sediment control measures will be maintained as provided in Section II(A2) and inspected by the Engineer as provided below in Section IV. Any deficiencies will be noted to the Contractor and shall be corrected.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site including Borrow, Waste, and Use Areas, which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report, BC 2259. Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

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Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
www.epa.state.il.us

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

General NPDES Permit
For
Storm Water Discharges From Construction Site Activities

Expiration Date: August 31, 2028

Issue Date: September 13, 2023

Effective Date: September 22, 2023

In compliance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter I), and the Clean Water Act, and the regulations thereunder the following discharges are authorized by this permit in accordance with the conditions and attachments herein.



Darin E. LeCrone, P.E.
Manager, Permit Section
Division of Water Pollution Control

Part I. COVERAGE UNDER THIS PERMIT

A. **Permit Area.** The permit covers all areas of the State of Illinois with discharges to any Waters of the United States.

B. **Eligibility.**

1. This permit shall authorize all discharges of storm water associated with industrial activity from a construction site that will result in the disturbance of one or more acres total land area or a construction site less than one acre of total land that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb one or more acres total land area. This permit may authorize discharges from other construction site activities that have been designated by the Agency as having the potential to adversely affect the water quality of Waters of the United States. Where discharges from construction sites were initially covered under the previous version of the ILR10, the Notice of Intent and Storm Water Pollution Prevention Plan must be updated/revised as necessary to ensure compliance with the provisions of this reissued ILR10 permit.
2. This permit may only authorize a storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:
 - a. the industrial source other than construction is located on the same site as the construction activity;
 - b. storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
 - c. storm water discharges associated with industrial activity from the areas of the site where industrial activities other than construction are occurring (including storm water discharges from dedicated asphalt plants and dedicated concrete plants) are covered by a different NPDES general permit or an individual permit authorizing such discharges.
3. **Limitations on Coverage.** The following storm water discharges from construction sites are not authorized by this permit:
 - a. storm water discharges associated with industrial activities that originate from the site after construction activities have been completed and the site has undergone final stabilization;
 - b. discharges that are mixed with sources of non-storm water other than discharges identified in Part III.A (Prohibition on Non-Storm Water Discharges) of this permit and in compliance with paragraph IV.D.5 (Non-Storm Water Discharges) of this permit;

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- c. storm water discharges associated with industrial activity that are subject to an existing NPDES individual or general permit or which are issued a permit in accordance with Part VI.N (Requiring an Individual Permit or an Alternative General Permit) of this permit. Such discharges may be authorized under this permit after an existing permit expires provided the existing permit did not establish numeric limitations for such discharges;
- d. storm water discharges from construction sites that the Agency has determined to be or may reasonably be expected to be contributing to a violation of a water quality standard;
- e. storm water discharges that the Agency, at its discretion, determines are not appropriately authorized or controlled by this general permit; and
- f. storm water discharges to any receiving water specified under 35 Ill. Adm. Code 302.105(d) (6).

C. Authorization.

- 1. In order for storm water discharges from construction sites to be authorized to discharge under this general permit a discharger must submit a Notice of Intent (NOI) in accordance with the requirements of Part II below.
- 2. Where a new contractor is selected after the submittal of an NOI under Part II below, or where site ownership is transferred, the Notice of Intent (NOI) must be modified by the owner in accordance with Part II within 30 days of commencement of work of the new contractor.
- 3. Unless notified by the Agency to the contrary, dischargers who submit an NOI and a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of this permit are authorized to discharge storm water from construction sites under the terms and conditions of this permit in 30 days after the date the NOI and SWPPP are received by the Agency.
- 4. The Agency may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

Part II. NOTICE OF INTENT REQUIREMENTS**A. Deadlines for Notification.**

- 1. To receive authorization under this general permit, a discharger must submit a completed Notice of Intent (NOI) in accordance with Part VI.G (Signatory Requirements) and the requirements of this Part in sufficient time to allow a 30 day review period after the receipt of the NOI by the Agency and prior to the start of construction. In compliance with the Federal Electronic Reporting Rule, the Agency has transitioned all General Storm Water Permits for Construction Site Activities to the Central Data Exchange (CDX) system. NOIs shall be submitted electronically at <https://cdx.epa.gov>. More information, including registration information for the CDX system, can be obtained on the IEPA website, <https://epa.illinois.gov/topics/forms/water-permits/storm-water/construction.html>.
- 2. Where discharges associated with construction activities were initially covered under the previous version of ILR10 and are continuing, a new NOI and updated/revised Storm Water Pollution Prevention Plan must be submitted within 180 days of the effective date of this reissued permit, as necessary to ensure compliance with the provisions of the reissued ILR10. Updating of the SWPPP is not required if construction activities are completed and a Notice of Termination is submitted within 180 days of the effective date of this permit.
- 3. A discharger may submit an NOI in accordance with the requirements of this Part after the start of construction. In such instances, the Agency may bring an enforcement action for any discharges of storm water associated with industrial activity from a construction site that have occurred on or after the start of construction.

B. Failure to Notify. Dischargers who fail to notify the Agency of their intent to be covered, and discharge storm water associated with construction site activity to Waters of the United States without an NPDES permit are in violation of the Environmental Protection Act and Clean Water Act.

C. Contents of Notice of Intent. The Notice of Intent shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit by all of the entities identified in paragraph 2 below and shall include the following information as prompted by the CDX system:

- 1. The mailing address, and location of the construction site for which the notification is submitted. Where a mailing address for the site is not available, the location can be described in terms of the latitude and longitude of the approximate center of the facility to the nearest 15 seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;
- 2. The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
- 3. The name, address and telephone number of the general contractor(s) that have been identified at the time of the NOI submittal;
- 4. The name of the receiving water(s), or if the discharge is through a municipal separate storm sewer, the name of the municipal operator of the storm sewer and the ultimate receiving water(s), the latitude and longitude of the discharge point, and any known impairments and completed TMDLs for the receiving water;
- 5. The number of any NPDES permits for any discharge (including non-storm water discharges) from the site that is currently authorized by an NPDES permit;
- 6. A description of the project, detailing the complete scope of the project, estimated timetable for major activities, an estimate of the number of acres of the site on which soil will be disturbed, an indication of whether or not the installation of stormwater controls will require subsurface earth disturbance, an indication of whether or not the pre-development land was used for agriculture, and an indication of whether or not the project will include demolition of structures built or renovated before January 1, 1980;
- 7. For projects that have complied with State law on historic preservation and endangered species prior to submittal of the NOI, through coordination with the Illinois Historic Preservation Agency and the Illinois Department of Natural Resources or through fulfillment of the terms of interagency

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agreements with those agencies, the NOI shall indicate that such compliance has occurred.

8. An indication of whether or not polymers, flocculants, cationic treatment chemicals, or other treatment chemicals will be used at the construction site;
9. An electronic copy of the storm water pollution prevention plan that has been prepared for the site in accordance with Part IV of this permit.
10. The notice of intent shall be modified using the CDX system for any substantial modifications to the project such as: address changes, new contractors, area coverage, additional discharges to Waters of the United States, or other substantial modifications. The notice of intent shall be modified within 30 days of the modification to the project.

D. Where to Submit.

Construction activities which discharge storm water that requires a NPDES permit submit an NOI to the Agency. The applicable fee shall also be submitted. NOIs must be signed in accordance with Part VI.G (Signatory Requirements) of this permit. The NOI and SWPPP must be submitted to the Agency electronically using the CDX system with digital signature at the following website address: <https://cdx.epa.gov>. Registration specific to the permittee is required in order to file electronically.

Submit the appropriate fee with the permit ID number assigned during completion of the NOI to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control, Mail Code #15
Attention: Permit Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

- E. **Additional Notification.** Construction activities that are operating under approved local sediment and erosion plans, land disturbance permits, grading plans, or storm water management plans, in addition to filing copies of the Notice of Intent in accordance with Part D above, shall also submit signed copies of the Notice of Intent to the local agency approving such plans in accordance with the deadlines in Part A above. See Part IV.D.2.d (Approved State or Local Plans). A copy of the NOI shall be sent to the entity holding an active General NPDES Permit No. ILR40 if the permittee is located in an area covered by an active ILR40 permit.
- F. **Notice of Termination.** Where a site has completed final stabilization and all storm water discharges from construction activities that are authorized by this permit are eliminated, the permittee must submit a completed Notice of Termination (NOT) that is signed in accordance with Part VI.G (Signatory Requirements) of this permit. All Notices of Termination are to be submitted to the Agency electronically using the CDX system with digital signatures, at the web address listed in Part II.D.

Part III. SPECIAL CONDITIONS, MANAGEMENT PRACTICES, AND OTHER NON-NUMERIC LIMITATIONS

A. Prohibition on Non-Storm Water Discharges.

1. Except as provided in Part I paragraph B.2 and paragraphs 2, 3 or 4 below, all discharges covered by this permit shall be comprised entirely of storm water.
2.
 - a. Except as provided in paragraph b below, discharges of materials other than storm water must be in compliance with a NPDES permit (other than this permit) issued for the discharge.
 - b. The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharges is in compliance with Part IV.D.5 (Non-Storm Water Discharges): discharges from fire fighting activities; fire hydrant flushings; waters used to wash vehicles where detergents are not used; waters used to control dust; potable water sources including uncontaminated waterline flushings; landscape irrigation drainages; routine external building washdown which does not use detergents; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; uncontaminated air conditioning condensate; uncontaminated spring water; uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.
3. The following non-storm water discharges are prohibited by this permit: concrete and wastewater from washout of concrete (unless managed by an appropriate control), wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials, fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance, soaps, solvents, or detergents, toxic or hazardous substances from a spill or other release, or any other pollutant that could cause or tend to cause water pollution.
4. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are allowable if managed by appropriate controls.
 - a. Dewatering discharges shall be routed through a sediment control (e.g., sediment trap or basin, pumped water filter bag) designed to minimize discharges with visual turbidity;
 - b. The discharge shall not include visible floating solids or foam;
 - c. The discharge must not cause the formation of a visible sheen on the water surface, or visible oily deposits on the bottom or shoreline of the receiving water. An oil-water separator or suitable filtration device shall be used to treat oil, grease, or other similar products if dewatering water is found to or expected to contain these materials;
 - d. To the extent feasible, use well-vegetated (e.g., grassy or wooded), upland areas of the site to infiltrate dewatering water before discharge. You are prohibited from using receiving waters as part of the treatment area;
 - e. To minimize dewatering-related erosion and related sediment discharges, use stable, erosion-resistant surfaces (e.g., well-vegetated

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grassy areas, clean filter stone, geotextile underlayment) to discharge from dewatering controls. Do not place dewatering controls, such as pumped water filter bags, on steep slopes (15% or greater in grade);

- f. Backwash water (water used to backwash/clean any filters used as part of stormwater treatment) must be properly treated or hauled off-site for disposal; and
- g. Dewatering treatment devices shall be properly maintained.

B. Discharges into Receiving Waters with an Approved Total Maximum Daily Load (TMDL):

Discharges to waters for which there is a TMDL allocation for sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) are not eligible for coverage under this permit unless the owner/operator develops and certifies a SWPPP that is consistent with wasteload allocations in the approved TMDL. To be eligible for coverage under this general permit, operators must incorporate into their SWPPP any conditions and/or Best Management Practices applicable to their discharges necessary for consistency with the TMDL within any timeframes established in the TMDL. If a specific numeric waste load allocation has been established that would apply to the project's discharges, the operator must incorporate that allocation into its SWPPP and implement necessary steps to meet that allocation.

Please refer to the Agency website at: <https://epa.illinois.gov/topics/water-quality/watershed-management/tmdls/reports.html>

- C. In the absence of information demonstrating otherwise, it is expected that compliance with the conditions in this permit will result in stormwater discharges being controlled as necessary to meet applicable water quality standards. If at any time you become aware, that discharges are not being controlled as necessary to meet applicable water quality standards, you must take corrective action as required in Part IV.D.5 of this Permit. Discharges covered by this permit, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard.

Part IV. STORM WATER POLLUTION PREVENTION PLANS

A storm water pollution prevention plan shall be developed for each construction site covered by this permit. Storm water pollution prevention plans shall be prepared in accordance with good engineering practices. The plan shall identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges associated with construction site activity from the facility. In addition, the plan shall describe and ensure the implementation of best management practices which will be used to reduce the pollutants in storm water discharges associated with construction site activity and to assure compliance with the terms and conditions of this permit. The permittee must implement the provisions of the storm water pollution prevention plan required under this part as a condition of this permit.

A. Deadlines for Plan Preparation and Compliance.

The plan shall:

- 1. Be completed prior to the start of the construction activities to be covered under this permit and submitted electronically to the Agency at the time the Notice of Intent is submitted; and
- 2. Provide for compliance with the terms and schedules of the plan beginning with the initiation of construction activities.

B. Signature, Plan Review and Notification.

- 1. The plan shall be signed in accordance with Part VI.G (Signatory Requirements), and be retained at the construction site which generates the storm water discharge in accordance with Part VI.E (Duty to Provide Information) of this permit. If an on-site location is unavailable to keep the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance of the construction site.
- 2. Prior to commencement of construction, the permittee shall provide the plan to the Agency.
- 3. The permittee shall make plans available upon request from this Agency or a local agency approving sediment and erosion plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system. A list of permitted municipal separate storm sewer systems is available at: <https://epa.illinois.gov/topics/forms/water-permits/storm-water/urbanized-area-list.html>
- 4. The Agency may notify the permittee at any time that the plan does not meet one or more of the minimum requirements of this Part. Such notification shall identify those provisions of the permit which are not being met by the plan, and identify which provisions of the plan require modifications in order to meet the minimum requirements of this part. Within 7 days from receipt of notification from the Agency, the permittee shall make the required changes to the plan and shall submit to the Agency a written certification that the requested changes have been made. Failure to comply shall terminate authorization under this permit.
- 5. A copy of the letter of notification of coverage along with the General NPDES Permit for Storm Water Discharges from Construction Site Activities or other indication that storm water discharges from the site are covered under an NPDES permit shall be posted at the site in a prominent place for public viewing (such as alongside a building permit).
- 6. All storm water pollution prevention plans and all completed inspection forms/reports required under this permit are considered reports that shall be available to the public within 30 days upon request. If a storm water pollution prevention plan or inspection form/report cannot be provided, the permittee shall respond to the request within 30 days with a statement that explains why the document cannot be provided. However, the permittee may claim any portion of a storm water pollution prevention plan as confidential in accordance with 40 CFR Part 2.

- C. **Keeping Plans Current.** The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to Waters of the United States and which has not otherwise been addressed in the plan or if the storm water pollution prevention plan proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified under paragraph D.2 below, or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity. In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure

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of the storm water pollution prevention plan. Amendments to the plan may be reviewed by the Agency in the same manner as Part IV.B above. The SWPPP and site map must be modified within 7 days for any changes to construction plans, stormwater controls or other activities at the site that are no longer accurately reflected in the SWPPP. Any revisions of the documents for the storm water pollution prevention plan shall be kept on site at all times.

D. Contents of Plan. The storm water pollution prevention plan shall include the following items:

1. **Site Description.** Each plan shall provide a description of the following:
 - a. A description of the nature of the construction activity or demolition work;
 - b. A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g. clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils, on-site or off-site storage of materials);
 - c. An estimate of the total area of the site and the total area of the site that is expected to be disturbed by clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils and storage of materials, or other activities;
 - d. An estimate of the runoff coefficient of the site after construction activities are completed and existing data describing the soil or the quality of any discharge from the site;
 - e. A site map indicating drainage patterns and approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking, areas of soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, locations of on-site or off-site soil stockpiling or material storage, surface waters (including wetlands), and locations where storm water is discharged to a surface water or MS4. For sites discharging to an MS4, a separate map identifying the location of the construction site and the location where the MS4 discharges to surface water must also be included; and
 - f. The name of the receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site.
2. **Controls.** Each plan shall include a description of appropriate controls that will be implemented at the construction site and any off-site stockpile or storage area unless already authorized by a separate NPDES permit. The plan shall include details or drawings that show proper installation of controls and BMPs. The Illinois Urban Manual <https://illinoisurbanmanual.org/> or other similar documents shall be used for developing the appropriate management practices, controls or revisions of the plan. The plan will clearly describe for each major activity identified in paragraph D.1 above, appropriate controls and the timing during the construction process that the controls will be implemented. For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls will be actively maintained and/or repaired until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls will be removed after final stabilization. The description of controls shall address as appropriate the following minimum components:
 - a. **Erosion and Sediment Controls.** The permittee shall design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:
 - (i) Control storm water volume and velocity within the site to minimize soil erosion;
 - (ii) Control storm water discharges, including both peak flowrates and total storm water volume, to minimize erosion at outlets and to minimize downstream channel and streambank erosion;
 - (iii) Minimize the amount of soil exposed during construction activity through the use of project phasing or other appropriate techniques;
 - (iv) Minimize the disturbance of steep slopes;
 - (v) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting storm water runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site. Install sediment controls along any perimeter areas of the site that are downslope from any exposed soil or other disturbed areas, with both ends of the perimeter control installed upslope (e.g., at 45 degrees) to prevent stormwater from circumventing the edge of the perimeter control. After a storm event, if there is evidence of stormwater circumventing or undercutting the perimeter control, extend controls and/or repair undercut areas to fix the problem;
 - (vi) Provide and maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infiltration would be inadvisable due to the underlying geology (e.g. karst topography) and ground water contamination concerns, or infeasible due to site conditions;
 - (vii) Minimize soil compaction and, unless infeasible, preserve topsoil;
 - (viii) Minimize sediment track-out. Where sediment has been tracked-out from your site onto paved roads, sidewalks, or other paved areas outside of your site, remove the deposited sediment by the end of the same business day in which the track-out occurs or by the end of the next business day if track-out occurs on a non-business day. Remove the track-out by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal. You are prohibited from hosing or sweeping tracked-out sediment into any Water of the U.S., or to any stormwater conveyance or storm drain inlet, or constructed or natural site drainage features, unless the feature is connected to a sediment basin, sediment trap, or similarly effective control; and,
 - (ix) Minimize dust. On areas of exposed soils, minimize the generation of dust through the appropriate application of water or other dust suppression techniques.
 - b. **Stabilization Practices.** The storm water pollution prevention plan shall include a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where practicable and that disturbed portions of the site are stabilized. Stabilization practices may include: temporarily seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, staged or staggered development, and other appropriate measures. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated, shall be included in the plan. Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization of disturbed areas must be initiated within 1 working

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day of permanent or temporary cessation of earth disturbing activities and shall be completed as soon as possible but not later than 14 days from the initiation of stabilization work in an area. Exceptions to these time frames are specified as provided in paragraphs (i) and (ii) below:

- (i) Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - (ii) On areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method can be used. Temporary stabilization techniques and materials shall be described in the SWPPP.
 - (iii) Stabilization is not required for exit points at linear utility construction sites that are used only episodically and for very short durations over the life of the project, provided other exit point controls are implemented to minimize sediment track-out.
- c. **Structural Practices.** A description of structural practices utilized to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. Structural practices should be placed on upland soils to the degree practicable. The installation of these devices may be subject to Section 404 of the CWA.
- (i) The following design requirements apply to sediment basins if such structural practices will be installed to reduce sediment concentrations in storm water discharges:
 - a. When discharging from the sediment basin, utilize outlet structures that withdraw water from the surface in order to minimize the discharge.
 - b. Minimize erosion of the sediment basin using stabilization controls (e.g., erosion control blankets), at the inlet and outlet using erosion controls and velocity dissipation devices:
 - c. Sediment basins shall be designed to facilitate maintenance, including sediment removal from the basins, as necessary.
 - (ii) The following requirements apply to protecting storm drain inlets:
 - a. Install inlet protection measures that minimize sediment from discharges prior to entry into any storm drain inlet that carries stormwater flow from your site to a water of the U.S., provided you have authority to access the storm drain inlet; and
 - b. Clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same business day in which it is found or by the end of the following business day if removal by the same business day is not feasible.
 - c. Where inlet protection measures are not required because the storm drain inlets to which your site discharges are conveyed to a sediment basin, sediment trap, or similarly effective control, include a short description of the control that receives the stormwater flow from the site.
- d. **Use of Treatment Chemicals.** Identify the use of all polymer flocculants or treatment chemicals at the site. Dosage of treatment chemicals shall be identified along with any information from any Material Safety Data Sheet. Describe the location of all storage areas for chemicals. Include any information from the manufacturer's specifications. Treatment chemicals must be stored in areas where they will not be exposed to precipitation. The SWPPP must describe procedures for use of treatment chemicals and staff responsible for use/application of treatment chemicals must be trained on the established procedures.
- e. **Best Management Practices for Impaired Waters.** For any site which discharges directly to an impaired water identified on the Agency's website for 303(d) listing for suspended solids, turbidity, or siltation the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event. If required by federal regulations or the Illinois Urban Manual, the storm water pollution prevention plan shall adhere to a more restrictive design criteria. Please refer to the Agency's website at: <https://epa.illinois.gov/topics/water-quality/watershed-management/tmdls/303d-list.html>
- f. **Pollution Prevention.** The permittee shall design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented and maintained to:
- (i) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 - (ii) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to storm water. Minimization to exposure is not required for any products or materials where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or when exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use);
 - (iii) Minimize the exposure of fuel, oil, hydraulic fluids, other petroleum products, and other chemicals by storing in covered areas or containment areas. Any chemical container with a storage of 55 gallons or more must be stored a minimum of 50 feet from receiving waters, constructed or natural site drainage features, and storm drain inlets. If infeasible due to site constraints, store containers as far away as the site permits and document in your SWPPP the specific reasons why the 50-foot setback is infeasible and how the containers will be stored; and
 - (iv) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
- g. **Other Controls.**
- (i) Waste Disposal. No solid materials, including building materials, shall be discharged to Waters of the United States, except as authorized by a Section 404 permit.
 - (ii) The plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
 - (iii) For construction sites that receive concrete or asphalt from off-site locations, the plan must identify and include appropriate controls and measures to reduce or eliminate discharges from these activities.
 - (iv) The plan shall include spill response procedures and provisions for reporting if there are releases in excess of reportable quantities.
 - (v) The plan shall ensure that regulated hazardous or toxic waste must be stored and disposed in accordance with any applicable State

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and Federal regulations.

- h. **Best Management Practices for Post-Construction Storm Water Management.** Describe the measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Permittees are responsible for only the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with industrial activity have been eliminated from the site.

- (i) While not mandatory, it is advisable that the permittee consider including in its storm water pollution prevention plan and design and construction plans methods of post-construction storm water management to retain the greatest amount of post-development storm water run-off practicable, given the site and project constraints. Such practices may include but are not limited to: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems (which combine several practices). Technical information on many post-construction storm water management practices is included in the Illinois Urban Manual (2017).

The storm water pollution prevention plan shall include an explanation of the technical basis used to select the practices to control pollution where post-construction flows will exceed predevelopment levels.

- (ii) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).
- (iii) Unless otherwise specified in the Illinois Urban Manual (2017), the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event.

i. **Approved State or Local Plans.**

- (i) The management practices, controls and other provisions contained in the storm water pollution prevention plan must be at least as protective as the requirements contained in the Illinois Urban Manual, (2017). Construction activities which discharge storm water must include in their storm water pollution prevention plan procedures and requirements specified in applicable sediment and erosion control plans or storm water management plans approved by local officials. Requirements specified in sediment and erosion control plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under this permit, incorporated by reference and are enforceable under this permit. The plans shall include all requirements of this permit and include more stringent standards required by any local approval. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site.
- (ii) Dischargers seeking alternative permit requirements are not authorized by this permit and shall submit an individual permit application in accordance with 40 CFR 122.26 at the address indicated in Part II.D (Where to Submit) of this permit, along with a description of why requirements in approved local plans or permits should not be applicable as a condition of an NPDES permit.

j. **Natural Buffers.** For any stormwater discharges from construction activities within 50 feet of a Waters of the United States, except for activities for water-dependent structures authorized by a Section 404 permit, the permittee shall:

- (i) Provide a 50-foot undisturbed natural buffer between the construction activity and the Waters of the United States; or
- (ii) Provide additional erosion and sediment controls within that area.

3. **Maintenance.**

- a. The plan shall include a description of procedures to maintain in good and effective operating conditions, all erosion and sediment control measures and other Best Management Practices, including vegetation and other protective measures identified in the Storm Water Pollution Prevention Plan.
- b. Where a basin has been installed to control sediment during construction activities, the Permittees shall keep the basin(s) in effective operating condition and remove accumulated sediment as necessary. Sediment shall be removed in accordance with the Illinois Urban Manual (2017) or more frequently. Maintenance of any sediment basin shall include a post construction clean out of accumulated sediment if the basin is to remain in place.
- c. Other erosion and sediment control structures shall be maintained and cleaned as necessary to keep structure(s) in effective operating condition, including removal of excess sediment as necessary.

4. **Inspections.** Qualified personnel (provided by the permittee) shall inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm or by the end of the following business or work day that is 0.50 inches or greater. Qualified personnel means a person knowledgeable in the principles and practices of erosion and sediment controls measures, such as a licensed Professional Engineer (P.E.), a Certified Professional in Erosion and Sediment Control (CPESC), a Certified Erosion Sediment and Storm Water Inspector (CESSWI), a Certified Stormwater Inspector (CSI), a person that has successfully completed the Federal CGP Inspector Training offered by USEPA, or other knowledgeable person who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activities. Areas inaccessible during inspections due to flooding or other unsafe conditions shall be inspected within 72 hours of becoming accessible.

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- a. Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions (when ground and/or air temperatures are at or below 32 degrees Fahrenheit). Weekly inspections will recommence when construction activities are conducted, or if there is a 0.50 inches or greater rain event, or a discharge due to snowmelt occurs.
- b. Disturbed areas, areas used for storage of materials that are exposed to precipitation and all areas where stormwater typically flows within the site shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. All locations where stabilization measures have been implemented shall be observed to ensure that they are still stabilized. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.
- c. For sites discharging dewatering water, you must conduct an inspection during the discharge, once per day on which the discharge occurs and record the following in a report within 24 hours of completing the inspection:
 - (i) The inspection date;
 - (ii) Names and titles of personnel performing the inspection;
 - (iii) Approximate times that the dewatering discharge began and ended on the day of inspection;
 - (iv) Estimates of the rate (in gallons per day) of discharge on the day of inspection;
 - (v) Whether or not any of the following indications of pollutant discharge were observed at the point of discharge: a sediment plume, suspended solids, unusual color, presence of odor, decreased clarity, or presence of foam; and/or a visible sheen on the water surface or visible oily deposits on the bottom or shoreline of the receiving water.
- d. Based on the results of the inspection, the description of potential pollutant sources identified in the storm water pollution prevention plan in accordance with Part IV.D.1 (Site Description) of this permit and the pollution prevention control measures identified in the plan in accordance with Part IV.D.2 (Controls) of this permit shall be revised as appropriate as soon as practicable after such inspection to minimize the potential for such discharges. Such modifications shall provide for timely implementation of any changes to the plan and pollution prevention control measures within 7 calendar days following the inspection.
- e. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution prevention plan, and actions taken in accordance with paragraph b above shall be made and retained as part of the storm water pollution prevention plan for at least three years from the date that the permit coverage expires or is terminated. All inspection reports shall be retained at the construction site. The report shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit. Any flooding or other unsafe conditions that delay inspections shall be documented in the inspection report.
- f. The permittee shall notify the appropriate Agency Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax (see Attachment A) within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. The permittee shall complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. Submission shall be on forms provided by the Agency and include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. Corrective actions must be undertaken immediately to address the identified non-compliance issue(s).
- g. All reports of noncompliance shall be signed by a responsible authority as defined in Part VI.G (Signatory Requirements).
- h. After the initial contact has been made with the appropriate Agency Field Operations Section Office, all reports of noncompliance shall be mailed to the Agency at the following address:

Illinois Environmental Protection Agency
 Division of Water Pollution Control
 Compliance Assurance Section
 1021 North Grand Avenue East
 Post Office Box 19276
 Springfield, Illinois 62794-9276

5. Corrective Actions. You must take corrective action to address any of the following conditions identified at your site:

- a. A stormwater control needs repair or replacement; or
- b. A stormwater control necessary to comply with the requirements of this permit was never installed, or was installed incorrectly; or
- c. Your discharges are causing an exceedance of applicable water quality standards; or
- d. A prohibited discharge has occurred.

Corrective Actions shall be completed as soon as possible and documented within 7 days in an Inspection Report or report of noncompliance. If it is infeasible to complete the installation or repair within seven (7) calendar days, you must document in your records why it is infeasible to complete the installation or repair within the 7-day timeframe and document your schedule for installing the stormwater control(s) and making it operational as soon as feasible after the 7-day timeframe.

In the event that maintenance is required for the same stormwater control at the same location three or more times, the control shall be repaired in a manner that prevents continued failure to the extent feasible, and you must document the condition and how it was repaired in your records. Alternatively, you must document in your records why the specific reoccurrence of this same issue should continue to be addressed as a routine maintenance fix.

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6. **Non-Storm Water Discharges.** Except for flows from fire fighting activities, sources of non-storm water listed in Part III.A.2 of this permit that are combined with storm water discharges associated with industrial activity must be identified in the plan. The plan shall identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.
- E. **Additional requirements for storm water discharges from industrial activities other than construction, including dedicated asphalt plants, and dedicated concrete plants.** This permit may only authorize any storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:
1. The industrial source other than construction is located on the same site as the construction activity;
 2. Storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
 3. Storm water discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring (including storm water discharges from dedicated asphalt plants [other than asphalt emulsion facilities] and dedicated concrete plants) are in compliance with the terms, including applicable NOI or application requirements, of a different NPDES general permit or individual permit authorizing such discharges.
- F. **Contractors.**
1. The storm water pollution prevention plan must clearly identify for each measure identified in the plan, the contractor(s) or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the certification statement in paragraph 2 below in accordance with Part VI.G (Signatory Requirements) of this permit. All certifications must be included in the storm water pollution prevention plan except for owners that are acting as contractors.
 2. **Certification Statement.** All contractors and subcontractors identified in a storm water pollution prevention plan in accordance with paragraph 1 above shall sign a copy of the following certification statement before conducting any professional service at the site identified in the storm water pollution prevention plan:

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

The certification must include the name and title of the person providing the signature in accordance with Part VI.G of this permit: the name, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

Part V. RETENTION OF RECORDS

- A. The permittee shall retain copies of storm water pollution prevention plans and all reports and notices required by this permit, records of all data used to complete the Notice of Intent to be covered by this permit and the Agency Notice of Permit Coverage letter for a period of at least three years from the date that the permit coverage expires or is terminated. This period may be extended by request of the Agency at any time.
- B. The permittee shall retain a copy of the storm water pollution prevention plan and any revisions to said plan required by this permit at the construction site from the date of project initiation to the date of final stabilization. Any manuals or other documents referenced in the SWPPP shall also be retained at the construction site.

Part VI. STANDARD PERMIT CONDITIONS

- A. **Duty to Comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Illinois Environmental Protection Act and the CWA and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. Failure to obtain coverage under this permit or an individual permit for storm water releases associated with construction activities is a violation of the Illinois Environmental Protection Act and the CWA.
- B. **Continuation of the Expired General Permit.** This permit expires five years from the date of issuance. An expired general permit continues in force and effect until a new general permit or an individual permit is issued. Only those construction activities authorized to discharge under the expiring general permit are covered by the continued permit.
- C. **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- D. **Duty to Mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- E. **Duty to Provide Information.** The permittee shall furnish within a reasonable time to the Agency or local agency approving sediment and erosion control plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system, any information which is requested to determine compliance with this permit. Upon request, the permittee shall also furnish to the Agency or local agency approving sediment and erosion control plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system, copies of all records required to be kept by this permit.
- F. **Other Information.** When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Agency, he or she shall promptly submit such facts or information.
- G. **Signatory Requirements.** All Notices of Intent, storm water pollution prevention plans, reports, certifications or information either submitted to the

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Agency or the operator of a large or medium municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed.

1. All Notices of Intent shall be signed as follows:

- a. For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or (2) any person authorized to sign documents that has been assigned or delegated said authority in accordance with corporate procedures;
- b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
- c. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

2. All reports required by the permit and other information requested by the Agency shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

- a. The authorization is made in writing by a person described above and submitted to the Agency.
- b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position).
- c. **Changes to Authorization.** If an authorization under Part I.C (Authorization) is no longer accurate because a different individual or position has responsibility for the overall operation of the construction site, a new authorization satisfying the requirements of Part I.C must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
- d. **Certification.** Any person signing documents under this Part shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- H. **Penalties for Falsification of Reports.** Section 309(c)(4) of the Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or by both. Section 44(j)(4) and (5) of the Environmental Protection Act provides that any person who knowingly makes any false statement, representation, or certification in an application form, or form pertaining to a NPDES permit commits a Class A misdemeanor, and in addition to any other penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- I. **Penalties for Falsification of Monitoring Systems.** The CWA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by fines and imprisonment described in Section 309 of the CWA. The Environmental Protection Act provides that any person who knowingly renders inaccurate any monitoring device or record required in connection with any NPDES permit or with any discharge which is subject to the provisions of subsection (f) of Section 12 of the Act commits a Class A misdemeanor, and in addition to any other penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- J. **Oil and Hazardous Substance Liability.** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the CWA.
- K. **Property Rights.** The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.
- L. **Severability.** The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.
- M. **Transfers.** This permit is not transferable to any person except after notice to the Agency. The Agency may require the discharger to apply for and obtain an individual NPDES permit as stated in Part I.C (Authorization).
- N. **Requiring an Individual Permit or an Alternative General Permit.**

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1. The Agency may require any person authorized by this permit to apply for and/or obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Agency to take action under this paragraph. Where the Agency requires a discharger authorized to discharge under this permit to apply for an individual NPDES permit, the Agency shall notify the discharger in writing that a permit application is required. This notification shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the discharger to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. Applications shall be submitted to the Agency indicated in Part II.D (Where to Submit) of this permit. The Agency may grant additional time to submit the application upon request of the applicant. If a discharger fails to submit in a timely manner an individual NPDES permit application as required by the Agency under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified by the Agency for application submittal. The Agency may require an individual NPDES permit based on:

- a. information received which indicates the receiving water may be of particular biological significance pursuant to 35 Ill. Adm. Code 302.105(d)(6);
- b. whether the receiving waters are impaired waters for suspended solids, turbidity or siltation as identified by the Agency's 303(d) listing;
- c. size of construction site, proximity of site to the receiving stream, etc.

The Agency may also require monitoring of any storm water discharge from any site to determine whether an individual permit is required.

2. Any discharger authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. In such cases, the permittee shall submit an individual application in accordance with the requirements of 40 CFR 122.26(c)(1)(ii), with reasons supporting the request, to the Agency at the address indicated in Part II.D (Where to Submit) of this permit. The request may be granted by issuance of any individual permit or an alternative general permit if the reasons cited by the permittee are adequate to support the request.
3. When an individual NPDES permit is issued to a discharger otherwise subject to this permit, or the discharger is authorized to discharge under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. When an individual NPDES permit is denied to a discharger otherwise subject to this permit or the discharger is denied for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee remains in effect, unless otherwise specified by the Agency.

- O. **State/Environmental Laws.** No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.
- P. **Proper Operation and Maintenance.** The permittee shall at all times properly operate and maintain all construction activities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of storm water pollution prevention plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.
- Q. **Inspection and Entry.** The permittee shall allow the IEPA, or an authorized representative upon presentation of credentials and other documents as may be required by law, to:
 1. Enter upon the permittee's premises where a regulated construction activity is located or conducted, or where records must be kept under the conditions of this permit;
 2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
 3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.
- R. **Permit Actions.** This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

- S. **Bypasses and Upsets.** The provisions of 40 CFR Section 122.41(m) & (n) are applicable and are hereby incorporated by reference.

Part VII. REOPENER CLAUSE

- A. If there is evidence indicating potential or realized impacts on water quality due to any storm water discharge associated with industrial activity covered by this permit, the discharger may be required to obtain an individual permit or an alternative general permit in accordance with Part I.C (Authorization) of this permit or the permit may be modified to include different limitations and/or requirements.
- B. Permit modification or revocation will be conducted according to provisions of 35 Ill. Adm. Code, Subtitle C, Chapter I and the provisions of 40 CFR 122.62, 122.63, 122.64 and 124.5 and any other applicable public participation procedures.
- C. The Agency will reopen and modify this permit under the following circumstances:
 1. the U.S. EPA amends its regulations concerning public participation;

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2. a court of competent jurisdiction binding in the State of Illinois or the 7th Circuit Court of Appeals issues an order necessitating a modification of public participation for general permits; or
3. to incorporate federally required modifications to the substantive requirements of this permit.

Part VIII. DEFINITIONS

"Agency" means the Illinois Environmental Protection Agency.

"Best Management Practices" ("BMPs") means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Commencement of Construction or Demolition Activities" The initial disturbance of soils associated with clearing, grading, or excavating activities or other construction or demolition activities.

"Common Plan of Development or Sale" A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one common plan. The "common plan" of development or sale is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot.

"Construction Activities" Earth disturbing activities, such as clearing, grading and excavation of land. For purposes of this permit, construction activities also means construction site, construction site activities, or site. Construction activities also include any demolition activities at a site.

"Construction Site" or "Site" The land or water area where construction activities will occur and where stormwater controls will be installed and maintained. The construction site includes construction support activities, which may be located at a different part of the property from where the primary construction activity will take place, or on a different piece of property altogether.

"Construction Support Activity" A construction-related activity that specifically supports the construction activity and involves earth disturbance or pollutant-generating activities of its own, and can include activities associated with concrete or asphalt batch plants, equipment staging yards, materials storage areas, excavated material disposal areas, and borrow areas.

"Contractor" means a person or firm that undertakes a contract to provide materials or labor to perform a service or do a job related to construction of the project authorized by this permit.

"CWA" means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq.).

"Dedicated portable asphalt plant" A portable asphalt plant that is located on or contiguous to a construction site and that provides asphalt only to the construction site that the plant is located on or adjacent to. The term dedicated portable asphalt plant does not include facilities that are subject to the asphalt emulsion effluent limitation guideline at 40 CFR 443.

"Dedicated portable concrete plant" A portable concrete plant that is located on or contiguous to a construction site and that provides concrete only to the construction site that the plant is located on or adjacent to.

"Dedicated sand or gravel operation" An operation that produces sand and/or gravel for a single construction project.

"Director" means the Director of the Illinois Environmental Protection Agency or an authorized representative.

"Final Stabilization" means that all soil disturbing activities at the site have been completed, and either of the two following conditions are met:

- (i) A uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or
- (ii) Equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

For individual lots in residential construction, final stabilization means that either:

- (i) The homebuilder has completed final stabilization as specified above, or
- (ii) The homebuilder has established temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for, and benefits of, final stabilization.

"Impairment" is the status of a surface water in which an applicable water quality standard is not being attained for a particular pollutant.

"Large and Medium municipal separate storm sewer system" means all municipal separate storm sewers that are either:

- (i) Located in an incorporated place (city) with a population of 100,000 or more as determined by the latest Decennial Census by the Bureau of Census (these cities are listed in Appendices F and G of 40 CFR Part 122); or
- (ii) Located in the counties with unincorporated urbanized populations of 100,000 or more, except municipal separate storm sewers that are located in the incorporated places, townships or towns within such counties (these counties are listed in Appendices H and I of 40 CFR Part 122); or
- (iii) Owned or operated by a municipality other than those described in paragraph (i) or (ii) and that are designated by the Director as part of the large or medium municipal separate storm sewer system.

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"NOI" means notice of intent to be covered by this permit (see Part II of this permit.)

"NOT" means notice of termination of coverage by this permit (See Part II of this permit.)

"Point Source" means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharges. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

"Runoff coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

"Storm Water" means storm water runoff, snow melt runoff, and surface runoff and drainage.

"Storm Water Control" means any best management practice or other method (including narrative effluent limitations) used to prevent or reduce the discharge of pollutants to waters of the United States.

"Total Maximum Daily Loads (TMDLs)" The calculation of the maximum amount of a pollutant allowed to enter a waterbody so that the waterbody will meet and continue to meet water quality standards for that particular pollutant. A TMDL determines a pollutant reduction target and allocates load reductions necessary to the source(s) of the pollutant.

"Turbidity" means a condition of water quality characterized by the presence of suspended solids and/or organic material.

"Waters" mean all accumulations of water, surface and underground, natural, and artificial, public and private, or parts thereof, which are wholly or partially within, flow through, or border upon the State of Illinois, except that sewers and treatment works are not included except as specially mentioned; provided, that nothing herein contained shall authorize the use of natural or otherwise protected waters as sewers or treatment works except that in-stream aeration under Agency permit is allowable.

"Work day" for the purpose of this permit, a work day is any calendar day on which construction activities will take place.

Attachment A

**Division of Water Pollution Control
Regions by County**

Des Plaines Region (FOS 2) Manager 847/294-4000

Boone	Cook	DeKalb	DuPage	Grundy	Jo Daviess
Kane	Kankakee	Kendall	Lake	Lee	McHenry
Ogle	Stephenson	Will	Winnebago		

Peoria Region (FOS 3) Manager 309/671-3022

Bureau	Carroll	Fulton	Hancock	Henderson	Henry
Knox	LaSalle	Marshall	McDonough	Mercer	Peoria
Putnam	Rock Island	Stark	Tazewell	Warren	Whiteside
Woodford					

Champaign Region (FOS 4) Manager 217/278-5800

Champaign	Clark	Coles	Crawford	Cumberland	DeWitt
Douglas	Edgar	Effingham	Ford	Iroquois	Jasper
Livingston	Macon	McLean	Moultrie	Piatt	Shelby
Vermilion					

Springfield Region (FOS 5) Manager 217/557-8761

Adams	Brown	Calhoun	Cass	Christian	Green
Jersey	Logan	Macoupin	Mason	Menard	Montgomery
Morgan	Pike	Sangamon	Schuyler	Scott	

Collinsville Region (FOS 6) Manager 618/346-5120

Bond	Clinton	Fayette	Madison	Marion	Monroe
Randolph	St. Clair	Washington			

Marion Region (FOS 7) Manager 618/993-7200

Alexander	Clay	Edwards	Franklin	Gallatin	Hamilton
Hardin	Jackson	Jefferson	Johnson	Lawrence	Massac
Perry	Pope	Pulaski	Richland	Saline	Union
Wabash	Wayne	White	Williamson		

Standard Conditions

Definitions

Act means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.

Clean Water Act (formerly referred to as the Federal Water Pollution Control Act) means Pub. L 92-500, as amended. 33 U.S.C. 1251 et seq.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Aliquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

24-Hour Composite Sample means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8-Hour Composite Sample means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

- (1) **Duty to comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.
- (2) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.
- (3) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- (4) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- (5) **Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.
- (6) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- (7) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.
- (8) **Duty to provide information.** The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.

(9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:

- (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- (d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.

(10) **Monitoring and records.**

- (a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- (b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. Records related to the permittee's sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.
- (c) Records of monitoring information shall include:
 - (1) The date, exact place, and time of sampling or measurements;
 - (2) The individual(s) who performed the sampling or measurements;
 - (3) The date(s) analyses were performed;
 - (4) The individual(s) who performed the analyses;
 - (5) The analytical techniques or methods used; and
 - (6) The results of such analyses.
- (d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.

(11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.

(a) **Application.** All permit applications shall be signed as follows:

- (1) For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation;
- (2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
- (3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.

(b) **Reports.** All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) The authorization is made in writing by a person described in paragraph (a); and

(2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and

(3) The written authorization is submitted to the Agency.

(c) **Changes of Authorization.** If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.

(d) **Certification.** Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(12) **Reporting requirements.**

(a) **Planned changes.** The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility.

Notice is required when:

(1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or

(2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42 (a)(1).

(3) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

(b) **Anticipated noncompliance.** The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

(c) **Transfers.** This permit is not transferable to any person except after notice to the Agency.

(d) **Compliance schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

(e) **Monitoring reports.** Monitoring results shall be reported at the intervals specified elsewhere in this permit.

(1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).

the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

- (3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.

- (f) **Twenty-four hour reporting.** The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:

- (1) Any unanticipated bypass which exceeds any effluent limitation in the permit.
- (2) Any upset which exceeds any effluent limitation in the permit.
- (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.

The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.

- (g) **Other noncompliance.** The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).

- (h) **Other information.** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.

(13) **Bypass.**

(a) Definitions.

- (1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
- (2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

- (b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).

(c) Notice.

- (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
- (2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).

(14) **Definition of upset.**

- (1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:

- (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

- (iii) The permittee submitted notices as required under paragraph (13)(c).

- (2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).

(14) **Upset.**

- (a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

- (b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

- (c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
- (2) The permitted facility was at the time being properly operated; and
- (3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).
- (4) The permittee complied with any remedial measures required under paragraph (4).

- (d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

(15) **Transfer of permits.** Permits may be transferred by modification or automatic transfer as described below:

- (a) Transfers by modification. Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.

- (b) Automatic transfers. As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:

- (1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
 - (2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
 - (3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.
- (16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
- (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (1) One hundred micrograms per liter (100 ug/l);
 - (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony.
 - (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
 - (4) The level established by the Agency in this permit.
 - (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.
- (17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
- (a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
 - (b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
 - (c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.
- (18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
- (a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
 - (b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
 - (c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.
- (19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.
- (20) Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.
- (21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.
- (22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or both. Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a)(2) and (3).
- (23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.
- (24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- (25) Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.
- (26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.
- (27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.
- (28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

(Rev. 7-9-2010 bah)



WATERSHED MANAGEMENT PERMIT

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

LOCAL SEWER SYSTEMS SECTION
111 EAST ERIE STREET, CHICAGO, IL 60611
www.mwrd.org/wmo

INSTRUCTIONS FOR COMPLETING PERMIT FORM

Submit a signed copy of the Watershed Management Permit application electronically through the Watershed Management Ordinance Permit Application Submittal System (WPASS) at www.mwrd.org/wpPASS. Include any other applicable permit schedules with the application and check the appropriate boxes. Submit a signed and sealed copy of the plan set. If applicable, submit the Fee Payment Voucher and Payment Receipt. Payments can be mailed to the address at the top of this form or submitted electronically at <https://mwrd.org/form/lsss-payment>. For any questions or assistance with submitting the permit application please email us at wpass@mwrd.org or call (312) 751-3255.

NAME AND LOCATION OF PROJECT

Name of Project (as shown on the plan set): 19th Avenue Improvements Project- Phase II

Location of Project (address or with respect to two major streets): 19th Avenue from Madison Street to Oak Street.

Municipality (Township, if unincorporated): Village of Maywood

PIN (include all impacted, use additional sheet if necessary): _____, _____, _____
_____, _____, _____

SEWER AREA OF PROJECT

☒ Combined Sewer Area

☐ Separate Sewer Area

APPLICABLE PERMIT SCHEDULES

<input checked="" type="checkbox"/> Project Information (Required for all projects)	WMO Schedule A	(Page 5 of 9)
<input checked="" type="checkbox"/> Sewer Summary (Required for all projects)	WMO Schedule B	(Page 6 of 9)
<input checked="" type="checkbox"/> Sewer Connections (Required for all projects)	WMO Schedule C	(Page 7 of 9)
<input type="checkbox"/> Detention & Stormwater Management Facilities (WMO)	WMO Schedule D	(2 Pages)
<input type="checkbox"/> Detention & Stormwater Management Facilities (Legacy)	WMO Schedule D-Legacy	(4 Pages)
<input type="checkbox"/> Public Lift Station and/or Force Main	WMO Schedule E	(2 Pages)
<input type="checkbox"/> Characteristics of Waste Discharge	WMO Schedule F	(2 Pages)
<input type="checkbox"/> Treatment or Pretreatment Facilities	WMO Schedule G	(2 Pages)
<input type="checkbox"/> Hazard Areas (Floodplain / Floodway /Riparian Areas)	WMO Schedule H	(2 Pages)
<input type="checkbox"/> Affidavit Relative to Compliance with Article 7	WMO Schedule J	(1 Page)
<input type="checkbox"/> Affidavit of Disclosure of Property Interest	WMO Schedule K	(2 Pages)
<input type="checkbox"/> Notice of Requirements for Storm Water Detention	WMO Schedule L	(2 Pages)
<input type="checkbox"/> Outfall, Direct Connection, District Owned or Leased Property	WMO Schedule O	(1 Page)
<input checked="" type="checkbox"/> Soil Erosion and Sediment Control	WMO Schedule P	(1 Page)
<input type="checkbox"/> Recording and Maintenance	WMO Schedule R	(2 Pages)
<input type="checkbox"/> Wetlands and Wetland Buffer Areas	WMO Schedule W	(2 Pages)
<input type="checkbox"/> Current Survey of Property Interests (Required for most projects)	Exhibit A	

DISTRICT or AUTHORIZED MUNICIPALITY USE ONLY

Application Received: 06/03/2024

Permit Issued: 8/29/2024

PERMIT ISSUED BY:

☒ DISTRICT

☐ Authorized Municipality

WMO PERMIT

GENERAL CONDITIONS

WMO Permit Number: 2024-0174

1. **Definitions.** The definitions of Appendix A of the Watershed Management Ordinance are incorporated into this Watershed Management Permit by reference. Additionally, the following words and phrases shall be defined as follows:

- a) **Building and Occupancy Permit.** Building and Occupancy Permit issued by the Municipality.
- b) **Design Engineer.** A Professional Engineer who prepares plans and specifications for the project, and signs the Watershed Management Permit Application.
- c) **Inspection Engineer.** A Professional Engineer who inspects the development to ensure compliance with the design plans, specifications, a Watershed Management Permit, and the Watershed Management Ordinance.
- d) **Permit.** Watershed Management Permit.
- e) **General Conditions.** General Conditions contained in a Watershed Management Permit.
- f) **Special Conditions.** Special Conditions of this Watershed Management Permit.

2. **Adequacy of Design.** The schedules, plans, specifications and all other data and documents submitted for this Permit are made a part hereof. The Permit shall not relieve the Design Engineer of the sole responsibility for the adequacy of the design. The issuance of this Permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.

3. **Joint Construction and Operation Permits.** Unless otherwise stated by the Special Conditions, the issuance of this Permit shall be a joint construction and operation permit, provided that the Permittee or Co-Permittee has complied with all General and Special Conditions.

4. **Allowable Discharges.** Discharges into the Sanitary Sewer system constructed under this Permit shall consist of sanitary Sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this Permit. Stormwater shall not be permitted to enter the Sanitary Sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the Sanitary Sewer system.

5. **Construction Inspection.** All erosion and sediment control facilities, Stormwater Facilities, Detention Facilities, and Qualified Sewer Construction shall be inspected and approved by an Inspection Engineer acting on behalf of the Permittee or the Owner of the

project, or by a duly authorized and competent representative of the Inspection Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.

6. **Maintenance.** Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, Sanitary Sewer lines, Combined Sewer lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the Permittee, the Co-Permittee, the property served, the Owner and the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property, unless the District has authorized assignment of the permit.

7. **Indemnification.** The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless the Metropolitan Water Reclamation District of Greater Chicago ("District", "MWRD", or "MWRDGC") and its Commissioners, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District and its Commissioners, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the District and its Commissioners, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless an Authorized Municipality and its elected officials, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Authorized Municipality and its elected officials, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality

WMO PERMIT

GENERAL CONDITIONS

WMO Permit Number: 2024-0174

of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the Authorized Municipality and its elected officials, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

8. **Sewer Construction by District.** Permittee understands and acknowledges that the District has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this Permit is issued, and that by the District constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this Permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

Therefore, by accepting this Permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the District and its Commissioners, officers, employees, servants, and agents of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the District and its Commissioners, officers, employees, servants, and agents for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the District of sewer service facilities in the service area contemplated by this Permit, the rendering of such services, which District facilities and services decrease the value of the facilities constructed by the Permittee under this Permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under 70 ILCS 2605/19; the taking of private property for public use without due compensation; the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.

9. **Third Parties.** Regarding Qualified Sewer Construction, this Permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the District or of any other parties, (b) to construct outside of the territorial boundaries of the District except as allowed under an extraterritorial service agreement, (c) to construct or encroach upon the territorial boundaries of any units of local government within the District, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.

10. **Costs.** It is expressly stipulated and clearly understood that the Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, or facilities for which the Permit is issued shall be constructed, operated and maintained at no cost to the District.
11. **Other Sewer Construction.** The District reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to a District interceptor and/or in public right-of-ways of District easements, and to introduce additional Sewage flow through this connection into the intercepting sewer of said District.
12. **Change of Use.** This Permit shall be incorporated in the Building and Occupancy Permit for the Building or Buildings served under this Permit. The Owner or occupant of any Building served under this Permit shall not cause, or permit, a change of use of the Building to a use other than that indicated in this Permit without first having obtained a written permission from the Executive Director of the District.
13. **Interceptors Overloading.** The District hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
14. **Transferability.** This Permit may not be assigned or transferred without the written consent of the Executive Director of the District or Enforcement Officer of an Authorized Municipality. However, a Sole Permittee may be required to assign or transfer the Permit when divesting itself of ownership to a third-party and should notify the District prior to such divestment so that the District may determine whether assignment to the new owner is necessary.
15. **Termination.** The District has the right to enforce or revoke a Permit issued by either the District or an Authorized Municipality as outlined in Article 12 of the Watershed Management Ordinance.

It is understood and agreed that in the event the Permittee shall default on or fail to perform and carryout any of the covenants, conditions or provisions of this Permit and such default or violation shall continue for sixty (60) days after receipt of notice thereof in writing given by the Executive Director of the District, then it shall be lawful for the District at or after the expiration of said sixty (60) days to declare said Permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this Permit. If the

WMO PERMIT

GENERAL CONDITIONS

WMO Permit Number: 2024-0174

Permittee fails to do so, the District shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the District for said disconnection.

16. **Rights and Remedies.** The various rights and remedies of the District contained in this Permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the District to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the District to pursue any other rights or remedies provided under the terms and provisions of this Permit or under any applicable rules, regulations, ordinances or laws.
17. **Expiration.** This Permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired Permit is deemed construction without a Permit. All construction under this Permit shall be completed within three (3) years after the date of permit issuance. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one (1) year period indicated will be considered from the date of final court action.
18. **Revocation.** In issuing this Permit, the District or Authorized Municipality has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this Permit, and all the rights of the Permittee hereunder shall immediately become null and void.
19. **Advance Notice.** The Permittee shall give the District or Authorized Municipality advance notice of at least two working days prior to the following: mobilization and installation of Erosion and Sediment Control Practices; commencement of construction; excavation for Qualified Sewer Construction; Major Stormwater Systems and Detention Facilities under this Permit; and completion of construction. When advance notice is given, the Permittee shall provide the Permit number, municipality and location.
20. **Compliance with Plans and Specifications.** All construction shall be in accordance with the plans and specifications submitted for this Permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or Permit requirements shall be permitted unless revised plans have been submitted to, and approved by the District or Authorized Municipality. The Permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the jobsite at all times during construction and until final inspection and approval by the District or Authorized Municipality.
21. **Testing and Approval.** All construction under this Permit shall be subject to inspection, testing and approval by the District. All testing shall be made, or caused to be made, by the Permittee at no cost to the District and in the presence of the District representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the District. No sewer or other facilities shall be put in service until all the conditions of the Permit have been satisfactorily met.
22. **Record Drawings.** Before final inspection and approval by the District or an Authorized Municipality, the Permittee shall furnish, or cause to be furnished to the District or an Authorized Municipality, a set of Record drawings and Schedule R for the site stormwater plan, Detention Facilities, Stormwater Facilities, and Qualified Sewer Construction.
23. **Compliance with Rules and Regulations.** The Permittee hereby expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this Permit shall not constitute a waiver of any applicable requirements.
24. **Severability.** The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit, is held invalid, the remaining provisions of this Permit shall continue in full force and effect.
25. **Property Rights.** This Permit does not convey any property rights of any sort, or any exclusive privilege.
26. **Conflict with Other Conditions.** In the case of conflict between these General Conditions and any other condition(s) in this permit, the other condition(s) shall govern.

WMO SCHEDULE A PROJECT INFORMATION

Watershed Management Permit No. 2024-0174

1. NAME OF PROJECT 19th Avenue Improvements Project- Phase II

(as shown on the plans)

2. APPURTENANCES (check all applicable items)

- ☐ Siphon ☐ Drop Manholes ☐ Public Lift Station ☐ Outfalls
(Submit Sch. E) (Submit Sch. O)
- ☐ Stream Crossing ☐ Direct Connections to District → Describe _____

3. RECEIVING SANITARY/COMBINED SEWER SYSTEM

A. System that project will connect to is:

☒ Existing ☐ Proposed /Under Construction → District Permit # _____

List owners of all sewers from project to District interceptor Village of Maywood

4. RECEIVING STORM SEWER SYSTEM TRIBUTARY TO WATERWAY

A. System that project will connect to is:

☐ Existing ☐ Proposed /Under Construction → District Permit # _____

List owners of all sewers from project to waterway _____

5. EXISTING LIFT STATION

☒ No ☐ Yes → Receiving system includes existing lift station

If yes, indicate location _____

6. FLOOD PROTECTION AREAS

Does any part of the project area involve the following? (check all applicable items)

- ☐ Floodplain/Floodway/Riparian ☐ Wetlands/Buffers/Riparian
(Schedule H) (Schedule W)

7. SIZE OF PROJECT

		Impervious area within project
A. Total contiguous ownership interest	R.O.W. _____ acres	C. Before development ROW _____ acres
B. Development Area	ROW _____ acres	D. After development ROW _____ acres

8. STORMWATER MANAGEMENT

A. Is project in the service area of a District permitted detention facility?

☒ No ☐ Yes → District Permit No. _____

B. Is stormwater management provided under this permit?

☒ No ☐ Yes → Required by: ☐ District ☐ Other
(Submit Sch. D)

C. Type of stormwater management

- ☐ Runoff Control ☐ Volume Control ☐ Detention Storage

WMO SCHEDULE B

SEWER SUMMARY

Watershed Management Permit No.

2024-0174

PROJECT NAME: 19th Avenue Improvements Project- Phase II

(as shown on the plans)

1. **SEWER SUMMARY:** Include all qualified sewer construction sewers (Sanitary sewers in combined and separate sewer areas and Storm sewers in combined sewer area) and their tributary type:
Sanitary (San), Combined (C), Storm to Combined (SC), Storm to Waterway (SW), or Storm part of Volume Control (SVC)

Tributary Type	Choose an C	Choose an C	Choose an San	Choose an SC	Choose SC	Choose an SC	Choose SC
Pipe Size (in.)	10"	12"/18"	6"	12"	24"	10"	10"
Total Length (ft.)	136	215/28	292	1350	70	89	584
Min. slope used (%)	0.5%	0.5%/0.5%	1.0%	0.35%	0.5%	1.0%	.3%
Pipe Material *	ASTM SDR 26 D-2241	ASTM SDR 26 D-2241	ASTM SDR 26 D-2241	ASTM SDR 26 D-2241	RCP	ASTM SDR 26 D-2241	ANSI/AWWA 21.51/C151
Total Manholes	MH,4"Dia- 6					RDMH 4' DIA-7	RDMH 6' DIA-4
Total Cleanouts		18" and 12" listed					
Catch Basin/Inlets	RECONSTRUCTS 5			RDCB 4'DIA - 18	INLETS- 14		

* Pipe material and joint specifications must be shown on plans. See Technical Guidance Manual for acceptable specifications.

Sewer construction in floodplain: ☒ No ☐ Yes → FPE _____ ft.

Sanitary Manholes in floodplain _____

Note: All structures shall have lids located above the FPE or be constructed with watertight, bolt down covers/lids.

2. NATURE OF PROJECT (Check all that apply)

Brief description Underground drainage improvements and repairs and roadway reconstruction

- ☒ Publicly financed ☐ Sewer extension to serve future development
- ☐ Sewer system serving a subdivision ☒ Storm sewers in combined sewer area
- ☐ Off-site trunk sewer to serve subdivision ☐ Service connections to serve buildings (Sch. C)
- ☒ Other FEDERAL FUNDS AS WELL

3. SEWER EXTENSIONS

Identify proposed project designed to service future connections (not included in Schedule C). Check the appropriate box and submit service area map and estimate of population equivalent (PE) to be served.

- ☒ NO ☐ YES → ☐ Service area map
- ☐ P.E. estimate submitted

WMO SCHEDULE C SEWER CONNECTIONS

Watershed Management Permit No. 2024-0174

(FILL OUT ALL SECTIONS THAT APPLY)

1. BUILDING CONNECTION DATA

A. RESIDENTIAL BUILDINGS

<input type="checkbox"/> Single Family	Total dwelling units *	FEDERAL FUNE	
	Number of sewer connections *	PE **	
<input type="checkbox"/> Multi Family	Total dwelling units *		
	Number of sewer connections *	PE **	

B. COMMERCIAL& RECREATIONAL BUILDINGS

<input type="checkbox"/> Number of sewer connections	PE **	
--	-------	--

C. INDUSTRIAL BUILDINGS

<input type="checkbox"/> Number of sewer connections	PE **	
--	-------	--

* Each sanitary line exiting a building is a connection

** Population Equivalent (Submit calculations for each connection and total from all connections)

2. BUILDING USE - (Check all that apply)

A. COMMERCIAL & RECREATIONAL

Describe use of buildings, including principal product(s) or activities _____

<input type="checkbox"/> Food preparation or processing (install grease separator)	<input type="checkbox"/> Laundromat (install lint basin)
<input type="checkbox"/> Swimming pool (provide pool plans)	<input type="checkbox"/> Auto service (install triple basin)
<input type="checkbox"/> Manufacturing (describe) _____	<input type="checkbox"/> Auto wash (install mud basin)
<input checked="" type="checkbox"/> Other _____	

B. INDUSTRIAL BUILDINGS

Describe use of buildings, including principal product(s) or activities _____

<input type="checkbox"/> Sewer connections will receive domestic sewage only
<input type="checkbox"/> Industrial waste is produced

NOTE: If industrial waste is produced, submit [WMO Schedule F](#) & [WMO Schedule G](#) and plumbing plans along with flow diagram for pretreatment system.

SCHEDULE P

SOIL EROSION AND SEDIMENT CONTROL

MO Permit Number: 2024-0174

NAME OF PROJECT: 19th Avenue Improvements Project- Phase II

1. PROJECT INFORMATION:

- A. Project Area (include all disturbed area) 2.0 acres
- B. Stormwater discharges directly to:
- ☐ Storm Sewer
 - ☒ Combined Sewer
 - ☐ Overland Flow Route
 - ☐ Waters of the State → Name of water body: _____
 - ☐ Other → Explain: _____
- C. Indicate if any of the following special circumstances apply (check all that apply):
- ☐ Volume Control Facility ☐ Wetland / Buffer ☐ Outfall to Waterway
 - ☐ Floodplain / Floodway ☐ Riparian Environment ☐ Tributary to Lake Michigan
- D. Explain how special circumstances indicated in Item 1.C will be protected from erosion and sedimentation:

2. SOIL EROSION AND SEDIMENT CONTROL PRACTICES: Submit a soil erosion and sediment control plan indicating type, location, and detail for all practices. Include a sequence for all major construction activities. All practices must be constructed in accordance with the Illinois Urban Manual.

- A. Indicate all temporary soil erosion and sediment control practices installed as part of the project:
- ☒ Entrance Exit Control ☐ Vegetative Control ☐ Filtration for Dewatering
 - ☒ Concrete Washout ☐ Matting / Mulching ☐ Conveyance Channel
 - ☐ Silt Fence ☐ Coir Roll ☐ Velocity Dissipation
 - ☐ Double-Row Silt Fence ☐ Sediment Trap ☐ Cofferdam / Silt Curtain
 - ☒ Inlet Control ☐ Sediment Basin
 - ☐ Other: _____
 - ☐ Other: _____
- B. Indicate all permanent soil erosion control practices installed as part of the project:
- ☐ Vegetative Control ☐ Velocity Dissipation
 - ☐ Other: _____
 - ☐ Other: _____

SPECIAL CONDITIONS FOR MWRD PERMIT NO. 2024-0174

1. Construction must conform to the soil erosion and sediment control requirements of this permit and any other local, state, and/or federal agencies.
2. All abandoned sewers/forcemains shall be plugged at both ends with at least 2 feet long non-shrink concrete or mortar plugs.
3. This permit is issued for qualified sewer construction only.

ENGINEERING CERTIFICATIONS

Watershed Management Permit No.

2024-0174

CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Comments, if any:

Engineering Firm: Edwin Hancock Engineering

Telephone: (708) 865 - 0300

Address: 9930 Roosevelt Road

City: Westchester

Zip: 60154

Signature: William O. Peterhansen V.P.
(Name and Title)

Date: 4-29-24

Email Address: bpeterhansen@ehancock.com

CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper in accordance with local requirements. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. ☒ YES ☐ NO

Owner of Local Sewer System: Village of Maywood

Meer: Bill Peterhansen

Telephone: 708-865-0300

Address: 40 Madison Street

City: Maywood

Zip: 60153

Signature: William O. Peterhansen V.P.
(Name and Title)

Date: 4-29-24

Email Address: bpeterhansen@ehancock.com

CERTIFICATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the Permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the District or an Authorized Municipality before testing and approval by the District or Authorized Municipality of the completed work.

Engineering Firm: Edwin Hancock Engineering

Telephone: 708-865-0300

Address: 9930 Roosevelt Road

City: Westchester

Zip: 60154

Signature: William O. Peterhansen V.P.
(Name and Title)

Date: 4-29-24

Email Address: bpeterhansen@ehancock.com

SPECIAL CONDITIONS

Watershed Management Permit No.

2024-0174

This Permit is issued subject to the General Conditions and the attached Special Conditions.

If Permit is granted:

- ☒ Please return two (2) copies of the Permit to the Permittee; or
☐ Please mail one (1) copy to Permittee and one (1) copy to the person designated below:

Name: Bill Peterhansen, P.E.

Address : 9933 Roosevelt Rd., Westchester, IL 60154

Email : bpeterhansen@ehancock.com

CERTIFICATE BY APPLICANTS: We have read and thoroughly understand the conditions and requirements of this Permit application, and agree to conform to the Permit conditions and other applicable requirements of the District. It is understood that construction hereunder, after the Permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the District or an Authorized Municipality. It is further understood that this application shall not constitute a Permit until it is approved, signed and returned by the Director of Engineering of the District or Enforcement Officer of an Authorized Municipality.

PERMITTEE	CO-PERMITTEE
The project area is within municipal corporate limits. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(Co-Permittee is Property Owner) Title to property is held in a land trust: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Co-Permittee shall be beneficiary with Power of Direction
Municipality <u>Village of Maywood</u>	Owner _____
Address <u>40 Madison Street</u>	Address _____
City <u>Maywood</u> Zip <u>60153</u>	City _____ Zip _____
Signature <u><i>Greg Buchanan</i></u>	Signature _____
Name <u>Greg Buchanan</u> (Print)	Name _____ (Print)
Title <u>Interim Director of Public Works</u>	Title _____
Date <u>4-29-2024</u> Phone <u>708-450-4463</u>	Date _____ Phone _____
Email <u>gbuchanan@maywood-il.gov</u>	Email _____

REVIEW AND APPROVAL BY THE DISTRICT OR AUTHORIZED MUNICIPALITY	
Reviewed by: <u><i>Peter M. ...</i></u> (Local Sewer Systems) or (Professional Engineer)	Date <u>8/28/2024</u>
Approved for Issue	
Approved by: <u><i>Daniel M. ...</i></u> (For the Director of Engineering) or (Enforcement Officer)	Date <u>8/29/2024</u>

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue, East; Post Office Box 19276; Springfield, IL 62794-9276

Division of Public Water Supplies

Telephone 217/782-1724

PUBLIC WATER SUPPLY CONSTRUCTION PERMIT

SUBJECT: MAYWOOD (IL0311830)

Permit Issued to:
Village of Maywood
40 Madison Street
Maywood, IL 60153

PERMIT NUMBER: 1294-FY2024

DATE ISSUED: June 27, 2024

PERMIT TYPE: Water Main Extension

The issuance of this permit is based on plans and specifications prepared by the engineers/architects indicated and are identified as follows. This permit is issued for the construction and/or installation of the public water supply improvements described in this document, in accordance with the provisions of the "Environmental Protection Act", Title IV, Sections 14 through 17, and Title X, Sections 39 and 40, and is subject to the conditions printed on the last page of this permit and the ADDITIONAL CONDITIONS listed below.

FIRM: Edwin Hancock Engineering Co.
NUMBER OF PLAN SHEETS: 24
TITLE OF PLANS: "19th Avenue Improvements Project-Phase II"
APPLICATION RECEIVED DATE: June 3, 2024

PROPOSED IMPROVEMENTS:

The installation of approximately 2426 feet of 8-inch and 66 feet of 6-inch water main.

ADDITIONAL CONDITIONS:

1. When the owner or operator of a community water supply replaces a water main, the community water supply shall identify all lead service lines connected to the water main and shall comply with the requirements of Section 17.12 of the Act, 415 ILCS 5/17.12 for lead service line replacement. Galvanized service line must also be replaced if the galvanized service line is or was connected downstream to the lead piping. A statement must be submitted with the Application for Operating Permit indicating either that no full or partial lead service lines were identified or that Section 17.12 of the Act was complied with for this project.
2. When replacing water mains with lead service lines or partial lead service lines connected to them, the owner or operator of the community water supply shall provide the owner or operator of each potentially affected building that is serviced by the affected lead service lines or partial lead service lines, as well as the occupants of those buildings, with an individual written notice. The lead informational notice shall be provided at least 14 days prior to permitted water main work. The notification provided by the community water supply must satisfy the requirements of Section 17.12(jj) of the Act, 415 ILCS 5/17.12(jj). A copy of the notice used must be submitted to the Agency with the Application for Operating Permit

3. All water mains shall be satisfactorily disinfected prior to use pursuant to Ill. Adm. Code, Title 35, Subtitle F, Section 602.310. Two consecutive sets of samples collected at least 24 hours apart must show the absence of coliform bacteria. The samples must be collected from every 1,200 feet of new water main along each branch and from the end of the line. An operating permit must be obtained before the project is placed in service. The application for operating permit and supporting documents can either be mailed to this office or emailed to EPA.PWSPermits@illinois.gov. Use of the email address is preferred.

4. The permit approval is for the Application, Schedule B, and 24 plan sheets received on June 3, 2024.

DCC:JAR

cc: Edwin Hancock Engineering Co.
Elgin Regional Office
Cook County Health Department
IDPH/DEH – Plumbing and Water Quality Program



David C. Cook, P.E.
Manager Permit Section
Division of Public Water Supplies

STANDARD CONDITIONS FOR CONSTRUCTION/DEVELOPMENT PERMITS
ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The Illinois Environmental Protection Agency Act (415 ILCS 5/39) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

These standard conditions shall apply to all permits which the Agency issues for construction or development projects which require permits under the Division of Water Pollution Control, Air Pollution Control, Public Water Supplies and Land Pollution Control. Special conditions may also be imposed by the separate divisions in addition to these standard conditions.

1. Unless this permit has been extended or it has been voided by a newly issued permit, this permit will expire one year after this date of issuance unless construction or development on this project has started on or prior to that date.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentation of credentials:
 - a. to enter at reasonable times the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit.
 - b. to have access to and copy at reasonable times any records required be kept under the terms and conditions of this permit.
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit.
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants.
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the permits upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with the other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability directly or indirectly for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. These standard conditions shall prevail unless modified by special conditions.
7. The Agency may file a complaint with the Board for modification, suspension or revocation of a permit:
 - a. upon discovery that the permit application misrepresentation or false statements or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.
8. Division of Public Water Supply Construction Permits expire one year from date of issuance or renewal, unless construction has started. If construction commences within one year from date of issuance or renewal, the permit expires five years from the date of permit issuance or renewal. A request for extension shall be filed prior to the permit expiration date.



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil) Project

Name: 19th Avenue Improvement Project Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

Portions of 19th Avenue: Madison Street to Oak Street - See attached figures

City: Maywood State: IL Zip Code: 60153

County: Cook Township: Proviso

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.88235 Longitude: - 87.85635

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: The Village of Maywood

Street Address: 40 Madison Street

PO Box: _____

City: Maywood State: IL

Zip Code: 60153 Phone: (708) 450-6301

Contact: _____

Email, if available: _____

Site Operator

Name: _____

Street Address: _____

PO Box: _____

City: _____ State: IL

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

A limited historical & regulatory review was performed to identify PIPs. Site reconnaissance was performed while sampling to evaluate on-site environmental conditions & potential PIPs. Based on the nature & scope of the project, 9 soil samples were collected for indicator contaminants associated with identified PIPs and screened with a PID. Figure 2 shows sample locations.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201 (g), 1100.205(a), 1100.610]:

See attached analytical summary tables, laboratory reports and associated NELAC certification. Figure 2 identifies the project area that is covered by this certification.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

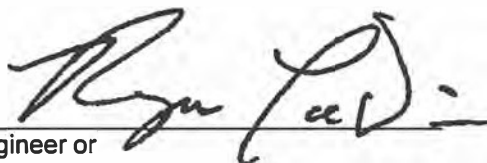
I, Ryan M. LaDieu, P.E. (name of licensed professional engineer or geologist)
certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: True North Consultants
Street Address: 1000 East Warrenville Road, Suite 140
City: Naperville State: IL Zip Code: 60563
Phone: 630.717.2880

Ryan M. LaDieu

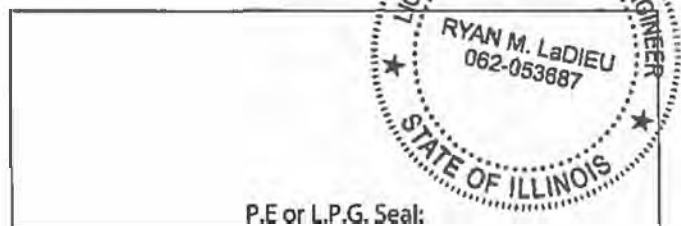
Printed Name:



Licensed Professional Engineer or
Licensed Professional Geologist Signature:

05/17/2024

Date:



AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: April 1, 2022

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement (ASI).

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

303.03 Equipment. The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

303.04 Soil Preparation. The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department’s “Subgrade Stability Manual” for the aggregate thickness specified.

303.05 Placing and Compacting. The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.06 Finishing and Maintenance. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.07 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.08 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.”

Add the following to Section 1004 of the Standard Specifications:

“1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.

(b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.

(c) Gradation.

(1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
	8”	6”	4”	2”	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10.”

Add the following to Article 1031.09 of the Standard Specifications:

“(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered."

80274

CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES; CONCRETE, AND MORTAR (BDE)

Effective: January 1, 2025

Revise the first paragraph of Article 285.05 of the Standard Specifications to read:

“285.05 Fabric Formed Concrete Revetment Mat. The grout shall consist of a mixture of cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Fly ash or ground granulated blast furnace (GGBF) slag, and concrete admixtures may be used at the option of the Contractor. The grout shall have an air content of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The mix shall obtain a compressive strength of 2500 psi (17,000 kPa) at 28 days according to Article 1020.09.”

Revise Article 302.02 of the Standard Specifications to read:

“302.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Hydrated Lime	1012.01
(d) By-Product, Hydrated Lime	1012.02
(e) By-Product, Non-Hydrated Lime	1012.03
(f) Lime Slurry	1012.04
(g) Fly Ash	1010
(h) Soil for Soil Modification (Note 1)	1009.01
(i) Bituminous Materials (Note 2)	1032

Note 1. This soil requirement only applies when modifying with lime (slurry or dry).

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250.”

Revise Article 312.07(c) of the Standard Specifications to read:

“(c) Cement1001”

Add Article 312.07(i) of the Standard Specifications to read:

“(i) Ground Granulated Blast Furnace (GGBF) Slag1010”

Revise the first paragraph of Article 312.09 of the Standard Specifications to read:

“312.09 Proportioning and Mix Design. At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing.

The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

"352.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement (Note 1)	1001
(b) Soil for Soil-Cement Base Course	1009.03
(c) Water	1002
(d) Bituminous Materials (Note 2)	1032

Note 1. Bulk cement may be used for the traveling mixing plant method if the equipment for handling, weighing, and spreading the cement is approved by the Engineer.

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 404.02 of the Standard Specifications to read:

"404.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.08
(d) Bituminous Material (Tack Coat)	1032.06
(e) Emulsified Asphalts (Note 1) (Note 2)	1032.06
(f) Fiber Modified Joint Sealer	1050.05
(g) Additives (Note 3)	

Note 1. When used for slurry seal, the emulsified asphalt shall be CQS-1h according to Article 1032.06(b).

Note 2. When used for micro-surfacing, the emulsified asphalt shall be CQS-1hP according to Article 1032.06(e).

Note 3. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

Revise the last sentence of the fourth paragraph of Article 404.08 of the Standard Specifications to read:

“When approved by the Engineer, the sealant may be dusted with fine sand, cement, or mineral filler to prevent tracking.”

Revise Note 2 of Article 516.02 of the Standard Specifications to read:

“Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be a 1:1 blend of sand and cement comprised of a Type I, IL, or II cement at 185 lb/cu yd (110 kg/cu m). The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).”

Revise Note 2 of Article 543.02 of the Standard Specifications to read:

“Note 2. The grout mixture shall be 6.50 hundredweight/cu yd (385 kg/cu m) of cement plus fine aggregate and water. Fly ash or ground granulated blast furnace (GGBF) slag may replace a maximum of 5.25 hundredweight/cu yd (310 kg/cu m) of the cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce an air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture.”

Revise Article 583.01 of the Standard Specifications to read:

“**583.01 Description.** This work shall consist of placing cement mortar along precast, prestressed concrete bridge deck beams as required for fairing out any unevenness between adjacent deck beams prior to placing of waterproofing membrane and surfacing.”

Revise Article 583.02(a) of the Standard Specifications to read:

“(a) Cement1001”

Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

“**583.03 General.** This work shall only be performed when the air temperature is 45 °F (7 °C) and rising. The mixture for cement mortar shall consist of three parts sand to one part cement by volume. The amount of water shall be no more than that necessary to produce a workable, plastic mortar.”

Revise Note 2/ in Article 1003.01(b) of the Standard Specifications to read:

“2/ Applies only to sand. Sand exceeding the colorimetric test standard of 11 (Illinois Modified AASHTO T 21) will be checked for mortar making properties according to Illinois Modified ASTM C 87 and shall develop a compressive strength at the age of 14 days when using Type I, IL, or II cement of not less than 95 percent of the comparable standard.

Revise the second sentence of Article 1003.02(e)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise the first sentence of the second paragraph of Article 1003.02(e)(3) of the Standard Specifications to read:

“The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater.”

Revise the second sentence of Article 1004.02(g)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise Article 1017.01 of the Standard Specifications to read:

“1017.01 Requirements. The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the high-strength mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise the fourth sentence of Article 1018.01 of the Standard Specifications to read:

“The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department.”

Revise Article 1019.02 of the Standard Specifications to read:

“1019.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002

- (c) Fine Aggregate for Controlled Low-Strength Material (CLSM) 1003.06
- (d) Fly Ash 1010
- (e) Ground Granulated Blast Furnace (GGBF) Slag..... 1010
- (f) Admixtures (Note 1)

Note 1. The air-entraining admixture may be in powder or liquid form. Prior to approval, a CLSM air-entraining admixture will be evaluated by the Department. The admixture shall be able to meet the air content requirements of Mix 2. The Department will maintain a qualified product list.”

Revise Article 1019.05 of the Standard Specifications to read:

“**1019.05 Department Mix Design.** The Department mix design shall be Mix 1, 2, or 3 and shall be proportioned to yield approximately one cubic yard (cubic meter).

Mix 1	
Cement	50 lb (30 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2900 lb (1720 kg)
Water	50-65 gal (248-322 L)
Air Content	No air is entrained

Mix 2	
Cement	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (173-248 L)
Air Content	15-25 %

Mix 3	
Cement	40 lb (24 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (179-248 L)
Air Content	15-25 %”

Revise Article 1020.04, Table 1, Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise Article 1020.04, Table 1 (Metric), Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise the second paragraph of Article 1020.05(a) of the Standard Specifications to read:

“For a mix design using a portland-pozzolan cement, portland blast-furnace slag cement, portland-limestone cement, or replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the Contractor may submit a mix design with a minimum portland cement content less than 400 lbs/cu yd (237 kg/cu m), but not less than 375 lbs/cu yd (222 kg/cu m), if the mix design is shown to have a minimum relative dynamic modulus of elasticity of 80 percent determined according to AASHTO T 161. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete.”

Revise the first sentence of the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“Corrosion inhibitors and concrete admixtures shall be according to the qualified product lists.”

Delete the fourth and fifth sentences of the second paragraph of Article 1020.05(b) of the Standard Specifications.

Revise the third sentence of the second paragraph of Article 1020.05(b)(5) of the Standard Specifications to read:

“The qualified product lists of concrete admixtures shall not apply.”

Revise second paragraph of Article 1020.05(b)(10) of the Standard Specifications to read:

“When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m) and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch. Other corrosion inhibitors shall be added per the manufacturer’s specifications.”

Delete the third paragraph of Article 1020.05(b)(10) of the Standard Specifications.

Revise Article 1020.15(b)(1)c. of the Standard Specifications to read:

“c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the

minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.”

Revise Article 1021.01 of the Standard Specifications to read:

“1021.01 General. Admixtures shall be furnished in liquid or powder form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer, the date of manufacture, and trade name of the material. Containers shall be readily identifiable as to manufacturer, the date of manufacture, and trade name of the material they contain.

Concrete admixtures shall be on one of the Department's qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or types, an electronic link to the product's technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

The manufacturer shall include the following in the submittal to the AASHTO Product Eval and Audit CADD testing program: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range established by the manufacturer shall be according to AASHTO M 194. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, 1021.07, and 1021.08, the pH allowable manufacturing range established by the manufacturer shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass) as determined by an appropriate test method. To verify the test result, the Department will use Illinois Modified AASHTO T 260, Procedure A, Method 1.

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.”

Revise Article 1021.03 of the Standard Specifications to read:

“1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.
- (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).”

Revise Article 1021.05 of the Standard Specifications to read:

“1021.05 Self-Consolidating Admixtures. Self-consolidating admixture systems shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

High range water-reducing admixtures shall be according to AASHTO M 194, Type F.

Viscosity modifying admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.06 of the Standard Specifications to read:

“1021.06 Rheology-Controlling Admixture. Rheology-controlling admixtures shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. Rheology-controlling admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.07 of the Standard Specifications to read:

“1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.

For submittals requiring testing according to ASTM M 194, Type C (accelerating), the admixture shall meet the requirements of the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01.

For submittals requiring testing according to ASTM C 1582, a report prepared by an independent laboratory accredited by AASHTO re:source for portland cement concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent accredited lab. All other information in ASTM C 1582 shall be from an independent accredited lab. Test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall instead be submitted directly to the Department.”

Add Article 1021.08 of the Standard Specifications as follows:

“1021.08 Other Specific Performance Admixtures. Other specific performance admixtures shall, at a minimum, be according to AASHTO M 194, Type S (specific performance). The Department also reserves the right to require other testing, as determined by the Engineer, to show evidence of specific performance characteristics.

Initial testing according to AASHTO M 194 may be conducted under the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01, or by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. In either case, test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall also be submitted directly to the Department. The independent accredited lab report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.”

Revise Article 1024.01 of the Standard Specifications to read:

“1024.01 Requirements for Grout. The grout shall be proportioned by dry volume, thoroughly mixed, and shall have a minimum temperature of 50 °F (10 °C). Water shall not exceed the minimum needed for placement and finishing.

Materials for the grout shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.02
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(f) Concrete Admixtures	1021”

Revise Note 1 of Article 1024.02 of the Standard Specifications to read:

“Note 1. Nonshrink grout shall be according to Illinois Modified ASTM C 1107.

The nonshrink grout shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the grout shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise Article 1029.02 of the Standard Specifications to read:

“1029.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement.....	1001
(b) Fly Ash	1010
(c) Ground Granulated Blast Furnace (GGBF) Slag	1010
(d) Water.....	1002
(e) Fine Aggregate.....	1003
(f) Concrete Admixtures	1021
(g) Foaming Agent (Note 1)	

Note 1. The manufacturer shall submit infrared spectrophotometer trace and test results indicating the foaming agent meets the requirements of ASTM C 869 in order to be on the Department’s qualified product list. Submitted data/results shall not be more than five years old.”

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

Revise the first two sections of Check Sheet #11 of the Supplemental Specifications and Recurring Special Provisions to read:

“Description. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

Materials. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications:

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fly Ash	1010
(d) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(e) Admixtures	1021
(f) Packaged Rapid Hardening Mortar or Concrete	1018”

Revise the third paragraph of Materials Note 2 of Check Sheet #28 of the Supplemental Specifications and Recurring Special Provisions to read:

“The Department will maintain a qualified product list of synthetic fibers, which will include the minimum required dosage rate. For the minimum required fiber dosage rate based on the Illinois Modified ASTM C 1609 test, a report prepared by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete shall be provided. The report shall show results of tests conducted no more than five years prior to the time of submittal.”

80460

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

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

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

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

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

"(b) No working day will be charged under the following conditions.

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

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

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

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

80384

COMPLETION DATE (VIA CALENDAR DAYS) PLUS WORKING DAYS (BDE)

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon 210 calendar days. After the completion date, an additional 15 working days will be allowed to complete .

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

80199

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2025

1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 21.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
 - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.

- (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

The required forms and documentation shall be submitted as a single .pdf file using the “Integrated Contractor Exchange (iCX)” application within the Department’s “EBids System”.

The Department will not accept a bid if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. A bidder declared non-responsive for failure to meet the bidding procedures will not give rise to an administrative reconsideration. In the event the bid is declared non-responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder’s proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

6. UTILIZATION PLAN EVALUATION. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate, and adequately document the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to commit to the performance of the contract by the bidder.

The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

If the Department determines that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan of that determination in accordance with SBE Policy Memorandum 24-02.

7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE firms. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.
8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor’s approved Utilization Plan, unless the Contractor obtains the Department’s written consent to

terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.

- (a) **NOTICE OF DBE PERFORMANCE.** The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
- (b) **SUBCONTRACT.** If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (c) **PAYMENT TO DBE FIRMS.** The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
- (d) **FINAL PAYMENT.** After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (form SBE 2115) to the Engineer. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022

Revised: August 1, 2023

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of 1.5 ± 0.5 lb/sq yd (0.75 ± 0.25 kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat.”

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS half-width shall be applied at a width of 9 ± 1 in. (225 ± 25 mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated.”

Add the following after the eleventh paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS Half-Width Application Rate, lb/ft (kg/m) ^{1/}			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
$\frac{3}{4}$ (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
$1 \frac{1}{4}$ (32)	0.66 (0.98)	0.44 (0.66)	
$1 \frac{1}{2}$ (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
$1 \frac{3}{4}$ (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
$\geq 2 \frac{1}{4}$ (60)	0.98 (1.46)		

1/ The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained.”

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

“Aggregate for covering tack, LJS, or FLS will not be measured for payment.”

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

“Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH.”

80446

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

“1032.05 Performance Graded Asphalt Binder. These materials will be accepted according to the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.” The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

- (a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔT_c , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

- (b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.”

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

- (1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μ m)	95 \pm 5
No. 50 (300 μ m)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

- (3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *. [0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders		
Test	Asphalt Grade	
	SM PG 46-28	SM PG 46-34
	SM PG 52-28	SM PG 52-34
	SM PG 58-22	SM PG 58-28
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113) BBR, ΔT_c , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.	
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, $\Delta G^* _{peak}$, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %	

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

“(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % ^{1/ 2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % ^{1/ 2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent."

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

“669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSM DR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

“669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

80455

SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

“(d) Pavement Marking Tapes (Note 3) 1095.06”

Add the following Note to the end of Article 701.02 of the Standard Specifications:

“Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 703.02(c) of the Standard Specifications to read:

“(c) Pavement Marking Tapes (Note 1) 1095.06”

Add the following Note to the end of Article 703.02 of the Standard Specifications:

“Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 1095.06 of the Standard Specifications to read:

“1095.06 Pavement Marking Tapes. Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately 40 ± 10 percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

- (a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, R_L , shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, R_L , Dry					
Type I			Type IV		
Observation Angle	White	Yellow	Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial R_L	
Color	R_L 1.05/88.76
White	300
Yellow	200

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.

- (e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.

- (1) Time in place - 400 days
- (2) ADT per lane - 9,000 (28 percent trucks)
- (3) Axle hits - 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Type I	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) ^{1/} 20 (0.51) ^{2/}	65 (1.65) ^{1/} 20 (0.51) ^{2/}
Durability (cycles)	5,000	1,500	1,500

1/ Measured at the thickest point of the patterned surface.

2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

- (f) Sampling and Inspection.

- (1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

- (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

80457

SIGN PANELS AND APPURTENANCES (BDE)

Effective: January 1, 2025

Revise the third paragraph of Article 720.02 of the Standard Specifications to read:

“Steel support channels shall be according to ASTM A 653 (A 653M) (mild strip), Standard 720001, and galvanized according to AASHTO M 232, Class B 2 after forming.”

Revise the fifth paragraph of Article 720.02 of the Standard Specifications to read:

“The stainless steel banding for mounting signs or sign support channels to light or signal standards shall be according to ASTM A 240 (A 240M) Type 302 stainless steel.”

80462

SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

“The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt.”

80448

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.
The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment.”

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391

SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

In accordance with 49 CFR 26.11(c) all bidders for federally assisted contracts shall submit bidders list information with their bid or initial response to a procurement solicitation. Submission of the bidders list information is a material bidding requirement, and failure to comply with this requirement may render the bid non-responsive.

The bidders list information shall be provided for each firm from whom the bidder receives any bid as a subcontractor. This requirement is not limited to DBE subcontractor bids but applies to all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor. The bidders list information shall contain the following.

- (a) Firm name;
- (b) Firm address including ZIP code;
- (c) Firm's status as a DBE or non-DBE;
- (d) Race and gender information for the firm's majority owner;
- (e) NAICS code applicable to each scope of work the firm sought to perform in its bid;
- (f) Age of the firm; and
- (g) The annual gross receipts of the firm (this may be provided by indicating whether the firm's annual gross receipts are less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.).

The bidders list information shall be submitted with the bid using the link provided within the "Integrated Contractor Exchange (iCX)" application of the Department's "EBids System".

80463

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee’s social security number). The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>.

When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

80437

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting its performance under this Training Special Provision.

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

20338

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

80439

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

The following applies to all Disadvantaged Business Enterprise (DBE) trucks on the project, whether they are utilized for DBE goal credit or not.

The Contractor shall notify the Engineer at least three days prior to DBE trucking activity.

The Contractor shall submit a weekly report of DBE trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

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

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

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

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

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

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

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as sign supports, speed feedback displays, arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

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

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

80427

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY
SYSTEM OR APPALACHIAN LOCAL ACCESS**

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.