

# 106

**Letting November 8, 2024**

## **Notice to Bidders, Specifications and Proposal**



**Contract No. 61K54  
COOK County  
Section 17-00034-05-BT  
Route DES PLAINES RIVER TRAIL  
Project 0REL-643 ()  
District 1 Construction Funds**

Prepared by	
Checked by	F

(Printed by authority of the State of Illinois)



- 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. November 8, 2024 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. 61K54  
COOK County  
Section 17-00034-05-BT  
Project OREL-643 ()  
Route DES PLAINES RIVER TRAIL  
District 1 Construction Funds**

**Construction of a shared-use path from the north side of Irvign Park Road to Lawrence Avenue in the City of Chicago and Schiller Park.**

- 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

**CONTRACT 61K54**

**INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2024

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 1-1-24)

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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	114	<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
80449	117	<input checked="" type="checkbox"/> Cement, Type II	Aug. 1, 2023	
80384	118	<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		<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80453		<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
80261	122	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434		<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	125	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
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
80443		<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
80456	135	<input checked="" type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	
80446		<input 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
80045		<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450		<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	136	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan 1, 2023	
80451	141	<input checked="" type="checkbox"/> Portland Cement Concrete	Aug. 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	142	<input checked="" type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
80445	144	<input checked="" type="checkbox"/> Seeding	Nov. 1, 2022	
80457		<input type="checkbox"/> Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
80448	150	<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, 2014	Jan. 1, 2022
80397	151	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	152	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	154	<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
80410		<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
20338	155	<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	158	<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	159	<input checked="" type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80454		<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
80427	160	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	162	<input checked="" type="checkbox"/> Working Days	Jan. 1, 2002	

**STATE OF ILLINOIS**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the specifications listed in the table below which apply to and govern the proposed improvement designated as Section 17-00034-05-BT, Contract Number 61K54 and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

<b>SPECIFICATION</b>	<b>ADOPTED/DATED</b>
<b>Standard Specifications for Road and Bridge Construction</b>	January 1, 2022
<b>Manual on Uniform Traffic Control Devices for Streets and Highways</b>	2009 Edition with Revisions 1 and 2
<b>Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (ILMUTCD)</b>	Current Edition
<b>Supplemental Specifications and Recurring Special Provisions</b> (indicated on the Check Sheet included herein)	January 1, 2024
<b>Manual of Test Procedure of Materials</b>	Current
<b>Standard Specifications for Water &amp; Sewer Main Construction in Illinois</b>	8 <sup>th</sup> Edition, 2020

**LOCATION OF IMPROVEMENT**

Segment 4 of the Des Plaines River Trail is located in the City of Chicago and the Village of Schiller Park, Cook County. The improvement on the Des Plaines River Trail begins on the north side of Irving Park Road and ends just south of Lawrence Avenue. The total gross and net length is 5,749 feet (1.09 miles).

**DESCRIPTION OF IMPROVEMENT**

The work consists of the construction of an aggregate shared-use path, precast concrete boardwalk, portland cement concrete sidewalk, earth excavation, portland cement concrete curb, seeding, sodding, topsoil, landscaping, as well as all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

**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 (IDOT PSI)
- Preliminary Environmental Site Assessment (IDOT PESA)
- Preliminary Site Investigation (PSI) – Local
- Preliminary Environmental Site Assessment (PESA) – Local
- Soils/Geotechnical Report
- Boring Logs
- Pavement Cores
- Location Drainage Study (LDS)
- Hydraulic Report
- Noise Analysis
- Other:     Local PIP Evaluation Report/LPC 663 Testing  
                  FPDCC Tree Protection and Preservation Manual  
                  FPDCC Tree Mitigation Plan

Those seeking these reports should request access from:

Mark B. Thomas, PE  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018  
(847) 823-0500  
mthomas@cbbel.com

## **CONSTRUCTION STAGING THROUGH THE FOREST PRESERVE**

The Contractor shall Stage construction of the path through the Forest Preserve as defined in the EROSION CONTROL STAGING DETAIL sheet in the plans. Perimeter erosion barrier will be installed per plan and vehicles, equipment, or materials shall not be allowed outside of the work zone defined by the perimeter erosion barrier. The Contractor shall inform all crews daily of this requirement.

In Stage 3, the perimeter erosion barrier can be removed after temporary seeding and temporary erosion control blanket has been installed.

The final topsoil will be placed in Stage 4 using the aggregate base course placed in Stage 2 as a working platform. The final aggregate surface will be constructed after the final topsoil has been placed. Vehicles, equipment, or materials shall not be allowed beyond the final limits of construction. Should the Contractor violate this requirement as determined by the Forest Preserve District of Cook County (FPDCC) with evidence of vehicles, equipment, or materials having been outside of the final construction limits, the Contractor shall be liable for an immediate monetary deduction per art 105.03a with a base value of \$1,000, which will be valued at one calendar day of "Intrusion into Protected Resource" multiplied by a Gravity Adjustment Factor.

Areas that could be used by the Contractor as turnaround locations must be approved by the FPDCC representative before any disturbance beyond the proposed perimeter erosion barrier can commence. If the Contractor desires to utilize these areas, the ground beyond the limits of the proposed perimeter erosion barrier will be protected by geotextile fabric covered by 4" of mulch and a timber mat cabled together. The turnaround area will be surrounded by perimeter erosion barrier, and high visibility temporary fence. Once work is completed, all items identified here will be removed and the area will be seeded. This work will not be paid for separately but will be included in the cost of the adjacent path pay items.

## **CITY OF CHICAGO PERMITS AND LICENSES**

Coordination with City of Chicago Departments will be necessary for permits and licenses and as stated below.

### **OBTAINING PERMITS AND ASSOCIATED FEES**

#### **A. Contractor Obtains Permits**

The Contractor must obtain all permits wherever the Work under this Contract requires them, including from the City of Chicago or other public authorities. You must furnish triplicate copies of the permits to the City of Chicago before the Work covered by them is started. **NO WORK IS ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.**

#### **B. Contractor Pays Permit Fees**

The special use of, or removal, alteration or replacement of certain City-owned facilities and appurtenances such as traffic signals signs, lighting, parking meters, trees, sewers, hydrants, bridges and viaducts which are required for the Contractor to perform the Work are subject to all applicable Municipal Ordinances. It is the Contractor's responsibility to obtain all the necessary permits and pay the associated fees. Cost associated with these permits are included in the cost of the work being performed. The Contractor must furnish copies of the permits to the City of Chicago before the Work covered is started. Information with regard to the above may be obtained by contacting the appropriate City of Chicago Departments.

### **COORDINATION WITH OTHER CITY OF CHICAGO DEPARTMENTS**

#### **A. Water System Work and Usage (if necessary)**

If water from a City hydrant is necessary for the execution of the Work, you must obtain a hydrant permit from the City's Department of Water Management. You must obtain a permit from that department also for any construction, repair or adjustment of any water main, branch or service connection. Requests for permits must be made at the Department of Water Management, City Hall, 121 North LaSalle Street, Room 906, Chicago, Illinois 60602; 312/744-7060.

#### **B. Sewer System Work (if necessary)**

A licensed drainlayer must obtain a Chicago Sewer Permit for the drainage work on the project. A licensed drainlayer is person possessing a current sewer and drain license issued by the Department of Water Management. Requests for permits must be made at the Department of Water Management (Sewers and Drains), 333 S. State Street, Room 410, Chicago, IL 60604-3971; 312/747-8117.

Project plans must be submitted to the Department of Water Management (Sewers and Drains) sufficiently in advance for examination and review. Plans meeting the department's requirements must be submitted with the application for permit at least four days before the issuance of permit. When applying for a permit, you must submit three sets of plans that show all new underground sewer Work inside and around the project with a clear site or location plan together with the estimate of quantities for sewer sizes and sewer structures to be installed.

A copy of the permit must be on the Work site before the start of construction. Failure to obtain a permit before the start of construction will result in a penalty and could result in the

revocation of the drainlayer's license.

You must arrange for sewer inspections at least 48 hours before the start of Work. Inspections may be requested by calling (312)744-7501 for Plumbing Inspections and (312) 747-7892 for Mason Inspections.

**C. Office of Underground Utility Coordination**

The project must be submitted by the Contractor to the Office of Underground Coordination (OUC) and Deep Excavation to acquire a permit. Project plans must be submitted to the Office of Underground Coordination sufficiently in advance for examination and review. It is the Contractor's responsibility to obtain the necessary permits from OUC and pay the associated fees.

**KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)**

Effective: January 22, 2003

Revised: August 10, 2017

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Engineer seventy-two (72) hours in advance of all long-term (24 hrs. or longer) lane closures.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from **6:00 AM to 8:30 AM and 4:30 PM to 6:00 PM**.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = **\$1,000**

Two lanes blocked = **\$2,500**

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

**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.”

**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: 701101-05, 701426-09, 701427-05, 701606-10, 701701-10, 701801-06, 701901-09

DETAILS:  
NONE

SPECIAL PROVISIONS:  
KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)  
PUBLIC CONVENIENCE AND SAFETY (D1)  
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)  
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

**TRAFFIC CONTROL AND PROTECTION (SPECIAL)**

Traffic control shall be as specified in these detailed specifications for traffic control and protection, as shown and described in the plans, per applicable IDOT standards and details, per the MUTCD, and as directed 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 in accordance with the plans. The cost of this work shall be included in the cost of TRAFFIC CONTROL AND PROTECTION (SPECIAL).

At the Pre-Construction Meeting, the Contractor shall furnish the name, and a 24-hour phone number of the individual in his direct employ, who is responsible for the installation and maintenance of the traffic control for the project. In accordance with Art 108.01, if a Subcontractor is to provide this aspect of the work, consent of the Engineer is required. This shall not relieve the Contractor of the foregoing requirement for an individual in his direct employ to superintend the implementation and maintenance of the traffic control.

The Contractor shall furnish, install, maintain, relocate, and remove all traffic cones, signs, barricades, warning lights and other devices that are to be used for the purpose of controlling traffic. The Contractor shall furnish certified flaggers upon request of the Engineer or when required for safe operations. The Contractor is responsible to ensure that all barricades, warning signs, lights and other devices installed for traffic control are in place and operating 24 hours Each calendar day this Contract is in effect. As a minimum, all areas of work shall be protected each night by Type II barricades at maximum 50-foot centers equipped with working flashing lights. Type III barricades shall be placed at all project limits.

Method of Measurement. Measurement will be pro-rated. The Engineer shall evaluate the amount of current contract pay items completed and approved for payment and divide them by the total current approved contract amount. This percentage of the contract LUMP SUM price for Traffic Control and Protection shall be eligible for payment.

Basis of Payment. This work will be paid for at the contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) which shall include all work as herein specified.

**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.

No conflicts to be resolved.

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

<b>Agency/Company Responsible to Resolve Conflict</b>	<b>Name of contact</b>	<b>Phone</b>	<b>E-mail address</b>
AT&T	Jamel McGinnis		<a href="mailto:g11629@att.com">g11629@att.com</a>
ComEd	Lisa Argast	630-576-7094	Lisa.argast@exeloncorp.com
MWRD	Joseph Schuessler	312-751-3236	Joseph.Schuessler@mwrdd.org
Nicor	Chip Parrott	630-388-3319	gasmaps@southernco.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.

LOCATION	TYPE	DESCRIPTION	OWNER
446+10 to 446+20	Combined Sewer	The contractor is alerted that there is a 72" diameter combined sewer crossing the path. Contractor to work with MWRD to locate all MWRD facilities prior to proceeding with construction activities and shall be responsible for protecting MWRD facilities from all construction operations, vibrations, and heavy equipment.	MWRD
10+25 to 11+00	Manholes	The contractor is alerted that there are several manholes adjacent to the path. Contractor to work with MWRD to locate all MWRD facilities prior to proceeding with construction activities and shall be responsible for protecting MWRD facilities from all construction operations, vibrations, and heavy equipment.	MWRD

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	Phone	E-mail address
AT&T	Jamel McGinnis		<a href="mailto:g11629@att.com">g11629@att.com</a>
ComEd	Lisa Argast	630-576-7094	<a href="mailto:Lisa.argast@exeloncorp.com">Lisa.argast@exeloncorp.com</a>
MWRD	Paul Sobanski	708-588-4080	
Nicor	Chip Parrott	630-388-3319	<a href="mailto:gasmaps@southernco.com">gasmaps@southernco.com</a>

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.

**TOPSOIL FURNISH AND PLACE, SPECIAL**

**Description.** This work shall consist of furnishing and placing engineered topsoil. The engineered topsoil shall consist of 40% sand, 30% topsoil and 30% compost. The topsoil and compost component of the soil shall be in accordance with Section 1081.05 of the Standard Specifications. The sand component shall be clean sand complying with Section 1003 of the Standard Specifications meeting FA-1 gradation. The sand, compost and topsoil must be thoroughly blended prior to placement.

**General.** This work shall be completed in accordance with Section 211 of the Standard Specifications.

**Basis of Payment.** This work shall be paid for at the contract unit price per cubic yard for TOPSOIL FURNISH AND PLACE, SPECIAL.

## **STORM SEWER, DUCTILE IRON**

**Description.** This work consists of constructing ductile iron storm sewer.

**General.** The installation requirements shall be according to the latest edition of the Standard Specifications for Water and Sewer Main Construction in Illinois, and the applicable portions of Section 550 of the Standard Specifications.

**Materials.** The ductile iron pipe shall meet the requirements of ANSI A 21.51 (AWWA C151). The class or thickness design shall be according to ANSI A 21.50 (AWWA C150). The ductile iron pipe shall be seal coated and/or cement lined according to ANSI A 21.4 (AWWA C104). The ductile iron pipe shall have mechanical or rubber (slip seal or push on) joints.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for STORM SEWERS, DUCTILE IRON, of the diameter shown in the plans.

**REMOVE EXISTING FLARED END SECTION**

**Description.** This work shall consist of removing and disposing of flared end sections. Flared end sections shall be disposed according to Article 202.03 of the Standard Specifications.

**Method of Measurement.** This work shall be measured per each end section.

**Basis of Payment.** This work shall be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION.

**ABANDON EXISTING CULVERT**

**Description.** This work shall consist of the abandonment and plugging of existing culverts at the locations specified in the plans or as directed by the Engineer.

**General.** The openings of culvert to be abandoned shall be plugged at both ends with at least 2 feet of Class SI concrete conforming to Section 1020 of the Standard Specifications or non-shrink mortar.

**Method of Measurement.** This work shall be measured per each culvert.

**Basis of Payment.** This work shall be paid for at the contract unit price per each for ABANDON EXISTING CULVERT.

**AGGREGATE SURFACE COURSE, TYPE B 3" (SPECIAL)**

**General:** This work shall consist of all materials, tools, equipment, and labor necessary to provide a trail surface, suitable for multiple uses. This work shall consist of surfacing new trails or refurbishing the surfaces of existing trails that may be damaged during the course of construction, by furnishing, placing, shaping, and compacting limestone screenings, conforming to the applicable Articles of Section 402 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Exceptions are that the additions of moisture at the point of production of the aggregate surface may be required to obtain maximum density of the aggregate surface. This shall be at the direction of the Owner's Project Representative. The Limestone Trail Screenings shall be compacted as required by the Owner's Project Representative. No extra payment shall be due the Contractor for complying with the aforementioned requirements.

**Materials:** The crushed limestone screenings shall conform to IDOT gradation FA-21 and meet requirements of section 1003 of the Standard Specifications.

**Construction Requirements:** Before the aggregate surface is placed on the trail, any ruts, caked earth, or other undesirable surface matter will be removed with the blade of a motor grader. Before the aggregate surface is deposited on the prepared trail, it shall contain sufficient moisture to provide satisfactory compaction. The aggregate surface shall be placed with a spreading and finishing machine meeting the requirements of Section 1102.03. The aggregate surface shall be compacted with a roller to the specified thickness, to the satisfaction of the Owner's Project Representative. If the moisture content of the material is not such as to permit satisfactory compaction, water shall be added in such a quantity so that satisfactory compaction can be obtained. If any subgrade material is worked into the surface aggregate during the finishing operation, all granular material within the affected areas shall be removed and replaced with new aggregate. The limestone screenings shall be placed to the depth and design grade shown on the Plans and sloped at a cross slope meeting ADA requirements and providing positive drainage.

**Method of Measurement and Payment:** This work shall be measured for payment in square yards and paid for at the contract unit price per SQUARE YARDS for AGGREGATE SURFACE COURSE, TYPE B 3" (SPECIAL), for material satisfactorily installed and accepted, which price shall include trail preparation and furnishing, placing, shaping and compacting the aggregate surface. Water required to be added for compaction will not be measured for payment but shall be considered included in the cost of the item of work being constructed. In the case that additional repair is needed for the trail base, AGGREGATE BASE COURSE, TYPE B shall be paid for separately.

**REMOVE AND REINSTALL PARKING BLOCKS**

**Description.** This work shall include all materials, equipment, and labor necessary to remove, temporarily relocate, and reinstall precast concrete parking blocks. Any blocks that are damaged by the contractor as part of the temporary relocation shall be replaced with new parking blocks at no cost to the owner. The reinstalled location of the parking blocks shall be approved by the Engineer.

Each parking block shall be held in place with a minimum of two (2) No. 6 reinforcing bars driven through holes in the block a minimum of 24 in. below the top of pavement. The drilling of the holes and the furnishing and installing of the reinforcing bars shall be considered incidental to this work.

**Method of Measurement.** This work shall be measured per each parking block.

**Basis of Payment.** This work shall be paid for at the contract unit price per each for REMOVE AND REINSTALL PARKING BLOCKS.

**RUSTIC RAIL FENCE**

**Description.** Rustic Rail Fence shall consist of two parallel timber rails supported on wooden posts installed where shown on the plans or as directed by the Engineer.

**Materials.** All materials used in the work shall conform to the requirements for the class of material named. The Engineer reserves the right of approval of the manufacturer and type of wood post and rail fence through shop drawing submittals in accordance with 105.04 of the Standard Specifications.

Specific reference is made to the following:

Lumber and Timber-----Section 507  
Wood Preservatives-----Subsection 1007  
Miscellaneous Metals-----Subsection 1006

Sawed Posts shall be from one of the following species:

- Pacific Coast Douglas Fir
- Western Larch
- Eastern Hemlock
- Red (Norway) Pine
- White Pine
- Jack Pine
- Southern Yellow Pine
- Oak
- Ponderosa Pine

The fence shall conform to the dimensions shown on the plans. Posts shall be installed into the ground by direct burial. The fence shall consist of two rails, each 10' long, connected to the posts by means of galvanized deck screws. The dimensions are subject to the tolerances as approved by the Engineer. The posts need not be surfaced. All posts shall have a minimum stress grade rating of 1200fb.

Rails furnished for timber split rail fence shall be sawed rails and shall be from one of the following species:

- Pacific Coast Douglas Fir
- Southern Yellow Pine
- Western Larch
- Red (Norway) Pine
- White Pine
- Oak

Sawed rails shall be furnished treated unless otherwise required on the plans. Sawed rails shall be furnished unsurfaced on all four sides.

Preservative treatment shall be in accordance with Article 1007.12 for fence posts and woodguardrail lumber.

All screws, bolts, nuts, and miscellaneous hardware furnished for the work shall be in accordance with the design and dimensions shown on the plans. Bolts shall be threaded sufficiently to permit secure fastening and shall be supplied with the necessary washers.

Unless otherwise specified, all bolts, nuts, washers, gutter spikes, and other hardware shall be furnished galvanized.

**Construction Requirements.** All work shall be constructed in accordance with the approved shop drawing details. Holes for posts shall be dug at the required location and depth, and the bottom of the holes shall be compacted to provide a stable foundation. A tolerance of plus or minus three inches will be permitted in depth of post holes provided the length of the post is adequate to obtain the required elevation of the finished top. The posts shall be set plumb and with the front faces in a straight line or to conform to such curves as shown on the plans or as directed by the Engineer. The bridge end of the fence shall be placed at each end of the bridge to provide a transition between the fence and the bridge. The first section of fence shall then taper back to a minimum 2' clear offset from the edge of the path. The placed posts shall be backfilled with approved material placed in layers and compacted in such a manner as to avoid disturbing the position or alignment of the post.

After the post has been set, the finished elevation of the top and bottom rails shall be determined and the post cut off and trimmed as shown on the plans. The cut surfaces of treated posts shall be treated with two brush applications of the same type of preservative used in the original treatment. Holes shall be bored in the set posts to support the rails at the required elevation and grade. The rails shall be bolted to the posts, or fastened with gutter spikes, with round headed bolts, with the head at the rail face. The threaded ends of all bolts shall be burred. Where the bolt extends one inch or more through the nut, it shall be cut off at ½ inch from the nut before burring.

**Method of Measurement.** Rustic rail fence shall be measured between new posts and shall be measured per foot.

**Basis of Payment.** This work shall be paid for at the contract unit price per foot for RUSTIC RAIL FENCE.

## **SAFETY FENCE**

Description. This work shall consist of constructing a SAFETY FENCE in accordance with applicable portions of Sections 507 and 641, as detailed in the plans, as directed by the Engineer, and as specified herein.

Materials. The posts and rails shall comply with the requirements of Section 1007 for No. 1 Dense SR 1550 F for southern pine or No. 1 Dense 1400 F for Douglas fir. All lumber shall be sound and free from excessive splitting or deterioration. Dimensions shown on the plans are surfaced (S4S) lumber. All wood shall be pressure treated in accordance with Section 1007.12

Hardware shall include all necessary fasteners and appurtenances for construction of the fence and shall be according to Article 1006.17.

Construction Requirements. Wood fence construction shall conform to the applicable portions of Sections 507 and 641. The backfill for the posts shall be CA 6, CA 10, or CA 12 aggregate according to Article 1004.01. Backfill shall be thoroughly compacted, meeting the approval of the Engineer.

Method of Measurement. The safety fence will be measured for payment along the top of the fence from center to center of end posts.

Basis of Payment. This work will be measured and paid for at the contract unit price per linear foot for SAFETY FENCE, which price shall be payment in full for all material, labor and any other items required to complete the work.

## **BICYCLE RACKS**

**Description.** This item consists of furnishing and installing a 3-bike wave bicycle rack.

**General.** The bike rack shall be made to hold 3 bikes and shall have a minimum 10" open space between hoops. The height of the rack shall be 36" The rack frame shall be fabricated from 2-3/8" O.D. 10 gauge galvanized pipe. The rack shall be powder coated black in color. The rack shall be bolted to the concrete pad with concrete expansion anchor bolts as directed by the manufacturer. Surfacing mount plates shall be a minimum of 6" in diameter and fabricated from 1/4" thick steel. Catalog cuts of the bicycle rack shall be provided to the Forest Preserve for approval prior to ordering materials.

**Basis of Payment.** This work will be paid for at the contract unit price per each for BICYCLE RACKS.

## **PARK BENCHES**

**Description.** This item consists of furnishing and installing a 72" long black steel frame bench with recycled slats.

**General.** The bench shall be 72" wide with arms. The bench shall be bolted to the concrete pad with concrete expansion anchor bolts as directed by the manufacturer. Surfacing mount plates shall be a minimum of 9" long and 3.5" wide and fabricated from 1/4" thick steel. The bench frame and mounting plates shall be fabricated from steel and shall be powder coated black in color. The slats shall be recycled plastic lumber cedar in color. Catalog cuts of the park benches shall be provided to the Forest Preserve for approval prior to ordering materials. The bench must comply with applicable PROWAG or Illinois Accessibility Code requirements.

**Basis of Payment.** This work will be paid for at the contract unit price per each for PARK BENCHES.

**SUBBASE GRANULAR MATERIAL, TYPE B 6”**

**Description.** This work shall consist of constructing a subbase granular material.

**Materials.** Material shall satisfy the requirements of Section 1004 of the Standard Specifications. Gradation number CA 1 shall be used.

**Finishing and Maintenance of Subbase Granular Material.** The subbase granular material shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The subbase aggregate material shall be maintained in a smooth and compacted condition.

**Method of Measurement.** This work will be measured for payment according to Article 311.08.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for SUBBASE GRANULAR MATERIAL, TYPE B 6”.

Add the following to Section 1004 of the Standard Specifications:

**1004.07 Coarse Aggregate for Subbase Granular Material, Type B 6”.** 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.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.

**SUBBASE GRANULAR MATERIAL, TYPE B**

**Description.** This work shall consist of constructing a subbase granular material.

**Materials.** Material shall satisfy the requirements of Section 1004 of the Standard Specifications. Gradation number CA 1 shall be used.

**Finishing and Maintenance of Subbase Granular Material.** The subbase granular material shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The subbase aggregate material shall be maintained in a smooth and compacted condition. Each lift of material shall not exceed 8" thick when placed in loose condition.

**Method of Measurement.** This work will be measured for payment according to Article 311.08.

**Basis of Payment.** This work will be paid for at the contract unit price per cubic yard for SUBBASE GRANULAR MATERIAL, TYPE B.

Add the following to Section 1004 of the Standard Specifications:

**1004.07 Coarse Aggregate for Subbase Granular Material, Type B".** 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.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.

## **TIMBER RETAINING WALL**

**Description.** Timber retaining wall shall consist of pressure treated 6x6 lumber to be placed on existing sloped ground to hold back riprap where shown on the plans or as directed by the Engineer.

**Construction Requirements.** The top of the wall shall be located a minimum distance of 3 feet from the edge of the proposed trail. No excavation is permitted at the location of the wall. The 6x6 lumber is to be placed on the existing grade. Aggregate can be placed as needed to be able to achieve a level surface on the bottom lumber, with filter fabric placed below the aggregate. The ties will need to be cut as needed so that no void greater than 2 inches is present between the wood and the existing ground. However, the minimum length of any 6x6 shall be 3 feet. Subsequent 6x6's shall be placed on top of the previously laid wood and shall extend beyond the wood as needed so that no void greater than 2 inches is present under the wood. Each piece of wood shall be offset from the wood below by 1 inch. Steel nails shall be placed 4 inches into the wood below the current lumber being placed. Nails shall be placed at 2 feet on center with a minimum of 2 nails in each piece of wood. Subsequent 6x6's shall continue to be placed until the top piece of wood is approximately 4 to 6 inches below the top of the proposed trail. Once all 6x6's have been placed, 1 inch diameter steel rods shall be placed at 2 feet on center across the full length of the wall. The steel rods shall be driven a minimum of 5 feet into the existing ground with the top of the rod being flush with the top of the wall.

Once the wall has been completed, riprap shall be carefully placed behind the wall to avoid any damage to the wall.

All nails and rods shall be furnished galvanized.

**Method of Measurement.** Timber retaining wall shall be measured in square feet and shall be measured based on the area of 6x6 lumber on the outside of the wall.

**Basis of Payment.** This work shall be paid for at the contract unit price per square foot for TIMBER RETAINING WALL. The FILTER FABRIC AND STONE RIPRAP used in the construction of the wall will be paid for separately.

**TREE ROOT PRESERVATION**

**Description.** This work shall consist of performing supersonic air excavation, examination and selective pruning of root structure, furnishing and placing CA-7, furnishing and placing root aeration matting, and furnishing and placing turf nails.

Work shall be performed by a qualified contractor who has three (3) years of experience performing supersonic air excavation and installing root aeration matting.

All Engineered Barrier work must be done under the direction of a certified arborist with three (3) years of experience with tree root protection projects.

**Materials. CA-7** A sample with an indicated source must be supplied to the Engineer for approval prior to its installation. This material shall conform to the standards established in Article 1004.01 of the Standard Specifications, except that the word “limestone” shall be deleted from the first sentence of the (4) Crushed Stone paragraph of Article 1004.01. The use of limestone based coarse aggregates will not be allowed.

**Root Aeration Matting (Geocomposite 70-2)**

Shall meet the following American Society for Testing and Materials (ASTM) referenced standards;

PROPERTY	TEST METHODS	UNITS	VALUE	QUALIFIER	TEST FREQUENCY
<b>Resin</b>					
•Density	ASTM D 1505	g/cm <sup>3</sup>	0.94	MAV	lot
•Melt Flow Index	ASTM D 1238	g/10min	1.0	MAX	lot
<b>Geonet Core</b>					
•Thickness	ASTM D 5199	mil	200	±10%	50,000 sf
•Carbon Black	ASTM D 4218	%	2-3	range	50,000 sf
•Tensile Strength - MD	ASTM D 4595	Lb/ft (kN/m)	40	±10%	50,000 sf
<b>Geotextile</b>					
•U.V. Resistance (500 hrs)	ASTM D 4335	%	70		Per formula
•Serviceability Class	AASHTO M-288		Class 2		
•Grab Tensile	ASTM D 4632	lbs (N)	160 (712)	MARV	100,000 sf
•Grab Elongation	ASTM D 4632	%	50	MARV	100,000 sf
•Tear Strength	ASTM D 4533	lbs (N)	60 (267)	MARV	100,000 sf
•Puncture Resistance	ASTM D 4833	lbs (N)	90 (400)	MARV	100,000 sf
•AOS	ASTM D 4751	US Sieve (mm)	70 (0.212)	Max ARV	500,000 sf
•Permittivity	ASTM D 4491	Sec	1.1	MARV	500,000 sf
<b>Geocomposite</b>					
•Peel Adhesion - MD	ASTM D7005	lb/in (g/in)	1	MAV	100,000 sf

**Hydraulic Behavior of Geocomposite**

Gradient Load	ASTM D 4716	m <sup>2</sup> /sec	10,000 psf	MAV	200,000 sf
0.1			2*10		

## **Execution.**

**Supersonic Air Tool (SSAT) Excavation:** Shall be performed under the supervision of a certified arborist. The arborist shall inspect the exposed roots and determine and direct which roots should be pruned.

Roots must not be exposed for longer than 6 hours. Contractor is responsible for preventing roots from desiccating.

**Placing CA-7 below Root Aeration Mat:** Hand place CA-7 between exposed roots. Fill in all voids and hand tamp.

**Installation of Geocomposite (Root Aeration Matting):** Install root aeration matting as indicated on the details. Extend root aeration matting beyond edges of paved areas and aggregate shoulders to allow for venting.

### **1. Material Placement**

- A. The geocomposite roll should be installed in the direction of the slope and in the intended direction of path unless otherwise specified by the ENGINEER.
- B. In the presence of wind, the geocomposite shall be weighted down with sandbags or the equivalent. Such sandbags shall be used during placement and remain until replaced with cover material.
- C. When applying fill material, no equipment can drive directly across the geocomposite.
- D. The specified fill material shall be placed and spread utilizing vehicles with a low ground pressure.
- E. The cover material shall be placed in the geocomposite in a manner that prevents damage to the geocomposite. Placement of the cover material shall proceed immediately following the placement and inspection of the geocomposite.

### **1. Seams and Placement**

- A. Each component of the geocomposite will be secured or seamed to the like
- B. component at overlaps.
- C. Geonet Components
  - i. Adjacent edges of the geonet along the length of the geocomposite roll shall be placed with the edges of each geonet butted against each other.
  - ii. The overlaps shall be joined by tying the geonet structure with cable ties.
  - iii. These ties shall be spaced every 5 feet along the roll length.
  - iv. Adjoining geocomposite rolls (end to end) across the roll width should be shingled down in the direction of the slope, with the geonet portion of the top overlapping the geonet portion of the bottom geocomposite a minimum of 12 inches across the roll width.

- v. The geonet core portion should be tied every 6 inches or as specified by the ENGINEER.
- vi. Anchor the geocomposite in place using 12-inch turf nails with 1-1/2" washers placed on 3' centers, staggered.

#### 1. Repair

- A. Prior to covering the deployed geocomposite, each roll shall be inspected for damage resulting from construction.
- B. Any rips, tears, or damaged areas on the deployed geocomposite shall be removed and patched. The patch shall be secured to the original geonet by tying every 6 inches with the approved tying devices. If the area to be repaired is more than 50 percent of the width of the panel, the damaged area shall be cut out and the two portions of the geonet shall be cut out and the two portions of the geonet shall be joined.

**Clearing Area and Disposal of Surplus Material.** Upon completion of the work, all areas shall be cleared of equipment, debris, and excess material. Surplus or waste material resulting from construction operations shall be disposed of according to Article 202.03 of the Standard Specifications.

**Measurement and Payment.** This work shall be paid for at the contract price per square yard for TREE ROOT PRESERVATION.

## **TREE ROOT PRUNING (SPECIAL)**

This work shall consist of pruning the tree roots in accordance with Section 201 of the Standard Specifications, with the following modifications:

**Description.** If construction is to occur within the tree protection zone as defined by the FPDCC Tree Protection and Preservation Manual (TPMM), root pruning will be required. All pruning shall be performed by a professional arborist.

**Schedule and Layout.** When possible, root pruning shall occur in the dormant season. Pruning of Oaks in the growing season is prohibited. Any pruning during the growing season shall require the cut surfaces to be painted with latex paint to prevent the spread of disease. Trees that are indicated for root pruning shall be irrigated prior to, during, and after root pruning. The Contractor shall layout the locations of Root Pruning and receive Forest Preserve approval prior to beginning any root pruning operations. The cost of laying out the root pruning locations shall be included in the cost of Tree Root Pruning (Special).

**Inspection.** The site shall be inspected for visible aboveground hazards prior to beginning any root management procedure. The location of utilities and other obstructions both below and above ground shall be considered prior to root management operations. Utilities and other obstructions include but are not limited to: gas; electric; communications; sewer; drainage; and, irrigation. Conditions identified that would affect the operation, or are outside of, the scope of work should be reported to the project engineer.

**Practices.** Root pruning using an approved mechanical root pruning saw or air excavator with a handsaw or chainsaw shall be performed prior to digging where noted on the plans or directed by the Engineer. Whenever roots of plant material to remain are exposed during construction, the damaged root ends are to be removed by cutting them off cleanly with a handsaw, reciprocating saw or chainsaw. Pruning shall be done in the presence of the Engineer.

Roots should be cut with equipment that minimizes cracking the wood and tearing the bark. Root pruning tools shall be selected to meet the objective while minimizing damage to the plant. Wounds to the tree should not be covered, except to manage desiccation or pests. Cuts should result in a smooth surface whenever possible. When treating injured roots, only loose or damaged tissue should be removed.

Heavy equipment should be located outside the root cut line or remain on existing pavement or on a soil-protecting surface.

Temporary staging areas for excavated soil should be located at a safe distance on the side of the trench furthest from the trunk.

**Process.** Within the tree protection zone remove any sod, coarse woody debris or fresh mulch away from the root collar area. Select tools to avoid root and trunk damage. Repeat until trunk and flare are clear, out to the root collar, where buttress roots divide. Use smaller hand tools, vacuum, or compressed water or air, to complete the excavation for the area that is to be root pruned.

For root cuts on only one side of a tree, the root cut distance shall be no less three times the diameter at breast height.

Roots should be exposed using minimally damaging excavation method prior to pruning. The final cut should result in a flat surface with adjacent bark firmly attached.

Exposed fine roots (2mm or less) that due to the construction activities will remain exposed for periods longer than 24 hours shall be covered with burlap and repeatedly sprayed with water until the landscape restoration occurs.

When the construction process permits and within 24 hours that root pruning operation occurs backfill the root pruning trench with material excavated from the trench or loose screened topsoil and top with 3-4" shredded hardwood bark mulch.

Pruning shall be done in the presence of the Engineer and in such a manner as to preserve the natural growth habit of each plant.

Fertilizing and watering after root pruning shall be as follows.

- (1) Fertilizer Nutrients. Fertilizer nutrients shall be applied within 48 hours after root damage occurs. A three (3) month slow-release fertilizer with a 1:1:1 ratio shall be applied at the rate of 5 lb (2 kg) of nutrients per 1000 sq ft (90 sq m).

Application shall be accomplished by placing dry fertilizer in holes in the soil. The holes shall be 8 to 12 in. (200 to 300 mm) deep and spaced 2 ft (600 mm) apart in an area beginning 30 in. (750 mm) from the base of the plant. Holes shall be punched with a punch bar, dug with a spade, drilled with an auger, or any other method approved by the Engineer. Approximately 0.02 lb (10 g) of fertilizer nutrients shall be placed in each hole [250 holes/1000 sq ft (250 holes/90 sq m)].

If the Engineer determines that the hole method of fertilizer placement is not practical or desirable, an approved method of uniform surface application will be allowed.

- (2) Supplemental Watering. If there has been less than 0.5" of total rainfall within the two weeks prior to root pruning, supplemental water shall be applied within 48 hours of any root damage. The water shall be applied at the rate of 2 gal/sq yd (9 L/sq m) of surface area within the root zone of plant material having sustained damage to the root zone. Subsequent weekly waterings shall be applied if deemed necessary by the Engineer.

The area within the tree protection zone shall be covered with a 2" layer of shredded hardwood bark mulch. This material will remain in place until landscape restoration occurs.

**Measurement and Payment.** This work will be paid for at the contract unit price per lineal foot for TREE ROOT PRUNING (SPECIAL) which price shall be payment in full for all labor, material, and equipment necessary for the supply, and installation of the planting soil and all incidental work and materials herein specified.

### **TREE REMOVAL AND PRUNING**

All tree pruning and tree removal of trees 3” or greater in diameter at breast height shall take place prior to April 1<sup>st</sup>. No tree removal or pruning may take place between April 1<sup>st</sup> and September 30<sup>th</sup>. Time is of the essence to the contract. The Contactor shall mobilize his forces to complete the tree clearing prior to the deadline. Failure to remove the trees prior to the deadline resulting in delays to the project will subject the Contractor to the provisions of Section 108.09 of the Standard Specifications, including liquidated damages.

### **UNAUTHORIZED TREE REMOVAL**

The Contractor shall only remove trees approved by the representative from the Forest Preserve District of Cook County (FPDCC).

Should the Contractor remove or damage any tree without the prior approval of FPDCC, the Contractor shall be liable to the FPDCC as defined in the FPDCC Tree Mitigation Plan, not as a penalty but as liquidated and ascertained damages. Such damages may be deducted by the Department from any monies due the Contractor and paid to the Forest Preserve District of Cook County. These damages shall apply during the contract time and during any extensions of the contract time.

## **CLEARING AND GRUBBING**

**Description.** This work shall consist of the removal and disposal of all above ground obstructions, including downed trees, debris, trash, etc. Saplings, bushes, grass, weeds and other vegetation shall be cut flush with the existing ground and disposed of.

**Disposal of Materials.** Material shall be disposed of according to Article 202.03 of the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for CLEARING AND GRUBBING.

## **DEBRIS REMOVAL**

**Description:** This work shall consist of the relocation or removal of downed trees along the proposed trail alignment and/or within the Contractor's work zone. The trees may either be moved off to the side away from the proposed path or removed from the site and disposed of. If the Contractor elects to move the trees to the side care must be taken to avoid damaging surrounding trees and vegetation. No soil ruts shall be created from the movement process. The downed trees may need to be cut into smaller pieces prior to relocation. Cut or moved material shall be dispersed in a natural looking manner more than 15' from the proposed trail edge. No piling of the logs shall be allowed. It is the Contractors responsibility to verify the scope of downed tree clearing through a site visit prior to bidding on the project.

**Basis of Payment:** This item will be paid for at the contract lump sum price for DEBRIS REMOVAL which price shall be payment in full for all services, materials, labor and other items to complete the Work.

**WASHOUT BASIN**

Description. This item shall consist of constructing and maintaining a washout basin for concrete trucks and other construction vehicles.

Requirements. The work shall include general maintenance and removal of all construction debris.

Basis of Payment. This item will be paid for at the contract unit price per lump sum for WASHOUT BASIN.

**PERIMETER EROSION BARRIER, SPECIAL**

Description. This work shall be constructed in accordance with Section 280 of the Standard Specifications except where noted below.

The PERIMETER EROSION BARRIER, SPECIAL shall be a tubular sediment control device used for perimeter control of sediment. The device shall have a minimum diameter of 12" and be of sufficient weight that no trenching, staking or other ground disturbance is required to install or maintain the device. If allowed by the manufacturer, the device may also be installed using sand bags (or equivalent) to anchor the device.

Prior to ordering materials, the Contractor shall submit product information and proposed installation method to the Engineer for approval.

The device containment material shall be polyethylene, high density polyethylene, or polypropylene. The device shall be filled with material as specified by the manufacturer.

The tubular device shall be properly maintained and shall be removed by the Contractor at the time of final restoration, unless removal is directed by Engineer. All perimeter erosion barrier, special materials, including the containment material and fill material shall be legally disposed of at a location off-site.

Basis of Payment. This item will be paid for at the contract unit price per foot for PERIMETER EROSION BARRIER, SPECIAL. The price shall be payment in full for all labor and material necessary to complete the work described above.

## **STABILIZED CONSTRUCTION ENTRANCE**

**Description.** This work consists of the construction and maintenance of an aggregate stabilized construction entrance for accessing the construction zone. The entrances shall be placed at locations as shown on the plans or as directed by the Engineer.

**Construction Requirements.** Stabilized construction entrances shall consist of 12 inches of CA-1 Aggregate placed over filter fabric. The filter fabric shall be included with this pay item. The aggregate shall be crushed stone or crushed gravel.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Pipe used for this will not be paid for, but shall be included in the work. The stabilized construction entrance will have positive drainage away from the roadway.

Maintenance shall consist of placing additional aggregate of the same type and gradation as the base aggregate. Additional aggregate will not be paid for, but shall be included in the work.

After the stabilized construction entrances have served their purpose, the suitable aggregate shall be removed, and, at the direction and approval of the Engineer, utilized for embankment construction or otherwise disposed of as specified in Article 202.03 of the Standard Specifications.

**Method of Measurement.** Stabilized construction entrances will be measured for payment in place and the area computed in square yards.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE.

**EROSION CONTROL BLANKET, SPECIAL**

This Detailed Specification revises Section 251 of the Standard Specifications to eliminate the use of Excelsior Blanket for Erosion Control Blanket. This work shall consist of furnishing, transporting, and placing 100% biodegradable erosion control blanket over seeded areas as detailed on the plans, according to Section 251 except as modified herein.

Delete Article 1081.10(1) Excelsior Blanket.

Delete the first paragraph of Article 1081.10(b) Knitted Straw Mat and substitute the following:

“Knitted Straw Mat. Knitted straw mat shall be a machine-produced mat of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket. The blanket shall be covered on the top side with a 100% biodegradable woven natural organic fiber netting. No plastic netting will be allowed. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 inch (1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) center with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches (5-12.5 cm) from the edge) as an overlap guide for adjacent mats.

Short-term photodegradable erosion control blanket will not be allowed.

Delete Article 1081.10(d) Wire Staples. Wire staples will not be allowed.

No plastic stakes, including biodegradable plastic, will be allowed.”

Add the following to Article 1081.10(e) Wood Stakes:

“Wood stakes shall be untreated and biodegradable within 9 to 12 months.”

Method of Measurement. This work will be measured for payment in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET (SPECIAL).

## **TEMPORARY EROSION CONTROL BLANKET**

This Detailed Specification revises Section 251 of the Standard Specifications to eliminate the use of Excelsior Blanket for Erosion Control Blanket. This work shall consist of temporarily installing 100% biodegradable temporary erosion control blanket over areas that are to be reworked during a later construction phase, according to Sections 280 and 251 except as modified herein.

Delete Article 1081.10(1) Excelsior Blanket.

Delete the first paragraph of Article 1081.10(b) Knitted Straw Mat and substitute the following:

“Knitted Straw Mat. Knitted straw mat shall be a machine-produced mat of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket. The blanket shall be covered on the top side with a 100% biodegradable woven natural organic fiber netting. No plastic netting will be allowed. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 inch (1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) center with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches (5-12.5 cm) from the edge) as an overlap guide for adjacent mats.

Short-term photodegradable erosion control blanket will not be allowed.

Delete Article 1081.10(d) Wire Staples. Wire staples will not be allowed.

No plastic stakes, including biodegradable plastic, will be allowed.”

Add the following to Article 1081.10(e) Wood Stakes:

“Wood stakes shall be untreated and biodegradable within 9 to 12 months.”

Method of Measurement. This work will be measured for payment in square yards of actual surface covered.

Basis of Payment. This work will be paid for at the contract unit price per square yard for TEMPORARY EROSION CONTROL BLANKET.

## **TEMPORARY ACCESS ROAD**

**Description.** This work consists of furnishing, placing and removing a matting system and/or low ground pressure equipment to protect a wetland area from compaction, rutting, and destruction of vegetation.

**Construction Requirements.** Prior to ordering materials or entering the wetland, the contractor shall submit a Wetland Construction Access/Staging Work plan which meets the requirements of the Section 404 permit issued by the USACE. The plan must take into account the existing soil in the wetland and the equipment to be used by the Contractor. The plan shall be submitted and approved by the Engineer prior to the commencement of work within the wetland area.

The matting system must cover all areas of the wetland that will be used for vehicle access. No access may occur outside of the mats within the wetland boundary. The contractor shall determine the type and thickness of the matting necessary to support his proposed equipment, while protecting the wetland area.

After removal of the mats, the contractor shall restore any areas of damaged soil or vegetation with erosion control blanket and seeding as shown on the erosion control plans. The cost of the blanket and seeding will be paid for separately. Removal and disposal of the mats off-site after use shall be considered included in the cost of Temporary Access Road.

**Basis of Payment.** This work will be paid for at the lump sum price for TEMPORARY ACCESS ROAD.

**HIGH VISIBILITY TEMPORARY FENCING**

Description. This work consists of furnishing, installing, maintaining, and removing from the site high visibility temporary fences erected for protection of the wetlands identified in the plans. This work will be performed in accordance with the applicable portions of Section 201 of the Standard Specifications except as modified herein and as directed by the Engineer.

Materials. High visibility temporary fence shall be orange plastic poly type snow fence installed on steel posts. Wood lath fence or other types that do not provide a highly visible barrier will not be approved.

Construction Requirements. The Contractor shall erect high visibility temporary fence at the locations shown on the plans or as directed by the Engineer. The Contractor is prohibited from entering the wetland site bounded by high visibility temporary fence. High visibility temporary fence shall be properly maintained and shall be removed by the Contractor at the time of final restoration, unless removal is directed by Engineer. All temporary fence materials shall be legally disposed of at a location off-site.

Method of Measurement. This work will be measured for payment in feet of HIGH VISIBILITY TEMPORARY FENCE installed in accordance with these requirements. Measurement will be made along the top of fence in a straight line from one post to the next.

Basis of Payment. This work will be paid for at the contract unit price per foot for HIGH VISIBILITY TEMPORARY FENCING, which price shall constitute payment in full for furnishing, placing, repairing, removing, and disposing of the temporary fence and for all labor, materials, equipment and incidentals required to complete the work as specified herein.

## **BOARDWALK STRUCTURE**

**Description:** This work shall consist of the design and installation of a precast concrete boardwalk structure. Also included in this work shall be the design, fabrication and construction of railings and a drilled shaft supported foundation system for the proposed boardwalk, as well as the bearings, anchors, railings and connection hardware, transition plate covers, and any other miscellaneous items as indicated in the plans and this specification.

These specifications are for a precast concrete boardwalk and shall be regarded as minimum standards for this project. The precast concrete boardwalk system shall be exclusively designed and supplied by:

PermaTrak North America LLC  
Ph: 980-229-3036  
Ph: 877-332-7862  
Fax: 704-541-3675  
www.permatrak.com  
Contact: Mr. Jason Philbin

**Minimum Standards:** The selected boardwalk shall have the following minimum characteristics:

A. The precast system shall be designed as a modular flexible system allowing a prescribed settlement at pier locations. Joints shall be designed for such movement to occur without damage to the structural integrity of the system.

B. Boardwalk system (beams, treads, and curbs if applicable) must be reinforced precast concrete. A material change, including cast-in-place concrete, is not considered an equal to the design shown on the bid documents.

C. Walking surface (treads) shall be made of reinforced precast concrete and supported by reinforced precast concrete beams. Where applicable, edges of treads will receive precast concrete curbs.

D. Walking surface (finish) of top surface of treads shall have a formliner finish with one of PermaTrak's standard textures (PermaGrip, PermaPlank, PermaSlate, Sandblast, Slate or Weathered Plank). Texture must be integral with the concrete and shall not be an applied post pour wearing surface.

E. Precast concrete treads shall be structural load bearing elements and shall interlock with one another via a "tongue and groove" connection.

F. All precast shall consist of integrally colored concrete in a color selected by the owner from one of PermaTrak's "standard colors".

G. DESIGN LOADS: Boardwalk structure shall be designed for the following live loads:

1. Pedestrian live load of 90 psf.
2. 5000 lb. Maintenance Vehicle with two axles spaced 96 inches apart and equally distributed.

3. H10 Design Truck – 20,000 lbs. (Applicable for boardwalk clearance exceeding 10 ft.)

H. Treads shall maintain a “boardwalk appearance”, specifically meaning each tread shall have a width: length ratio ranging from a minimum of 3:1 to a maximum of 14:1. Width is defined as the tread dimension perpendicular to the normal direction of travel. Length is defined as the tread dimension measured in the direction of travel.

I. Tread width shall be as noted on the contract drawings. Alignment should follow the horizontal and vertical alignment shown on the contract plans.

J. Connectors for curbs (if applicable) to treads shall not be visible to boardwalk users while viewed from the top of the walkway.

K. All tread-to-beam connectors shall be non-corrosive and hidden from view. Metallic tread to-beam connectors are not acceptable for this project.

L. Boardwalk supplier shall provide a field representative on site for a minimum of 2 days. Field representative shall be knowledgeable in the installation of precast concrete boardwalks.

M. Drilled shaft foundations shall meet the requirements of Section 516 of the IDOT Standard Specifications for Road and Bridge Construction and any other Special Provisions included.

N. All cast in place concrete for the boardwalk system outside of the drilled shafts, including the above grade concrete shafts and grade beam supports at the ends of the boardwalk, shall meet the requirements of Section 503 of the IDOT Standard Specifications for Road and Bridge Construction.

O. All precast concrete shall meet the requirements of Section 504 and Section 1042 of the IDOT Standard Specifications for Road and Bridge Construction.

**Quality Assurance:** The Contractor performing the installation of the foundations shall have installed drilled shafts of size and length similar to those shown on the plans for a minimum of three (3) years prior to the bid date for this project. The Contractor shall submit a list containing at least three (3) projects completed in the last three (3) years on which the Contractor has installed drilled shafts of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of owner’s representatives who can verify the Contractor’s participation on those projects.

A. Acceptability Criteria for Treads and Curbs (if applicable): The finished visible (in the final installed position) surface shall have no obvious imperfections other than minimal color or texture variations from the approved samples or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 ft. viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an extreme angle as it tends to accentuate the minor surface irregularities. The following is a list of finish defects that shall be properly repaired, if obvious when viewed at a 20 ft. distance. Patching (by a trained skilled concrete repair person) is an acceptable

repair method.

1. Ragged or irregular surfaces.
2. Excessive air voids (commonly called bug holes) larger than . in. evident on the top surface of the tread or curbs (if applicable).
3. Adjacent flat and return surfaces with greater texture and/or color differences than the approved samples or mockups.
4. Casting and/or aggregate segregation lines evident from different concrete placement lifts and consolidation.
5. Visible mold joints or irregular surfaces.
6. Rust stains on exposed surfaces.
7. Units with excessive variation in texture and/or color from the approved samples, within the unit or compared with adjacent units.
8. Blocking stains evident on exposed surfaces.
9. Areas of backup concrete bleeding through the facing concrete.
10. Foreign material embedded in the surface.
11. Visible repairs at a 20 ft. viewing distance.
12. Reinforcement shadow lines.

B. Installer Qualifications: Firm with 3 years' experience in installation of systems similar in complexity to those required for this Project.

Installation of the precast concrete boardwalk system, foundation and railings shall be performed in accordance with the approved plans and specifications, approved shop drawings, and manufacturer's installation instructions. PermaTrak shall provide a field representative to review installation instructions with the Contractor and Engineer and to certify that the installation has been performed according to the approved drawings and manufacturer's instructions.

**Design:** The boardwalk, foundations and railings shall conform to the following specifications:

A. For applications requiring minimum disturbance due to existing utilities to be avoided during construction, PermaTrak requires the Contractor to provide accurate horizontal and vertical locations of any utilities found in the proposed boardwalk and/or foundation locations. The cost of utility location shall be included in the BOARDWALK STRUCTURE.

B. The designer of the boardwalk, foundation and railing system shall be a qualified Structural Engineer licensed in the State of Illinois having a minimum of 20 years of experience in the design of concrete structures, foundation and railing systems.

C. The foundation design shown on the boardwalk drawings is based recommendations found in the geotechnical report entitled "L-96,255A, Des Plaines River Trail Segment 4, Lawrence Avenue to Irving Park Road, Schiller Park, Illinois" prepared by TSC dated 4/11/2024, and should be used for estimating purposes only. Final design of boardwalk structure foundations in accordance with this special provision is the responsibility of the Contractor.

D. DESIGN CRITERIA: The design of the boardwalk and railing system shall comply with the following guidelines:

1. AASHTO LRFD Guide Specifications for The Design of Pedestrian Bridges, 2<sup>nd</sup> Edition with 2015 Interim Revisions.
2. The Latest Version of AASHTO LRFD Bridge Design Specifications for Highway Bridges.
3. IDOT Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022.
4. American Concrete Institute (ACI 318-14) Building Code Requirements for Structural Concrete and Commentary.
5. In addition to the dead loads of the system, the boardwalk structure and foundations shall be designed for the live loads defined in the Minimum Standards Section Item G, and for all other applicable loads in accordance with the referenced AASHTO design codes.
6. Railings shall be designed and constructed to meet all configuration and loading requirements for pedestrian and bicycle railings in the AASHTO Bridge Design Specifications for Highway Bridges, and for guards in the Chicago Building Code (CBC) 2019 and International Building Code (IBC) 2018. When provisions of these codes differ, the more stringent code requirement shall be met. Railing structural loading requirements:

a. Railing main longitudinal elements, assemblies and attachments shall resist a uniform live load of 50 pounds per linear foot applied transversely and vertically acting simultaneously along the longitudinal element. In addition, each main longitudinal element shall resist a concentrated live load of 200 pounds acting simultaneously with the above uniform loads at any point and in any direction at the top of the longitudinal element.

b. Rail posts, assemblies and attachments shall be designed for a concentrated design live load applied transversely at the center of gravity of the top longitudinal element of 200 pounds plus 50 pounds per linear foot multiplied by the post spacing. All rail assemblies, connections and anchorage shall be designed for these loads to be transferred through the supports to the structure.

c. Infill area of railings shall resist a minimum horizontal concentrated load of 200 pounds applied to a 1 foot by 1 foot area at any point in the system. The area for application of loading includes openings and space between rail elements. The cable rail elements and their attachments, supports, etc. shall also be designed and spaced to not allow the passage of a 4-inch diameter sphere through the railing.

**Submittals:** The Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. PRELIMINARY SUBMITTALS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include but not limited to the following:

1. DETAILED PLANS:

- a. REGISTRATION / SEAL: Signed and sealed by a licensed Structural Engineer in the State of Illinois.
- b. PLAN VIEW: Full plan view of the boardwalk, foundation and railing system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
- c. ELEVATION VIEW: Full elevation view of the boardwalk, railings and foundation system drawn to scale which reflects the actual vertical alignment. Elevation views shall indicate the elevation at the top and bottom of the boardwalk and foundation system components, horizontal and vertical break points, and location of the finished grade.
- d. DETAILS: Details of all boardwalk, foundation and railing system components and their connections such as the length, size and where changes occur; connections; etc.
- e. CODE REFERENCE: Design parameters used along with AASHTO/IBC/CBC code references.

2. DESIGN COMPUTATIONS: Design computations for all structural elements shall:

- a. Be signed and sealed by a licensed Structural Engineer in the State of Illinois.
- b. Clearly refer to the applicable AASHTO/CBC/IBC provisions.
- c. Include documentation of computer programs including all design parameters.
- d. Clearly show that all reinforced precast treads and beams, rail elements and foundations meet AASHTO requirements for the loading per this special provision.
- e. Include sketches of reinforcement in treads, beams and foundations, shear and moment diagrams, and all equations used shall be referenced to applicable code.

3. CONSTRUCTION SPECIFICATIONS:

- a. Construction methods for precast concrete elements are specific to PermaTrak. Submittal requirements such as certification, quality and acceptance/rejection criteria shall be included. Details on connection of boardwalk units and foundation system such that assurance of uniform load transfer shall be checked.
- b. Construction methods for drilled shaft installation see Special Provision for Drilled Shafts.

B. FINAL SUBMITTAL: Once a boardwalk, foundation and railing system design has been reviewed and accepted by the Owner, the Contractor shall submit the final plans. The designer of the boardwalk, foundations and railing system is responsible for the review of any drawings prepared for fabrication. One set of all approved shop drawings shall be submitted to the Engineer for permanent records.

C. SUBMITTALS: Product Data: Submit Manufacturer's technical product data for railing components and accessories.

Manufacturer to supply submittal drawings for approval to include the following:

1. Section-thru details.
2. Mounting methods.
3. Typical elevations.
4. Key plan layout.

C. SHOP DRAWINGS: Shop drawings shall:

- a. Be sealed by a licensed Structural Engineer in the State of Illinois.
- b. Show actual field conditions and true elevations and locations supplied after field verification, along with foundation layout and dimensions.
- c. Clearly detail reinforcement in beams, treads and foundations, including clear dimension from concrete edge, size and amount of rebar.
- d. Clearly state concrete reinforcement strength and epoxy coating where required as well as component weight and lifting locations.
- e. Railing layout and details including post layout, connection details, and any transition details to the prefabricated boardwalk structure.

**Delivery, Storage, and Handling:**

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Damaged Boardwalk Elements: Any boardwalk elements damaged by the Contractor during transportation or handling shall be replaced with undamaged elements at no additional cost to the owner. Repair of these damaged elements will not be acceptable.

C. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings:

1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products so as not to delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of rail elements with construction progress and sequence to avoid delay of railing installation.

**Warranty:**

A. Boardwalk manufacturer shall warranty all precast concrete components against defects in material and workmanship for a period of 10 years.

B. Railing manufacturer shall warranty the railing against defects in materials and workmanship for a period of 12 months.

**Method of Measurement:** The boardwalk structure will be measured in square feet of completed and accepted structure measured horizontally from edge of final tread to edge of final tread and within the clear path width as defined in the plans.

**Basis of Payment:** The precast concrete boardwalk will be paid for at the contract unit price per SQUARE FOOT for BOARDWALK STRUCTURE. This price shall include all materials, equipment, labor and work necessary for and incidental to the design, preparation of submittals, construction, delivery, unloading, assembly, and installation of the boardwalk, foundations, and railings as shown in the contract plans or as directed by the Engineer.

## **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (project specific)**

**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.

### **Intersection of Irving Park Road and Des Plaines River Trail, Schiller Park, Cook County**

- Station 27+90 to Station 27+95 (CL Multi-Use Path), 0 to 5 feet LT, and 0 to 5 feet RT. All excavation planned for multi-use path improvements. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: VOCs, SVOCs and Metals.

### **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**

**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 <sup>1/2/</sup>
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 <sup>1/2/</sup>
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: December 1, 2021

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 <sup>1/</sup>
	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4/</sup> , CA 14, or CA 16
	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16

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

2/ The coarse aggregates used shall be capable of being combined with 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 Supplemental 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 1 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) <sup>1/</sup>												
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

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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 <sup>6/</sup>	90	100
#8 (2.36 mm)	20	42	16	24 <sup>4/</sup>	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	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 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 <sup>3/</sup>
#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 <sup>1/</sup>		18.5			
SMA-12.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
SMA-9.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
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  $\geq 2.760$ .
- 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 steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

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 <sup>1/</sup>	V <sub>D</sub> , P , T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub> , O <sub>T</sub>	As specified in Section 1030
IL-4.75 and SMA <sup>3/ 4/</sup>	T <sub>B</sub> , 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <sup>2/</sup>	T <sub>B</sub>	T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T<sub>B</sub>), and/or three-wheel (3W) rollers for breakdown, except one of the (T<sub>B</sub>) 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<sub>B</sub>) or (3W) rollers can be substituted for an oscillatory roller (O<sub>T</sub>). T<sub>F</sub> rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T<sub>B</sub> rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T<sub>B</sub> 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<sub>mb</sub>.”

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 third 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.”

**FRICITION 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> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L  SMA Binder	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>

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

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Use	Mixture	Aggregates Allowed	
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :	
		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% Crushed Gravel <sup>2/</sup> or Dolomite <sup>2/</sup>	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.”

## **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:

	<b><u>Item</u></b>	<b><u>Article/Section</u></b>
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 (square meter) for  
TEMPORARY INFORMATION SIGNING.

**IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)**

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 1.

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 journeyworker 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:

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

State of Illinois  
 DEPARTMENT OF TRANSPORTATION  
 Bureau of Local Roads & Streets  
 SPECIAL PROVISION  
 FOR  
 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 checked="" type="checkbox"/>	Cores
<input 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 Des Plaines River Trail - Segment 4	Marked Route	Section Number 17-00034-05-BT
Project Number I64A(542)	County Cook	Contract Number 61K54

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

**Pamela Sielski** Digitally signed by Pamela Sielski  
Date: 2024.08.28 13:57:49 -05'00'

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:

The project involves work along the existing Des Plaines River Trail (DPRT) System from Irving Park Road (IL 19) to south of Lawrence Avenue (from approximately STA 406+05 to STA 458+66) and along the existing Irving Park Road Connector Trail (from approximately STA 27+91 to STA 32+80) in the Forest Preserves of Cook County, Illinois (Latitude: N 41° 57' 39"; Longitude: W 87° 51' 23"); Section: 15; Township: 40N; Range: 12E of the Third Principal Meridian

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 work to be performed under this contract consists of improvements to an existing multi-use trail (resurfacing & reconstruction). The existing trail alignment will be used to the extent practical. The contract also includes the reconstruction of a connector trail from IL 19 north to an existing HMA path. Work will be completed in four stages (plus a pre-stage [tree protection & removal]) and includes installation/maintenance of erosion & sediment control (ESC) practices and high visibility temporary fencing; excavation of existing path; removal of existing pavement/concrete pad; clearing & grubbing; haul away excess excavation/unsuitable material; construction of drainage structures (e.g., culverts, pipe underdrains, concrete headwalls); placement of aggregate or granular material (subbase, base course & surface course); installation of retaining wall; boardwalk construction, parking lot resurfacing with pavement markings; installation of Portland cement concrete; furnish & place topsoil; final stabilization; removal of temporary ESC measures; and all incidental & collateral work necessary to complete the project as shown on the plans and described in the special provisions.

C. Provide the estimated duration of this project:

12 months

D. The total area of the construction site is estimated to be 5.9 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 3.2 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:

Pre-construction weighted C=0.34/Post-construction weighted C=0.41

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

- 192A - Del Rey Silt Loam, 0 to 2 percent slopes (K factor = 0.43 - high susceptibility of soil erosion)
- 370B - Saylesville Silt Loam, 2 to 4 percent slopes (K factor = 0.43 - high susceptibility of soil erosion)
- 696D2 - Zurich Silt Loam, 6 to 12 percent slopes, Eroded (K factor = 0.43 - high susceptibility of soil erosion)
- 1107A - Sawmill Silty Clay Loam, Undrained, Cool, 0 to 2 percent slopes, Frequently Flooded, (K factor = 0.37 - moderate susceptibility of soil erosion)

\* K factor = soil erodibility factor

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

Six wetland/waters of the US areas were identified along the DPRT Segment 4 project corridor. Total = 30.07+ ac (Wetland #20 = 4.44 ac; Wetland #22 = 0.16+ ac; Wetland #23 = 1.16 ac; Wetland #24 = 0.03 ac; Wetland #25 = 0.04; Wetland #26 = 24.24+ ac). The project requires ±0.012 acre of permanent wetland impact and ±0.011 acre of temporary wetland impact. Wetland/waters of the US impacts associated with this project have been authorized by the US Army Corps of Engineers (USACE) under Nationwide Permit 42 (dated 08/20/2024).

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

Based on the Soil Survey of Cook County, the soils throughout the project corridor are predominantly mapped as silt loams. Based on the K factor (soil erodibility factor), the mapped soils throughout the project corridor are moderate to highly susceptible to erosion.

Potentially erosive areas associated with the project include idle, disturbed soils throughout the project corridor, most notably in areas with steep slopes and highly erodible soils (refer to the Plan & Profile Sheets, Erosion Control Plan, and Cross Sections). Steep slopes (approximately 3:1 [H:V] or steeper) are located at the northern half of the project, specifically at the north bank of the proposed crossing of the Unnamed Tributary to the Des Plaines River (approximately STA 448+00 to STA 448+50) and at the west side of the proposed improvements adjacent to the Des Plaines River regulatory floodway (approximately STA 435+00 to STA 440+50). The latter of these locations is predominantly located along a section of trail that is to be resurfaced (i.e., no excavation/soil disturbance). Based on the K factor (soil erodibility factor), highly erodible soils are located along this stretch of the improvements.

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.):

See Typical Sections, Construction Staging Details, Existing Conditions & Removal Plans, Proposed Plan & Profile Sheets, Stockpile & Construction Access Plan, Erosion Control Plan, Structural Plans, and Cross Sections.

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:

Forest Preserves of Cook County; Illinois Department of Transportation (IDOT); City of Chicago, Village of Schiller Park

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

IDOT; City of Chicago, Village of Schiller Park

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:

Receiving water: Des Plaines River (AUID IL\_G-15) & Unnamed Tributary to Des Plaines River (AUID not available)  
Ultimate receiving water: Des Plaines River  
The receiving waters (listed above) adjacent to the project corridor are not listed as a Biologically Significant Streams by IDNR.

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.

Sensitive environmental resources and areas of the site to be protected or to remain undisturbed are discussed in Section I.O below.

A 50-ft buffer will be provided where practicable and feasible. However, the project involves reconstructing an existing trail within Forest Preserve property - portions of which are located within wetland/stream buffer under existing conditions. The project requires permanent & temporary impacts to wetlands. The wetland impacts associated with this project have been authorized by the USACE under Nationwide Permit 42 (dated 08/20/2024). Off-site and preserved wetland/buffer areas will be protected by perimeter erosion barrier (including a double row of perimeter erosion barrier to meet buffer requirements, where necessary) and other BMPs as discussed in this Storm Water Pollution Prevention Plan (SWPPP) and as shown on the Erosion Control Plan.

A project goal/requirement was to avoid/minimize impacts to environmental (e.g., trees, wetlands, floodplain) and cultural resources located along the project corridor to the extent practical. This goal/requirement resulted in limited work space adjacent to the existing trail and limits structural BMP options. Therefore, vegetation removal, soil exposure, and staging construction activities will be coordinated as necessary to minimize idle, disturbed soils adjacent to buffer areas and wetlands/surface waters. Trail resurfacing is proposed between STA 431+55 and STA 440+00. This stretch of the project is adjacent to 100-year floodplain, regulatory floodway, the Des Plaines River/adjacent wetland, buffer, and relatively steep slopes. No soil excavation/soil disturbance is proposed within the trail resurfacing portion of the project.

An existing stone faced steel plate arch bridge (3-span) located at approximately STA 447+00 to STA 448+00 warrants National Register of Historic Places (NRHP) consideration and will not be impacted by the project. The existing bridge crosses an Unnamed Tributary to the Des Plaines River. A boardwalk is to be installed parallel to the northeast side of the existing bridge at the tributary/wetland crossing. The existing bridge is to remain. Timber matting (or alternative) is to be used at the potential construction access/staging area at this wetland. No construction traffic/heavy equipment shall be allowed in the unnamed tributary. The Contractor is to provide a Construction Access/Staging Area Work Plan for Engineer review/approval prior to work within the wetland.

A project commitment includes: Wetlands shall be protected during construction utilizing erosion control barrier and high visibility fencing.

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.

Wetlands; the Des Plaines River and an unnamed tributary; wetland/stream buffers; 100-year floodplain/riparian areas; regulatory floodway; trees; and highly erodible soils

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:

The Des Plaines River (AUID IL\_G-15) is on the 2020/2022 303(d) list (approved by the US Environmental Protection Agency on 06/30/2022). Impairment causes include: fecal coliform, mercury, nitrogen, phosphorus (total), polychlorinated biphenyls (PCBs), sedimentation/siltation, loss of instream cover, and unknown causes.

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:

Upstream and adjacent to the Des Plaines River, the Erosion Control Plan includes perimeter erosion barrier (including a double row, where necessary), natural wetland buffer, inlet protection, erosion control blanket, and seeding to protect the receiving waters. The project involves reconstructing and resurfacing an existing trail within Forest Preserve property. A project goal/requirement was to avoid/minimize impacts to environmental (e.g., trees, wetlands, floodplain) and cultural resources located along the project corridor to the extent practical. This goal/requirement resulted in limited work space adjacent to the existing trail and limits structural BMP options. Therefore, vegetation removal, soil exposure, and staging construction activities will be coordinated as necessary to minimize idle, disturbed soils adjacent to the Des Plaines River, floodplain/floodway, and adjacent wetlands.

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

There is an existing storm sewer drainage inlet located off-site at the north curblineline of IL 19 approximately 14-feet east of the existing DPRT (adjacent to the south project limits) within IDOT right-of-way. The storm sewer in this area appears to discharge at the east bank of the Des Plaines River (within the south IL 19 right-of-way) approximately 60-feet west of the existing DPRT. The approximate location of the storm sewer outfall is depicted on the attached Location of MS4 Discharge to Surface Water exhibit. With the proper implementation/maintenance of BMPs, no direct construction-related impacts are anticipated at the off-site drainage inlet. The proposed DPRT is to match the existing sidewalk at the south project limits. The existing topography and the proposed DPRT slightly slope north at this location (away from IL 19). Additionally, construction access to the project site will be from within existing Forest Preserve property.

There are five (5) drainage inlets located within Forest Preserve property (immediately adjacent to the proposed improvements) near the south project limits between approximately STA 406+00 and STA 411+00. The stormwater discharges associated with these inlets appear to generally drain to the south and west towards the Des Plaines River and its adjacent wetland. The approximate location of the storm sewer outfalls are depicted on the attached Location of MS4 Discharge to Surface Water exhibit.

The entire DPRT Segment 4 project corridor is located adjacent to (or within) the Des Plaines River 100-year floodplain or regulatory floodway. Floodplain wetland areas exist along the project corridor and are crossed by the proposed improvements at a number of locations. Culverts are proposed at the following approximate locations along the DPRT: STA 410+70, STA 422+00, and STA 432+50. The existing culvert at approximately STA 434+80 is to be abandoned. Boardwalks are proposed at the wetland crossings at approximately STA 418+20 & STA 444+20, and at a crossing of an Unnamed Tributary to the Des Plaines River (and wetland) at approximately STA 447+70. Proposed underdrain outlets will discharge to floodplain or wetlands at the following approximate locations: STA 411+90 and STA 422+00. Stormwater flows via surface runoff, culverts, or underdrain outlets are anticipated to reach the Des Plaines River floodplain/floodway, wetlands, and the unnamed tributary at these locations.

Besides for the locations mentioned above and/or depicted on the attached Location of MS4 Discharge to Surface Water exhibit, no additional direct stormwater discharge points (i.e., outlets) associated with the proposed DPRT Segment 4 improvements are located at the Des Plaines River.

Note: There is an outfall from a Metropolitan Water Reclamation District of Greater Chicago (MWRD) combined sewer (72-inch) in the vicinity of STA 446+25. The proposed improvements are not anticipated to drain to this combined sewer.

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

Dewatering discharges are anticipated at the proposed boardwalk crossing(s) (i.e., at the Unnamed Tributary to

the Des Plaines River [approximate STA 443+10 to STA 448+70]; at Wetland #23 [approximate STA 417+90 to STA 418+50]), and at the Wetland #23 proposed trail reconstruction (including pavement removal and pipe culvert removal/replacement [approximate STA 422+00]). Contractor shall provide additional dewatering information per Section II.G below, as necessary.

Applicable Federal, Tribal, State, or Local Programs

See Section II.F below.

Floodplain

The entire DPRT Segment 4 project corridor is located adjacent to (or within) the Des Plaines River 100-year floodplain or regulatory floodway. The proposed improvements near the floodplain includes a bike path elevated on a bridge and fill. No compensatory storage is required as the floodplain fill is in the City of Chicago, which does not have a compensatory storage requirement.

To minimize soil disturbance/impacts to wetland, surface waters, 100-year floodplain, and regulatory floodway, boardwalk is proposed in addition to placing the trail on fill to elevate it above the floodplain. Trail resurfacing is proposed between STA 431+55 and STA 440+00. This stretch of the project is adjacent to 100-year floodplain and regulatory floodway. No soil excavation/soil disturbance is proposed within the trail resurfacing portion of the project. Upstream and adjacent to the Des Plaines River floodplain and floodway, perimeter erosion barrier, erosion control blanket, and temporary seeding will be installed, as necessary. Refer to the Plan & Profile Sheets and the Erosion Control Plan for additional information.

Historic Preservation

In a memorandum dated, 11/17/2020, IDOT's Cultural Resources Unit made a "No Historic Properties Affected" finding pursuant to Section 106 of the National Historic Preservation Act. During Phase I coordination, it was determined that potential site impacts could be avoided through BMPs, including soil disturbance restrictions. BMPs have been incorporated into the Site Improvement Plans and Special Provisions, as necessary.

An existing stone faced steel plate arch bridge (3-span) located at approximately STA 447+00 to STA 448+00 warrants NRHP consideration and will not be impacted by the project. The existing bridge crosses an Unnamed Tributary to the Des Plaines River. A boardwalk is to be installed parallel to the northeast side of the existing bridge at the tributary/wetland crossing. The existing bridge is to remain.

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:

Not applicable - receiving waterbody stream segments do not have a TMDL

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:

Not applicable - receiving waterbody stream segments do not have a TMDL

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:

Not applicable - receiving waterbody stream segments do not have a TMDL

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

Based on the Natural Resources Review by IDOT, dated 07/22/2024, there will be no adverse effect by the project on INA sites or State-listed threatened or endangered species with a historical record in the vicinity of the proposed improvements. Additionally, IDOT determined that the proposed improvements are not likely to jeopardize the continued existence of any Federally listed threatened or endangered species or result in the destruction or modification of any critical habitat. DPRT Segment 4 is not located within a nature preserve.

Trees three (3) inches or greater in diameter at breast height shall not be cleared from April 1 through September 30 of any given year.

Other

Tree protection (e.g., root pruning and root preservation) shall be in accordance with the Site Improvement Plans, IDOT Standard Specifications, and Special Provisions.

Idle, disturbed highly erodible soils shall be stabilized in accordance with this SWPPP (see Section II below) and the Site Improvement Plans, including General Notes/MWRD General Notes and Erosion Control Plan.

Wetland

Six wetland/waters of the US areas, including the Des Plaines River, were identified along the DPRT Segment 4 project corridor (see Section I.G above). Wetlands will be protected during construction by using perimeter erosion barrier and high visibility fencing. See the Erosion Control Plan and General Notes/MWRD General Notes.

Trail resurfacing is proposed between STA 431+55 and STA 440+00. This stretch of the project is adjacent to 100-year floodplain, regulatory floodway, the Des Plaines River/adjacent wetland, buffer, and relatively steep slopes. No soil excavation/soil disturbance is proposed within the trail resurfacing portion of the project. Refer to the Plan & Profile Sheets and Erosion Control Plan.

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Antifreeze / Coolants  | <input checked="" type="checkbox"/> Solid Waste Debris                                |
| <input checked="" type="checkbox"/> Concrete   | <input checked="" type="checkbox"/> Solvents  |
| <input checked="" type="checkbox"/> Concrete Curing Compounds                                      | <input checked="" type="checkbox"/> Waste water from cleaning construction equipments |
| <input checked="" type="checkbox"/> Concrete Truck Waste   | <input type="checkbox"/> Other (Specify) _____  |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides                                       | <input type="checkbox"/> Other (Specify) _____  |
| <input checked="" type="checkbox"/> Paints   | <input type="checkbox"/> Other (Specify) _____  |
| <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) | <input type="checkbox"/> Other (Specify) _____  |
| <input checked="" type="checkbox"/> Soil Sediment  | <input type="checkbox"/> 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 checked="" type="checkbox"/> Erosion Control Blanket / Mulching | <input type="checkbox"/> Temporary Turf (Seeding, Class 7)  |
| <input type="checkbox"/> Geotextiles                                   | <input type="checkbox"/> Temporary Mulching   |
| <input checked="" type="checkbox"/> Permanent Seeding                  | <input checked="" type="checkbox"/> Vegetated Buffer Strips   |
| <input type="checkbox"/> Preservation of Mature Seeding                | <input checked="" type="checkbox"/> Other (Specify) <u>Balled &amp; Burlapped Trees/Shrubs; Plugs</u> |
| <input checked="" type="checkbox"/> Protection of Trees                | <input type="checkbox"/> Other (Specify) _____  |
| <input type="checkbox"/> Sodding                                       | <input type="checkbox"/> Other (Specify) _____  |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding  | <input type="checkbox"/> Other (Specify) _____  |

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

Trees/vegetation provide erosion control. Perimeter controls will protect trees and buffer areas located in the vicinity of construction activities. Construction activities shall be performed in a manner that limits the amount of exposed soil at any one time. Temporary stabilization measures (including erosion control blanket and temporary seed) shall be installed at idle, disturbed areas in accordance with the NPDES ILR10 permit and the Erosion Control Plan.

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

Permanent seeding (installed with erosion control blanket), balled & burapped trees/shrubs, and plugs shall be used as a permanent erosion control measure.

**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 checked="" type="checkbox"/> Dewatering Filtering      | <input type="checkbox"/> Slope Walls                              |
| <input type="checkbox"/> Gabions                              | <input type="checkbox"/> Temporary Ditch Check                    |
| <input checked="" 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 checked="" type="checkbox"/> Perimeter Erosion Barrier    | <input type="checkbox"/> Other (Specify) _____     |  |
| <input type="checkbox"/> Permanent Sediment Basin                | <input type="checkbox"/> Other (Specify) _____     |  |
| <input checked="" type="checkbox"/> Retaining Walls              | <input type="checkbox"/> Other (Specify) _____     |  |
| <input checked="" type="checkbox"/> Riprap                       | <input type="checkbox"/> Other (Specify) _____     |  |
| <input checked="" 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:

- Dust suppression shall be used to control dust and airborne dirt generated by the Contractor's construction activities. Dust control (if necessary) shall follow IDOT Standard Specifications.
- Dewatering filtering shall be used as necessary for excavation activities that encounter groundwater or other water that needs to be removed from the construction area. Dewatering shall follow the General Notes/MWRD General Notes in the Site Improvement Plans and be in accordance with the NPDES ILR10 permit. Contractor shall provide additional dewatering information per Section II.G below, as necessary.
- Instream/wetland work will be performed in accordance with Nationwide Permit 42. Timber matting (or alternative) is to be used at the potential construction access/staging area at the wetland near the north end of the proposed boardwalk (approximately STA 443+10 to STA 448+70). The Contractor is to provide a Construction Access/Staging Area Work Plan for Engineer review/approval prior to work within the wetland.
- Perimeter erosion barrier shall be installed at the perimeter of work areas, including where runoff sheet flows off site. Perimeter erosion barrier allows sediment to settle from runoff before storm water leaves the work area. Perimeter erosion barrier shall not be installed where sheet flow enters the construction site, unless directed by the Engineer. The work areas shall be graded as the project progresses to eliminate the concentration of runoff and/or appropriate sediment control devices shall be installed to trap sediment.
- Existing inlets, catch basins, and manholes with open lids shall be protected with appropriate inlet protection to detain and/or filter sediment-laden runoff and allow sediment to settle. Proposed drainage structures, if any, shall be protected with inlet and outlet protection immediately following their construction and prior to receiving runoff from disturbed soils.
- Stabilized construction entrance(s) shall be installed at ingress/egress points to reduce or eliminate the tracking of sediment onto public rights-of-way or streets.

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

- Temporary sediment controls shall be removed after final stabilization of those portions of the site located upslope of the controls.
- A block retaining wall is proposed at the north and south ends of the proposed boardwalk (approximately STA 443+10 & STA 448+70) and a timber retaining wall (with riprap) is proposed near STA 437+20 to hold sloping ground in place and to minimize erosion and movement of soil.
- Rock outlet protection will be placed at discharge locations as necessary to provide a non-erosive velocity flow from the structure.

**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.

Polymer flocculants or treatment controls are not proposed at this time. However, if during construction activities, it is determined that polymer flocculants or treatment chemicals are necessary to maintain permit compliance, the SWPPP shall be updated with the information at Section G below. The Contractor must obtain approval from the Engineer prior to the use of any proposed polymer flocculants or treatment chemicals.

**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.

1. 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.

2. 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:

- Stormwater detention via coarse aggregate under the proposed multi-use trail.
- Tree preservation, permanent seeding (installed with erosion control blanket), and wetland/waters buffer shall be used as a permanent erosion control measure.
- Velocity dissipation device/rock outlet protection.

**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:

- USACE Section 404 of the Clean Water Act permit (Nationwide Permit 42)
- IDNR - Office of Water Resources Part 3700 Floodway Construction Permit
- Metropolitan Water Reclamation District of Greater Chicago - Cook County Watershed Management Ordinance (WMO) Permit (for areas in Schiller Park)
- City of Chicago Stormwater Approval (for areas in the City of Chicago)
- City of Chicago Harbor Permit

**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.

All controls shall be maintained in good working order by the General Contractor or Subcontractor. If repair is warranted, it shall be completed as soon as possible. New control measures needed or controls needing repair or modification as a result of an inspection shall be implemented as soon as practical, but no later than seven (7) calendar days following the inspection. Requests for repairs to existing controls or new control measures requested by a Regulatory Agency shall be initiated within 24 hours.

- Inlet Protection: Clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. Remove sediment from inlet filter baskets when basket is 25% full or 50% of the fabric pores are covered with silt. Clean filter if standing water is present longer than one hour after a rain event. Clean sediment or replace silt fence when sediment accumulates to one-third the height of the fabric. Where there is evidence of sediment accumulation adjacent to the inlet protection device, 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. Remove trash accumulated around

or on top of the inlet protection device. When filter is removed for cleaning, replace fabric if any tear is present.

- Outlet Protection/Riprap: Restore dislodged protection and correct erosion that may occur. Remedy deficient areas prone to increased erosion immediately to prevent greater deficiencies.
- Perimeter Erosion Barrier (PEB): Repair tears, gaps or undermining. Restore leaning/displaced PEB and ensure taut/functional/secure. Repair/replace any missing/broken stakes or damaged sections of PEB immediately. Clean PEB if sediment reaches one-half to one-third of the effective height of the barrier, or as directed by the Engineer (varies per type of PEB). Remove PEB once final stabilization is established. Repair PEB if undermining occurs anywhere along its entire length.
- Erosion Control Blanket: Repair damage due to water running beneath the blanket and restore blanket when displacement occurs. Reseeding may be necessary. Replace all displaced blanket and re-staple.
- Seeding: Reapply seed if stabilization hasn't been achieved. Apply erosion control blanket (or alternative approved by Engineer) to hold seed in place if seed has been washed away or found to be concentrated in ditch bottoms. Restore rills as quickly as possible on slopes steeper than 4:1 (H:V) to prevent sheet flow from becoming concentrated flow patterns. Mow, if necessary, to promote seed soil contact when excessive weed development occurs. Supplement seed if weather conditions (extreme heat or cold) are not conducive to germination.
- Protection of Existing Vegetation: Tree and stump removal to be completed by the Contractor. The Contractor shall only remove trees approved by the representative of the Forest Preserves of Cook County. Tree root preservation and tree root pruning shall be in accordance with the Site Improvement Plans, IDOT Standard Specifications, and the Special Provisions. Restore areas disturbed, disrupted or damaged by the Contractor to pre-construction conditions or better at no additional expense to the contract. Tree damage shall be coordinated with the Engineer and handled in accordance with Forest Preserves of Cook County requirements (e.g., Forest Preserves of Cook County Tree Protection & Preservation Manual and Tree Mitigation Plan).
- Temporary Stabilized Construction Entrances: Replenish stone or replace exit if vehicles continue to track sediment onto the roadway from the construction site. Any sediment reaching a public or private roadway shall be removed before the end of the work day or sooner if directed by the Engineer. Track out shall be removed by sweeping or shoveling these surfaces (or by using other similarly effective means of sediment removal approved by the Engineer). Hosing or sweeping tracked out sediment into any storm water conveyance, storm drain inlet, or waters of the US is prohibited (unless the feature is connected to a sediment basin/trap or similarly effective control). Ensure culverts (if provided) are free from damage; repair or replace as needed.
- Stockpile Management: Repair and/or replace perimeter controls and stabilization measures when stockpile material has potential to be discharged or leave the limits of the protection. Remove all off-tracked material by sweeping or other methods. Update the SWPPP any time a stockpile location has been removed, relocated, added or required maintenance. During summer months, stockpiles should be watered to maintain the cover crop.
- Dewatering: Ensure proper operation and compliance with permits or water quality standards. Remove accumulated sediment from the flow area. Dispose of sediment in accordance with all applicable laws and regulations. Remove and replace dewatering bags (if used) when half full of sediment or when discharge rate is impractical. Immediately stop discharge if receiving areas show signs of cloudy water, erosion, sediment accumulation, formation of a visible sheen on the water surface, or visible oily deposits on the bottom of the receiving water. Dewatering discharge shall be inspected daily in accordance with the NPDES ILR10 Permit.
- Temporary Concrete Washout: Do not discharge wastewater into the environment (Note: Acidity, not particulates, is environmentally detrimental). Facilitate evaporation of low volume washout water. Clean and remove any discharges within 24 hours of discovery. If effluent cannot be removed prior to anticipated rainfall

event, place and secure a non-collapsing, non-water collecting cover over the washout facility to prevent accumulation and precipitation overflow. Replace damaged liner immediately. Remove washout when no longer needed and restore disturbed areas to original condition. Properly dispose of solidified concrete waste.

- **Material Delivery and Storage:** Document the various types of materials delivered and their storage locations in the SWPPP. Update the SWPPP any time significant changes occur to material storage or handling locations and when they have been removed. Clean-up spills immediately. Remove empty containers.
- **Solid Waste Management:** Designate a waste collection area(s) and identify them in the SWPPP. Inspect inlets, outfalls, and drainageways for litter, debris, containers, etc. Observe the construction site for improper waste disposal. Update the SWPPP any time the trash management plan significantly changes. Correct items discarded outside of designated areas.
- **Vehicle & Equipment Fueling, Cleaning, and Maintenance:** Clean-up spills immediately. Contractor must provide documentation that spills were cleaned, materials disposed of, and impacts mitigated. Update the SWPPP when designated location has been removed, relocated, added or requires maintenance. In the event of a spill into a storm drain, waterway or onto a paved surface, the owner of the fuel must immediately take action to contain the spill. Once contained, clean-up the spill. As an initial step, this may involve collecting any bulk material and placing it in a secure container for later disposal. Follow-up cleaning will also be required to remove residues from paved or other hard surfaces.
- **Spill Response:** If there are spills/releases more than reportable quantities, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by using the procedures outlined in Section IV below, as necessary. Contractor shall provide Spill Prevention & Control information per Section II.G above, as necessary.
- **Portable Restroom Facilities:** Maintain in accordance with applicable laws to prevent unsanitary conditions. Check for leaks and remove and replace as needed.

Additional information can be found in the IDOT Erosion and Sediment Control Field Guide and the Illinois Urban Manual.

#### 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.

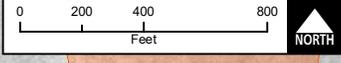
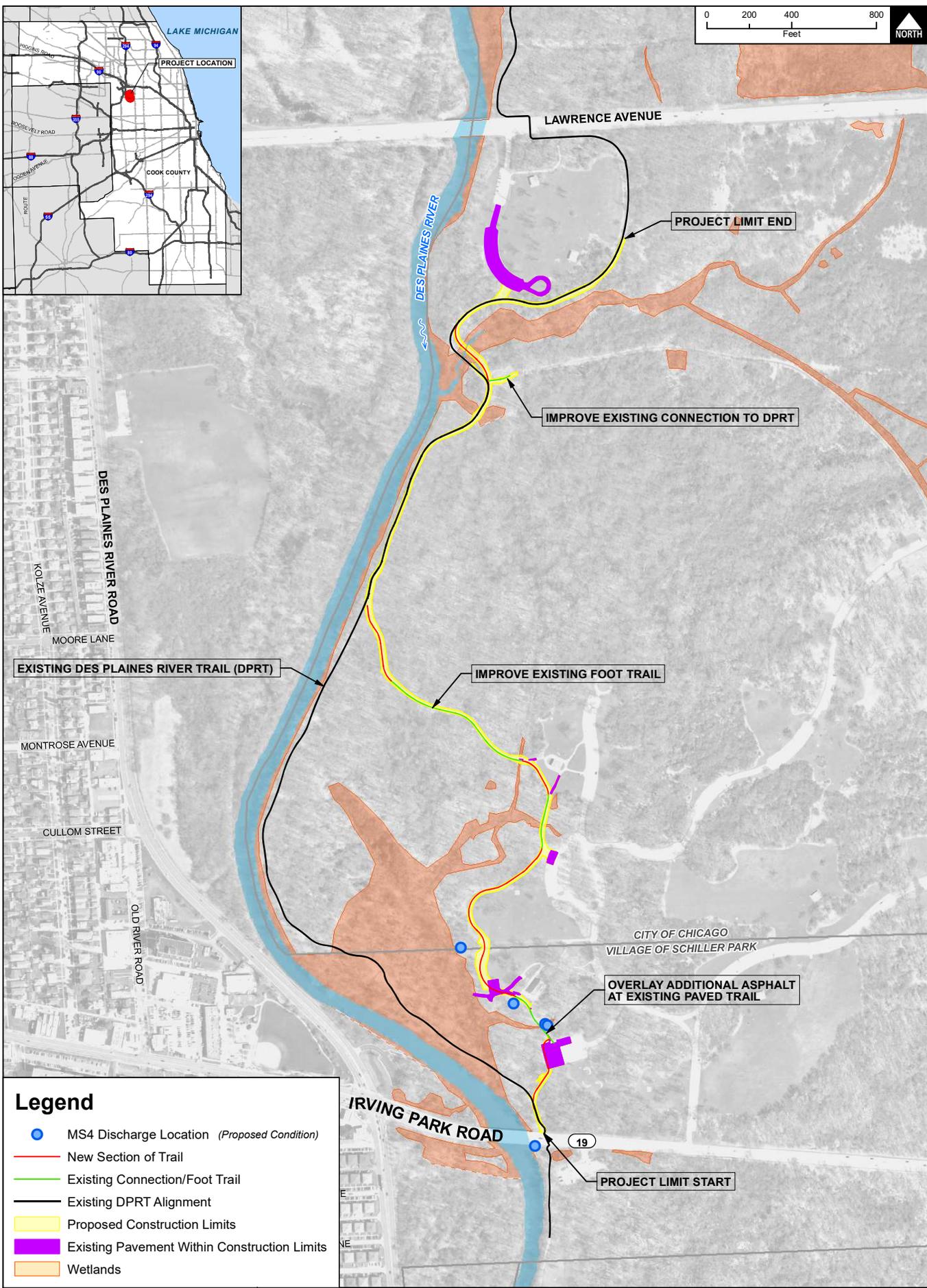
If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone 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.



**Legend**

- MS4 Discharge Location (Proposed Condition)
- New Section of Trail
- Existing Connection/Foot Trail
- Existing DPRT Alignment
- Proposed Construction Limits
- Existing Pavement Within Construction Limits
- Wetlands



TITLE:  
**LOCATION OF MS4 DISCHARGE TO SURFACE WATER**  
 DES PLAINES RIVER TRAIL - SEGMENT 4  
 BETWEEN LAWRENCE AVE AND IRVING PARK RD

PROJ. NO. 230454  
 DATE: 04/17/2024  
 SHEET 1 OF 1  
 DRAWING NO.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.	SCALE:	1:4,800
DWN.	DRW.	AUTHOR: DWALTERS
CHKD.		PLOT DATE: 8/28/2024
FILE:	MS4 Discharge Exhibit	

**EXH**



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

*This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.*

For Office Use Only

### OWNER INFORMATION

Permit No. ILR10 \_\_\_\_\_

Company/Owner Name: Forest Preserves of Cook County

Mailing Address: 536 N. Harlem Avenue

Phone: (708) 771-1355

City: River Forest State: IL Zip: 60305

Fax: \_\_\_\_\_

Contact Person: Pamela Sielski

E-mail: Pamela.sielski@cookcountyil.gov

Owner Type (select one) Special District

### CONTRACTOR INFORMATION

MS4 Community:  Yes  No

Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

### CONSTRUCTION SITE INFORMATION

Select One:  New  Change of information for: ILR10 \_\_\_\_\_

Project Name: Des Plaines River Trail (DPRT), Segment 4 - Reconstruction County: Cook

Street Address: DPRT (IL 19 to Lawrence Ave) City: Chicago IL Zip: 60656

Latitude: 41 57 39 N Longitude: 87 51 23 W 15 40N 12E  
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

Approximate Construction Start Date Jan 1, 2025 Approximate Construction End Date Dec 31, 2025

Total size of construction site in acres: 5.9

If less than 1 acre, is the site part of a larger common plan of development?

Yes  No

Fee Schedule for Construction Sites:  
Less than 5 acres - \$250  
5 or more acres - \$750

### STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency?  Yes  No

(Submit SWPPP electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov))

Location of SWPPP for viewing: Address: \_\_\_\_\_ City: \_\_\_\_\_

SWPPP contact information: \_\_\_\_\_ Inspector qualifications: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Project inspector, if different from above \_\_\_\_\_ Inspector qualifications: \_\_\_\_\_

Inspector's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

**TYPE OF CONSTRUCTION (select one)**

Construction Type Reconstruction

SIC Code: 9512

Type a detailed description of the project:

Improvements to existing multi-use trail. Existing trail alignment used to extent practical. Work completed in 4 stages (plus pre-stage) - includes installation/maintenance of ESC practices; existing path excavation/pavement removal; clearing & grubbing; haul away excess excavation/unsuitable material; drainage structure construction; placement of aggregate or granular material (subgrade, base course & surface course); boardwalk & retaining wall construction; parking lot resurfacing; PCC installation; furnish & place topsoil; final stabilization; removal of temp ESC measures; and all incidental & collateral work necessary to complete project as shown on plans/described in special provisions.

**HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE**

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency       Yes       No

Endangered Species                       Yes       No

**RECEIVING WATER INFORMATION**

Does your storm water discharge directly to:  Waters of the State    or     Storm Sewer

Owner of storm sewer system: IDOT; City of Chicago, Village of Schiller Park

Name of closest receiving water body to which you discharge: Des Plaines River

Mail completed form to: Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
or call (217) 782-0610  
FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

I certify under penalty of law that this document and all attachments were prepared under my direction and 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 this 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. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

**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))**

\_\_\_\_\_  
Owner Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Pamela Sielski  
Printed Name:

\_\_\_\_\_  
Landscape Architect/Project Manager  
Title:

## INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

***This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:***

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
or call (217) 782-0610

FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

### **Reports must be typed or printed legibly and signed.**

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

### **NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.**

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov). When submitting electronically, use Project Name and City as indicated on NOI form.



**Office of Water Resources • 2050 West Stearns Road • Bartlett, Illinois 60103**

March 20, 2024

SUBJECT: Permit No. NE2024012  
Trail Improvement Project – Segment 4  
Des Plaines River  
Cook County, Application No. N20240011

Pamela Sielski  
Forest Preserves of Cook County  
536 N. Harlem Avenue  
River Forest, Illinois 60305

Dear Ms. Sielski:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. NE2024012 authorizing the subject project. This permit does not supersede any other federal, state, or local authorizations that may be required for the project. Upon receipt and review of this permit and all conditions included therein, please properly execute, and return the attached acceptance slip within sixty (60) days from the date of this permit.

Please be advised that the Illinois Department of Natural Resources, Office of Realty & Capital Planning (ORCP) participates in the regulatory programs of the U.S. Army, Corps of Engineers (USACE) and may review this project if a USACE Section 10 or 404 permit is required. Issuance of a permit by the Office of Water Resources does not preclude ORCP's provision of comments and/or recommendations, primarily related to biological effects of the action, to the USACE and other federal agencies concerning your project.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If you are unable to complete the work by that date, you must make a written request for an extension of time.

Please contact Mark Hoskins of my staff at (847) 608-3116 if you have any questions.

Sincerely,

William T. Boyd, P.E.  
Chief, Northeastern Illinois Regulatory Programs Section

WTB/MH:  
Enclosure

cc: Chicago District, U.S. Army Corps of Engineers  
Darren Olson, Christopher B. Burke Engineering, Ltd.  
Moirra Kent, Chicago Department of Transportation  
Dave Graham, Chicago Department of Public Health  
Engineering Department, Village of Schiller Park



PERMIT NO. NE2024012  
DATE: March 20, 2024

**State of Illinois**  
**Department of Natural Resources, Office of Water Resources**

Permission is hereby granted to:

**Forest Preserves of Cook County**  
**536 N. Harlem Avenue**  
**River Forest, Illinois 60305**

to construct a recreational trail which includes an elevated boardwalk in the floodway of the Des Plaines River in the East Half of Section 15, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County,

in accordance with an application dated January 9, 2024, and the plans and specifications entitled:

**STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION, PROPOSED HIGHWAY PLANS, DES PLAINES RIVER SEGMENT 4, IRVING PARK ROAD TO LAWRENCE AVE, BIKE PATH, COVER SHEET, PLAN AND PROFILE, SHEETS 19, 20, 32 AND 33, DATED JANUARY 4, 2024, ALL RECEIVED JANUARY 12, 2024.**

Examined and Recommended:

William T. Boyd, Chief  
Northeastern IL Regulatory  
Programs Section

Approval Recommended:

Loren Wobig, Director  
Office of Water Resources

Approved:

Natalie Finnie, Director  
Department of Natural Resources

This PERMIT is subject to the terms and special conditions contained herein.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) This permit is granted in accordance with the Rivers, Lakes, and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit; and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state, or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or state agency to do the work, this permit is not effective until the federal and state approvals are obtained. If construction does not begin within two years of the date of this permit, the permittee must submit the project to EcoCat (<http://dnr.illinois.gov/EcoPublic/>) for an updated consultation under the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2027, this permit shall cease and be null and void.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING SPECIAL CONDITION:**

- a) If tree clearing is necessary, the Department recommends removing trees between November 1<sup>st</sup> and March 31<sup>st</sup> to avoid any state listed bats.



**DEPARTMENT OF BUILDINGS**

**CITY OF CHICAGO**

DATE: 7/2/2024  
TO: Patrick Maloney, PE, Assistant Chief Engineer  
FROM: Andrew Billing, PE, Lead Stormwater Reviewer  
SUBJECT: Approval of Design Plans, dated: 4/22/2024

A handwritten signature in black ink, appearing to read "CEB".

Project Name: **Desplaines River Trail – Segment 4**  
Project Address: **9001 W Lawrence Ave**  
DOB Permit Number:  
Designer/Developer: **Christopher B. Burke Engineering, Ltd.**

- Plan Approval.** The following size(s) of drain connection(s) to the main sewer(s) is/are acceptable for the subject property. Please check the plans for other permit requirements inside private property including covenants for joint maintenance.
- Conditional Plan Approval.** The following size(s) of drain connection(s) to the main sewer(s) is/are acceptable for the subject property. However, the attached comments/mark-ups as noted **must** be incorporated into the final plans. Please verify that the plans have been revised as noted and check other permit requirements inside private property including covenants for joint maintenance.

**Connection size and location:**

No new connections made to city sewers. Three 16” diameter culverts are being installed at low points along the trail that are tributary to the Desplaines River

**Restrictor size and catch basin number and location:**

16” culvert (#4)

**Rate Control BMPs:**

Due to the difficulty of providing rate control beneath the proposed trail, a watershed swap will be allowed where adjacent undisturbed area will be detained to meet the rate control requirement. 46,105 cubic feet is provided by 2.09’ of surface storage behind culvert 4 (Station 432+50). 11,112 cubic feet is required.

**Volume Control BMPs:**

The required 1,992 cubic feet is provided in stone void storage beneath the trail.

**Plan modifications described below (or shown on attached sheets) are required on the following sheet numbers:**

Sheet(s) \_\_\_\_\_  
\_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Stormwater Management Plan Review Fees:**

The following stormwater review fee has been paid prior to this stormwater approval. (See Stormwater Ordinance, Article 11-18-080, for review fees.)

- \$1,000.00 for regulated developments < 50,000 sq. ft.
- \$3,000.00 for regulated developments >= 50,000 sq. ft.
- \$1,500.00 for a variance request < 50,000 sq. ft.
- \$4,500.00 for a variance request >= 50,000 sq. ft.
- \$350.00 for a plan amendment submitted within one year of plan approval
- \$500.00 for a plan amendment submitted over one year after plan approval
- No Fee Required, reason:

Departmental requirements are subject to change. This record of approval is **valid for one year** from the date of issue indicated above. It is the designer's/developer's responsibility to field check the size, location, and invert elevation of existing sewers and other city-owned or private utilities prior to the start of construction.

Please be advised: this document is a stormwater design approval; **this is not a permit** to perform the work shown on the plans. The contractor must obtain all required permits prior to beginning construction including, but not limited to, the sewer permit, street opening permit, driveway permit, etc.

Originated by: **Benjamin Stammis, PE, V3 Companies, Stormwater Consultant**  
cc-Designer: **Darren Olson, PE, Christopher B. Burke Engineering, Ltd.**

PD Approval



**DEPARTMENT OF THE ARMY**  
**U.S. ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT**  
**231 SOUTH LA SALLE STREET, SUITE 1500**  
**CHICAGO IL 60604-1437**

August 20, 2024

Regulatory Branch (LRC-2024-00103)

**SUBJECT: Nationwide Permit Authorization for 0.012 Acre of Permanent Wetland Impact at Cook County Forest Preserve property, East of the Des Plaines River, Between Lawrence Avenue and Irving Park Road, Chicago and Schiller Park, Cook County, Illinois (Latitude 41.96579°N, Longitude -87.85368°W)**

Pamela Sielski  
Forest Preserves of Cook County  
536 N. Harlem Avenue  
River Forest, Illinois, 60305

Dear Mr./Mrs. Sielski:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your pre-construction notification for the above referenced project, dated 07/22/2024, for authorization under the Nationwide Permit (NWP) Number 42 (NWP 42 Recreational Facilities), submitted on your behalf by Thomas McArdle (Christopher B. Burke Engineering, Ltd.). This office has verified that your proposed activity complies with the terms and conditions of the NWP.

This determination covers only your project as described above and in the approved project plans titled, "Proposed Highway Plans Desplaines River Segment 4 Irving Park Road to Lawrence Bike Path", dated 02/05/2024, prepared by Christopher B. Burke Engineering, Ltd. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If the design, location, or purpose of the project is changed, it is recommended that you contact this office to determine the need for further authorization.

The subject activity may be performed without further authorization from this office provided that the activity complies with the NWP terms and general conditions, the regional conditions for Illinois, the special conditions listed below, and the Section 401 Water Quality Certification ("WQC") conditions added by the Illinois Environmental Protection Agency ("IEPA"). The NWP Program terms, general conditions, and regional conditions are listed in the enclosed NWP Summary. The WQC conditions are listed in the enclosed Fact Sheet.

Specifically, we wish to draw your attention to General Condition 21, which requires permittees to notify our office immediately in the event of discovery of previously unknown human remains, Native American cultural items, or archaeological artifacts, and a term of the NWP program, which states that NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

In addition to the general, regional, and water quality conditions of this permit verification, the following special conditions also apply to this verification:

1. Prior to the commencement of any work, you shall receive a determination by SWCD that the Soil Erosion and Sediment Control (SESC) plans meet technical standards.
2. To avoid potential impacts to the northern long-eared bat (*Myotis septentrionalis*), tree clearing (trees 3" DBH or greater) shall only occur between October 1 and March 31 of any construction year.
3. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the North Cook County Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.
  - a. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. You shall contact the SWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.
  - b. You shall notify this office of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
  - c. Prior to commencement of any in-stream work, you shall submit construction plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.

Please note that IEPA has issued Section 401 Water Quality Certification for this NWP. The conditions of this WQC are automatically conditions of this NWP verification and are included in the enclosed Fact Sheet. If you have any questions regarding Section 401 certification, please contact IEPA's Division of Water Pollution Control, Permit Section #15, by telephone at (217) 785-6939.

This verification is valid until March 14, 2026, when NWP 42 is scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or any project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification as required by general condition 30. If you have any questions, please contact Charissa Lindquist of this office by telephone at (312) 846-5536, or email at [Charissa.J.Lindquist@usace.army.mil](mailto:Charissa.J.Lindquist@usace.army.mil).

Sincerely,

Soren G. Hall

Digitally signed by Soren  
G. Hall  
Date: 2024.08.20  
14:29:41 -05'00'

Soren Hall  
Team Leader  
Regulatory Branch

Enclosures

cc:

Christopher B. Burke Engineering, Ltd (Thomas McArdle)





# WATERSHED MANAGEMENT PERMIT

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

LOCAL SEWER SYSTEMS SECTION  
111 EAST ERIE STREET, CHICAGO, IL 60611  
[www.mwrdd.org/wmo](http://www.mwrdd.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.mwrdd.org/wpPASS](http://www.mwrdd.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://mwrdd.org/form/lsss-payment>. For any questions or assistance with submitting the permit application please email us at [wpASS@mwrdd.org](mailto:wpASS@mwrdd.org) or call (312) 751-3255.

### NAME AND LOCATION OF PROJECT

Name of Project (as shown on the plan set): Reconstruction of Des Plaines River Trail - Segment 4

Location of Project (address or with respect to two major streets): Northern Project End: Approx. 550' south, 1500' west of Lawrence and Cumberland intersection

Southern Project End: Approx. 800' east of Irving Park Rd and N River Rd intersection

Municipality (Township, if unincorporated): Village of Schiller Park

PIN (include all impacted, use additional sheet if necessary): 12 - 15 - 400 - 006 - 0000 , 12 - 15 - 400 - 004 - 0000

### 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 checked="" 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 checked="" 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 checked="" 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: 2/29/2024 Permit Issued: 8/1/2024

PERMIT ISSUED BY:  DISTRICT  Authorized Municipality

# WMO PERMIT

## GENERAL CONDITIONS

WMO Permit Number: 2024-0069

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: 2024-0069

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: 2024-0069

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. 2024-0069

1. **NAME OF PROJECT** Reconstruction of Des Plaines River Trail - Segment 4  
(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 N/A

**3. RECEIVING SANITARY/COMBINED SEWER SYSTEM**

A. System that project will connect to is:  
 Existing                       Proposed /Under Construction → District Permit # N/A  
List owners of all sewers from project to District interceptor \_\_\_\_\_

**4. RECEIVING STORM SEWER SYSTEM TRIBUTARY TO WATERWAY**

A. System that project will connect to is:  
 Existing                       Proposed /Under Construction → District Permit # N/A  
List owners of all sewers from project to waterway N/A

**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**

		<u>Impervious area within project</u>
A. Total contiguous ownership interest	<u>26.16</u> acres	C. Before development <u>0.7963</u> acres
B. Development Area	<u>0.85</u> acres	D. After development <u>0.6442</u> acres

\*Disturbance occurs in Open Space Development and Wooded Areas

**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.

2024-0069

PROJECT NAME: Reconstruction of Des Plaines River Trail - Segment 4

(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 Choose one	Choose an Choose one	Choose an Choose one	Choose an Choose one	Choose Choose one	Choose an Choose one	Choose Choose one
Pipe Size (in.)							
Total Length (ft.)							
Min. slope used (%)							
Pipe Material *							
Total Manholes							
Total Cleanouts							
Catch Basin/Inlets							

\* 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 Reconstruction of Des Plaines River Trail from south of Lawrence Ave to north of Irving Park Rd.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Publicly financed              | <input type="checkbox"/> Sewer extension to serve future development     |
| <input type="checkbox"/> Sewer system serving a subdivision        | <input type="checkbox"/> Storm sewers in combined sewer area             |
| <input type="checkbox"/> Off-site trunk sewer to serve subdivision | <input type="checkbox"/> Service connections to serve buildings (Sch. C) |
| <input type="checkbox"/> Other _____                               |  |

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.

2024-0069

(FILL OUT ALL SECTIONS THAT APPLY)

## 1. BUILDING CONNECTION DATA

### A. RESIDENTIAL BUILDINGS

<input type="checkbox"/> Single Family	Total dwelling units *	_____	
	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 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 D

WMO Permit Number: 2024-0069

## STORMWATER MANAGEMENT FACILITIES

NAME OF PROJECT: Reconstruction of Des Plaines River Trail - Segment 4  
*(Submit a separate Schedule D for each stormwater facility, as needed)*

**1. RUNOFF REQUIREMENTS:** Submit calculations and an exhibit that delineates the 100-year critical storm conveyed by the major stormwater system including cross-sections indicating the HGL at critical points (e.g. overflow weirs)

- A. Method used to calculate the 100-year peak design runoff rate:  
 Hydrologic model       Rational Method →  $i_{100\text{-year}}$  \_\_\_\_\_ in/hr
- B. Onsite tributary area to the major stormwater system..... C or CN 82(SA 1A), 79 (SA 1B) , 6.63 (Total SA 1) acres
- C. Offsite tributary area to the major stormwater system..... C or CN 0 , 0 acres
- D. Total tributary area to the major stormwater system..... C or CN 81 (Avg. CN for SA 1) , 6.63 (Total SA 1) acres
- E. Ratio of offsite to onsite tributary area..... 0
- F. Time-of-concentration..... 29 (SA 1A), 40 (SA 1B) minutes
- G. 100-year peak design runoff rate..... 18.10 cfs
- H. Capacity of major stormwater system discharging offsite..... 22.74 cfs
- I. Offsite discharge location of the major stormwater system:  
 ROW/drainage easement       Adjacent property *(submit calculations to comply with §502.3.B)*
- J. Type and location of major stormwater system: Culvert #1
- K. Building lowest entry elevation(s) are located at least 1 foot above the adjacent HGL:  
*(Submit calculations and cross-sections showing the lowest entry elevation(s) and adjacent HGL)*  
 Yes       No *(for existing buildings located within the property holdings, submit acknowledgment)*

**2. VOLUME CONTROL REQUIREMENTS:** Submit calculations and a detail for the volume control facility including a cross-section indicating relevant elevations and the seasonal high groundwater table (SHGWT).

- A. Does the site have any restrictive covenants related to environmental conditions (e.g., NFR letter)?  
 No       Yes → Explain: \_\_\_\_\_
- B. Site constraint(s) that precludes the use of onsite retention-based practices *(submit documentation)*:  
 None       SHGWT       Contaminated Soil       Other: N/A
- C. Proposed impervious area of development..... \_\_\_\_\_ acres
- D. Gross volume control storage (2.C / 12)..... \_\_\_\_\_ ac-ft
- E. The onsite gross volume control storage may be reduced when a site constraint is present:
  - 1. Existing impervious area within development..... \_\_\_\_\_ acres
  - 2. VC storage reduction (5)(2.D)[1 - (2.C / 2.E.1)]..... \_\_\_\_\_ ac-ft
- F. Required volume control storage (2.D - 2.E.2)..... \_\_\_\_\_ ac-ft
- G. Provided volume within retention-based practice..... \_\_\_\_\_ ac-ft
- H. Volume control facility (*\*only when a site constraint is present*)
  - Retention-based practice → Type of practice: \_\_\_\_\_
  - Flow-through practice\* → Type of practice: \_\_\_\_\_
  - Detention Storage\* → Type of facility: \_\_\_\_\_
  - Offsite retention-based practice\* → WMO Permit Number: \_\_\_\_\_
- I. Designed as an offsite retention-based practice:
  - No       Yes → Impervious runoff volume tributary to facility..... \_\_\_\_\_ ac-ft

**SCHEDULE D**

WMO Permit Number: 2024-0069

**STORMWATER MANAGEMENT FACILITIES**

**3. DETENTION REQUIREMENTS:** Submit calculations and an exhibit that includes a cross-section of the detention facility and a detail of the control structure, and delineates the tributary, unrestricted, depressional storage, and bypass areas with the acreage and curve number indicated.

- A. Watershed specific release rate (*Appendix B*) \_\_\_\_\_ cfs/ac
- B. Detention service area \_\_\_\_\_ acres
- C. Gross allowable release rate \_\_\_\_\_ cfs
- D. Unrestricted area \_\_\_\_\_ CN \_\_\_\_\_ , \_\_\_\_\_ acres
- E. Unrestricted release rate (*100-year, 24-hour storm*) \_\_\_\_\_ cfs
- F. Depressional storage release rate adjustment (*100-year, 24-hour storm*) \_\_\_\_\_ cfs
- G. Net allowable release rate (*3.C - 3.E - 3.F*) \_\_\_\_\_ cfs
- H. Control structure (restrictor) information:
  - 1. Diameter \_\_\_\_\_ in
  - 2. Actual Release Rate \_\_\_\_\_ cfs
  - 3.  $C_d$  \_\_\_\_\_
  - 4. HWL \_\_\_\_\_ ft
  - 5. Type \_\_\_\_\_
  - 6. Invert elevation \_\_\_\_\_ ft
- I. Method used to determine the required detention volume:
  - Hydrologic Model
  - Nomograph
- J. Time-of-concentration \_\_\_\_\_ minutes
- K. Area detained (*include trade areas*) \_\_\_\_\_ CN \_\_\_\_\_ , \_\_\_\_\_ acres
- L. Adjusted CN (*when onsite retention-based practices are provided*) \_\_\_\_\_
- M. Required detention volume at actual release rate (*3.H.2*) \_\_\_\_\_ ac-ft
- N. Provided detention volume at HWL (*3.H.4*) \_\_\_\_\_ ac-ft
- O. Drawdown time \_\_\_\_\_ hours
- P. Type of stormwater detention facility: \_\_\_\_\_
- Q. Designed as an offsite detention facility:
  - No  Yes → Runoff volume tributary to facility \_\_\_\_\_ ac-ft

**4. OFFSITE DETENTION REQUIREMENTS:** This item is only applicable when the development utilizes an offsite detention facility to comply with the detention requirements.

- A. Site limitation(s) that precludes the use of an onsite detention facility (*submit justification*):
  - Floodway  Shallow Bedrock  Other: N/A
- B. Area requiring detention \_\_\_\_\_ CN \_\_\_\_\_ , \_\_\_\_\_ acres
- C. Runoff volume from area to be detained offsite \_\_\_\_\_ ac-ft
- D. WMO Permit Number for offsite detention facility \_\_\_\_\_



Christopher B. Burke Engineering, Ltd.

Name: Darren T. Olson, PE, CFM, D.WRE

Phone: (847)823-0500

Title: President, Water Resources

Email: dolson@cbbel.com

Signature: *Darren Olson*

Date: 2/12/24

# SCHEDULE H

WMO Permit Number: 2024-0069

## FLOODPLAIN/FLOODWAY & RIPARIAN ENVIRONMENTS

NAME OF PROJECT: Reconstruction of Des Plaines River Trail - Segment 4

### 1. TYPE OF DEVELOPMENT (check one below):

- Single-Family Home       Residential Subdivision       Multi-Family Residential  
 Non-Residential       Right-of-Way       Open Space

### 2. FEMA FIRM PANELS

Provide the Cook County FIRM panel(s) for the site: 17031C0378J (effective August 19, 2008)

### 3. FLOODPLAIN

A. Is there regulatory floodplain located onsite?

No     Yes → Provide the name(s) of the flooding source(s): Des Plaines River

B. Is there Zone A floodplain within 100 feet of the project site or does the site require a project-specific floodplain study?     No     Yes

C. If the answer to 3.A or 3.B is “Yes”, complete the following.

List the BFE(s) on the project site (Round to the nearest 0.1 ft. If more than one BFE, list each individually):

627.30 ft, NAVD 88.

Provide the elevation source(s) of the BFE(s):

FEMA Cook County FIS Profiles (see Appendix 2 of the Stormwater Report)

D. Does the project include development of a residential building within 100-ft of the regulatory floodplain?

No     Yes

E. If the development includes a new building or a foundation expansion of an existing building that increases the building footprint by the lesser of either 20% or 2,500 square feet, in aggregate, provide the lowest floor elevation: N/A ft, NAVD 88.

F. Does the project result in fill in the floodplain?     No     Yes → Provide floodplain fill and compensatory storage quantities:

Floodplain Fill (acre-feet)		Compensatory Storage Provided (acre-feet)	
<u>0.0019</u>	0 – 10 Year	<u>0.01</u>	0 – 10 Year*
<u>0.0794</u>	10 – 100 Year	<u>0.09</u>	10 – 100 Year*
<u>0.0813</u>	Total	<u>0.10</u>	Total**

\* Must be at least 1.0 times the floodplain fill

\*\* Must be at least 1.1 times the floodplain fill

**SCHEDULE H**

WMO Permit Number: 2024-0069

**FLOODPLAIN/FLOODWAY & RIPARIAN ENVIRONMENTS**

**4. FLOODWAY**

A. Is any part of the development in the regulatory floodway?

No  Yes → Provide copy of IDNR-OWR Floodway Construction Permit for the development and describe appropriate use: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Does the development involve a waterway with greater than one square mile of tributary area?

No  Yes → Provide copy of IDNR-OWR Floodway Construction Permit for the development

**5. RIPARIAN ENVIRONMENTS**

A. Is there a riparian environment located onsite?

No  Yes → Proceed to Items 5.B and 5.C

B. Indicate the conditions that apply:

Jurisdictional Waters of the U.S. (50-ft buffer from OHWM)

Jurisdictional or isolated waters with BSC of "A" or "B" or BSS Streams (100-ft buffer from OHWM)

Isolated Waters (30-ft buffer from OHWM)

C. Is the riparian environment adversely impacted by the development?

No  Yes → Proceed to Item 6

**6. MITIGATION FOR RIPARIAN IMPACTS**

Prepare a riparian submittal and briefly describe the impacts and proposed mitigation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Engineering Firm: Christopher B. Burke Engineering Ltd.



Name: Darren T. Olson, PE, CFM, D.WRE

Phone: (847)823-0500

Title: Vice President & Department Head, Water Resources

Email: dolson@cbbel.com

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2/21/24

# SCHEDULE P

## SOIL EROSION AND SEDIMENT CONTROL

WMO Permit Number: 2024-0069

NAME OF PROJECT: Reconstruction of Des Plaines River Trail - Segment 4

### 1. PROJECT INFORMATION:

A. Project Area (include all disturbed area) ..... 6.63 (Total) acres

B. Stormwater discharges directly to:

Storm Sewer

Combined Sewer

Overland Flow Route

Waters of the State → Name of water body: Des Plaines River

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:

The project area will be delineated with perimeter erosion carrier and covered with temporary seeding, and erosion control blanket. In addition, wetlands

are bound by an orange construction fence and marked on the plans as no-intrusion zones. Double-row silt fences are used in flood protection and wetland areas.

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: Temporary Erosion Control Blanket

Other: \_\_\_\_\_

B. Indicate all permanent soil erosion control practices installed as part of the project:

Vegetative Control  Velocity Dissipation

Other: Erosion Control Blanket (SPL)

Other: \_\_\_\_\_

# SCHEDULE W

## WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

WMO Permit Number: 2024-0069

NAME OF PROJECT: Segment 4 - Des Plaines River Trail Reconstruction

Complete all items, unless instructed to proceed to a later section.

1. **WETLAND IDENTIFICATION:** Waters of the U.S./Wetland #26 (only wetland in Schiller Park portion of project)

2. **ONSITE WETLANDS** (*Wetlands located within the property holdings are considered onsite wetlands. If multiple wetlands are located within the property holdings, submit a separate Schedule W for each wetland.*)

A. Is a wetland or farmed wetland located on the property interest?

No → Proceed to Item 3       Yes → Delineate wetland per §603.3. Proceed to Item 2.B

B. Is the onsite wetland within the development area or within 100 feet of the development?

No → Proceed to Item 2.C       Yes → Submit a copy of the US Army Corps of Engineers (Corps) Jurisdictional Determination letter. Proceed to Item 2.D

C. Is an indirect wetland impact proposed?

No → Proceed to Item 3       Yes → Submit a copy of the US Army Corps of Engineers (Corps) Jurisdictional Determination letter. Proceed to Item 2.D

D. Does the Corps regulate the onsite wetland?

No → Proceed to Item 2.F       Yes → Proceed to Item 2.E

E. Will the Corps regulated wetland be impacted by the development?

No → Proceed to Item 5       Yes → Submit a copy of the Corps permit application. (Approved Corps permit required prior to issuance.) Proceed to Item 4

F. Will the isolated wetland or associated buffer be impacted by the development?

No → Proceed to Item 5       Yes → Proceed to Item 4

3. **OFFSITE WETLANDS** (*Wetlands located outside the property holdings are considered offsite wetlands. If multiple wetlands are located offsite within 100 feet of the property holdings, submit a separate Schedule W for each wetland.*)

A. Is there an offsite wetland located within 100 feet of the development site?

No → Proceed to Item 3.E       Yes → Delineate wetland per §603.5 and follow §603.6. Proceed to Item 3.B

B. Can a Corps Jurisdictional Determination letter be obtained?

No → Consider high quality isolated wetland Proceed to Item 3.C       Yes → Proceed to Item 3.C

C. Does the wetland buffer extend onto the development?

No → Proceed to Item 3.E       Yes → Proceed to Item 3.D

D. Is the wetland or associated buffer impacted by the development?

No → Proceed to Item 3.E       Yes → Proceed to Item 4

E. Is an indirect wetland impact proposed?

No → Proceed to Item 5       Yes → Proceed to Item 4

# SCHEDULE W

WMO Permit Number: 2024-0069

## WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

### 4. MITIGATION FOR WETLAND IMPACTS

- Standard Isolated       High Quality Isolated       Corps Jurisdictional

Prepare the wetland/buffer submittal and briefly describe the impacts and proposed mitigation, below. (If the wetland is a Corps regulated wetland, briefly describe the wetland impacts and mitigation proposed under the Corps permit.)

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### 5. STORMWATER DETENTION WITHIN THE WETLAND

- A. Is stormwater detention proposed within the wetland?  
 No → Proceed to Item 6       Yes → Proceed to Item 5.B
- B. Is the wetland regulated by the Corps and is a Corps permit required for the development?  
 No → Proceed to Item 5.D       Yes → Proceed to Item 5.C
- C. Did the Corps approve placing detention in the wetland?  
 No → Detention not allowed       Yes → Submit a copy of the approved Corps permit  
Proceed to Item 6
- D. Is the wetland considered a high quality isolated wetland?  
 No → Hydrologic study required       Yes → Detention not allowed

### 6. RIPARIAN ENVIRONMENTS

- A. Is there a riparian environment located onsite?  
 No → Proceed to Item 8       Yes → Proceed to Items 6.B and 6.C
- B. Indicate the conditions that apply:  
 Jurisdictional Waters of the U.S. (50-ft buffer from OHWM)  
 Jurisdictional or isolated waters with BSC of "A" or "B" or BSS Streams (100-ft buffer from OHWM)  
 Isolated Waters (30-ft buffer from OHWM)
- C. Is the riparian environment adversely impacted by the development?  
 No → Proceed to Item 8       Yes → Proceed to Item 7

### 7. MITIGATION FOR RIPARIAN IMPACTS

- A. Prepare a riparian submittal and briefly describe the impacts and proposed mitigation: \_\_\_\_\_  
The trail improvements require minor adjacent disturbance to riparian area within the project site. The majority of riparian area consists of compacted mud adjacent to the existing trail alignment. The minor area of impacted riparian area will be seeded and blanketed with IDOT native seeding as in-kind mitigation as required. Please see previously submitted Riparian Mitigation Plan.

### 8. WETLAND SPECIALIST CERTIFICATION

**NOTE:** If the answers to Items 2.D, 2.F, 3.E, 5.A or 6.C are yes, prepare the appropriate wetland, buffer and riparian environment submittals with supporting documentation along with the Watershed Management Permit application. (Electronic signatures are not accepted.)

Company/Agency: Christopher B. Burke Engineering, Ltd.

Wetland Specialist: Thomas McArdle Title: Ecologist

Signature:  Date: 7/9/24

## **SPECIAL CONDITIONS FOR PERMIT NO 2024-0069**

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. This permit is issued subject to the runoff requirements of the WMO and in reliance of the drainage certification submitted by the design engineer. Development under this permit shall not increase flood elevations or decrease flood conveyance capacity of the area upstream or downstream of the developed property covered under this permit.
3. This permit is issued subject to the open space requirements of the WMO only, and is not subject to the volume control and detention requirements.
4. Construction must conform to the floodplain requirements of this permit and any other local and/or state requirements.
5. Construction must conform to the compensatory storage requirements of this permit and any other local and/or state requirements.
6. Construction must conform to the wetland and riparian requirements of this permit and the requirements of the U.S. Army Corps of Engineers. The issuance of this permit does not relieve the Permittee/Co-Permittee from making proper notices to or obtaining proper authorization from the U.S. Army Corps of Engineers, as may be necessary.

# ENGINEERING CERTIFICATIONS

Watershed Management Permit No. \_\_\_\_\_

2024-0069

**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: Christopher B. Burke Engineering, Ltd. Telephone: (847) 823 - 0500

Address: 9575 W. Higgins Road, Suite 600 City: Rosemont Zip: 60018

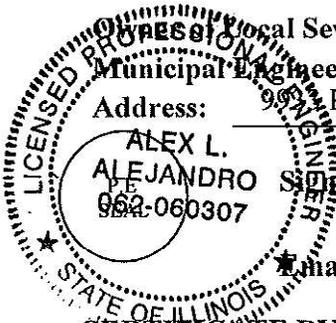


Signature: *Mark Thomas* Date: 02/20/2024  
(Name and Title)

Email Address: mthomas@cbbel.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



Local Sewer System: Village of Schiller Park

Municipal Engineer: Edwin Hancock Engineering Telephone: 708-865-0300

Address: 9575 Roosevelt Road City: Westchester, IL Zip: 60154

Signature: *Alex Alejandro* Date: 2-26-24  
(Name and Title)

Email Address: Aalexandro@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: Christopher B. Burke Engineering, Ltd. Telephone: 847-823-0500

Address: 9575 W. Higgins Road City: Rosemont Zip: 60018



Signature: *Owen Wattle* Resident Engineer Date: 02/20/2024  
(Name and Title)

Email Address: owattle@cbbel.com

**SPECIAL CONDITIONS**

Watershed Management Permit No.

2024-0069

This Permit is issued subject to the General Conditions and the attached Special Conditions.

If Permit is granted:

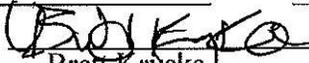
- Please return two (2) copies of the Permit to the Permittee; or
- Please mail one (1) copy to Permittee and one (1) copy to the person designated below:

Name: Darren T. Olson, PE, CFM, D.WRE

Address : 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018

Email : dolson@cbbel.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 checked="" type="checkbox"/> No If yes. Co-Permittee shall be beneficiary with Power of Direction
Municipality <u>Village of Schiller Park</u>	Owner <u>Forest Preserve of Cook County</u>
Address <u>9526 Irving Park Road</u>	Address <u>536 N. Harlem Avenue</u>
City <u>Schiller Park</u> Zip <u>60176</u>	City <u>River Forest</u> Zip <u>60305</u>
Signature 	Signature <u>Pamela Sielski</u>
Name <u>Brett Kryska</u> <small>(Print)</small>	Name <u>Pamela Sielski</u> <small>(Print)</small>
Title <u>Village Manager</u>	Title <u>Landscape Architect/ Project Manager</u>
Date <u>02-28-24</u> Phone <u>847-678-2550</u>	Date <u>02/12/2024</u> Phone <u>(708)771-1355</u>
Email <u>bkryska@schillerparkil.us</u>	Email <u>pamela.sielski@cookcountyil.gov</u>

REVIEW AND APPROVAL BY THE DISTRICT OR AUTHORIZED MUNICIPALITY	
Reviewed by: <u>Michael Cunico</u> <small>(Local Sewer Systems) or (Professional Engineer)</small>	Date <u>7/30/2024</u>
Approved for Issue Approved by: <u>David M. Letta</u> <small>(For the Director of Engineering) or (Enforcement Officer)</small>	Date <u>8/1/2024</u>



# 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: Des Plaines River Trail Segment 4 Office Phone Number, if available: 847-823-0500

Physical Site Location (address, including number and street):

The Des Plaines River Trail from Lawrence Avenue to Irving Park Road

City: Schiller Park State: IL Zip Code: 60656

County: Cook Township: Chicago City

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.95915 Longitude: - 87.85498

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS  Map Interpolation  Photo Interpolation  Survey  Other

EDR First Report

IEPA Site Number(s), if assigned: BOL: None BOW: None BOA: None

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: Forest Preserve District of Cook County

Street Address: 536 N Harlem Ave

PO Box: \_\_\_\_\_

City: River Forest State: IL

Zip Code: 60305 Phone: \_\_\_\_\_

Contact: Pam Sielski

Email, if available: pamela.sielski@cookcountyil.gov

Site Operator

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

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)]:

See attached report. Review of historical topo maps to 1891, aerials to 1939 indicate Site was forested since before that time, with Irving Park Road along south. Park and Lawrence Avenue along north since after 1920. EDR did not identify Site, nor adjoining or nearby properties on environmental databases. 7 borings performed, screened with PID.

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]:

Soil samples B-1/S-2, B-2/S-2, B-3/S-2, B-4/S-2, B-5/S-2, B-6/S-1, and B-14/S-1 representing site soil conditions, collected for analysis of VOCs, PNAs total RCRA metals, & pH. Lab report 23-11309 analytical results verify soil meets MACs after chromium SPLP. pH range of 7.25 to 8.43 between 6.25 and 9.0, therefore, soils in those locations uncontaminated.

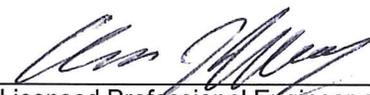
**IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist**

I, Aaron J. Ulrey (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: Testing Service Corporation  
Street Address: 360 South Main Place  
City: Carol Stream State: IL Zip Code: 60188  
Phone: 630-784-4012

Aaron J. Ulrey  
Printed Name:

  
Licensed Professional Engineer or  
Licensed Professional Geologist Signature:

1-23-2024  
Date:  


L-96,256

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)]:

See attached report. Review of historical topo maps to 1891, aerials to 1939 indicate Site was forested since before that time, with Irving Park Road along south. Park and Lawrence Avenue along north since after 1920. EDR did not identify Site, nor adjoining or nearby properties on environmental databases. 7 borings performed, screened with PID.

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]:

Soil samples B-1/S-2, B-2/S-2, B-3/S-2, B-4/S-2, B-5/S-2, B-6/S-1, and B-14/S-1 representing site soil conditions, collected for analysis of VOCs, PNAs total RCRA metals, & pH. Lab report 23-11309 analytical results verify soil meets MACs after chromium SPLP. pH range of 7.25 to 8.43 between 6.25 and 9.0, therefore, soils in those locations uncontaminated.

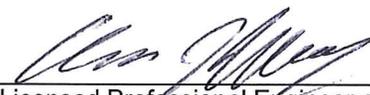
**IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist**

I, Aaron J. Ulrey (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: Testing Service Corporation  
Street Address: 360 South Main Place  
City: Carol Stream State: IL Zip Code: 60188  
Phone: 630-784-4012

Aaron J. Ulrey  
Printed Name:

  
Licensed Professional Engineer or  
Licensed Professional Geologist Signature:

1-23-2024  
Date:  


L-96,256

## 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  $\pm 2.0$  percent of the actual quantity of material delivered.”

80274

**CEMENT, TYPE IL (BDE)**

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement .....1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL .....1001”

80449

## **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

## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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 using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

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* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), 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: March 2, 2019

**FEDERAL 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 by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

**STATE OBLIGATION.** This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

**CONTRACTOR ASSURANCE.** The Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

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 contracts funded in whole or in part with federal or state funds. 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:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

**OVERALL GOAL SET FOR THE DEPARTMENT.** As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 14.00 % 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. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must 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 Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not 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.

GOOD FAITH EFFORT PROCEDURES. 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 enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will 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 bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts the bidder has made. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the

bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

**CALCULATING DBE PARTICIPATION.** The Utilization Plan values represent work anticipated to be performed 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 companies. 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 counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

**CONTRACT COMPLIANCE.** Compliance with this Special Provision is an essential part of the contract. 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 goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov).
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of 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.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore 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 on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. 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. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (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.

- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

80029

## **HOT-MIX ASPHALT (BDE)**

Effective: January 1, 2024

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 ( $G_{mm}$ ) will be based on the running average of four available Department test results for that project. If less than four  $G_{mm}$  test results are available, an average of all available Department test results for that project will be used. The initial  $G_{mm}$  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  $G_{mm}$ .”

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 ( $G_{mm}$ ) will be the Department mix design verification test result.”

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

“Production is not required to stop after a test strip has been constructed.”

80456

## 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, $\Delta T_c$ , 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 µm)	95 ± 5
No. 50 (300 µm)	> 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.

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, $\Delta T_c$ , 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.

Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
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 % <sup>1/2/</sup>			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
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.”

## **PORTLAND CEMENT CONCRETE (BDE)**

Effective: August 1, 2023

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.”

80451

## 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

## **SEEDING (BDE)**

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

**“250.07 Seeding Mixtures.** The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
1 Lawn Mixture 1/	Kentucky Bluegrass	100 (110)
	Perennial Ryegrass	60 (70)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
1A Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
	<i>Festuca brevipilla</i> (Hard Fescue)	20 (20)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	60 (70)
1B Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/	150 (170)
	Perennial Ryegrass	20 (20)
	Red Top	10 (10)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
2 Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	100 (110)
	Perennial Ryegrass	50 (55)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	30 (20)
	<i>Festuca brevipila</i> (Hard Fescue)	30 (20)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	60 (70)
3 Northern Illinois Slope Mixture 1/	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	5 (5)
	Perennial Ryegrass	20 (20)
	Alsike Clover 4/	5 (5)
	<i>Desmanthus illinoensis</i> (Illinois Bundleflower) 4/ 5/	2 (2)
	<i>Schizachyrium scoparium</i> (Little Bluestem) 5/	12 (12)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	10 (10)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	30 (35)
	Oats, Spring	50 (55)
	Slender Wheat Grass 5/	15 (15)
	Buffalo Grass 5/ 7/	5 (5)
	3A Southern Illinois Slope Mixture 1/	Perennial Ryegrass
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		20 (20)
<i>Panicum virgatum</i> (Switchgrass) 5/		10 (10)
<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/		12 (12)
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		10 (10)
<i>Dalea candida</i> (White Prairie Clover) 4/ 5/		5 (5)
<i>Rudbeckia hirta</i> (Black-Eyed Susan) 5/		5 (5)
Oats, Spring		50 (55)

Class – Type	Seeds	lb/acre (kg/hectare)
4 Native Grass 2/ 6/	<i>Andropogon gerardi</i> (Big Blue Stem) 5/	4 (4)
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Panicum virgatum</i> (Switch Grass) 5/	1 (1)
	<i>Sorghastrum nutans</i> (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
	4A Low Profile Native Grass 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		5 (5)
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		1 (1)
<i>Sporobolus heterolepis</i> (Prairie Dropseed) 5/		0.5 (0.5)
Annual Ryegrass		25 (25)
Oats, Spring		25 (25)
Perennial Ryegrass		15 (15)
4B Wetland Grass and Sedge Mixture 2/ 6/	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Wetland Grasses (species below) 5/	6 (6)
<u>Species:</u>		<u>% By Weight</u>
<i>Calamagrostis canadensis</i> (Blue Joint Grass)		12
<i>Carex lacustris</i> (Lake-Bank Sedge)		6
<i>Carex slipata</i> (Awl-Fruited Sedge)		6
<i>Carex stricta</i> (Tussock Sedge)		6
<i>Carex vulpinoidea</i> (Fox Sedge)		6
<i>Eleocharis acicularis</i> (Needle Spike Rush)		3
<i>Eleocharis obtusa</i> (Blunt Spike Rush)		3
<i>Glyceria striata</i> (Fowl Manna Grass)		14
<i>Juncus effusus</i> (Common Rush)		6
<i>Juncus tenuis</i> (Slender Rush)		6
<i>Juncus torreyi</i> (Torrey's Rush)		6
<i>Leersia oryzoides</i> (Rice Cut Grass)		10
<i>Scirpus acutus</i> (Hard-Stemmed Bulrush)		3
<i>Scirpus atrovirens</i> (Dark Green Rush)		3
<i>Bolboschoenus fluviatilis</i> (River Bulrush)		3
<i>Schoenoplectus tabernaemontani</i> (Softstem Bulrush)		3
<i>Spartina pectinata</i> (Cord Grass)		4

Class – Type	Seeds	lb/acre (kg/hectare)
5	Forb with Annuals Mixture 2/ 5/ 6/	Annuals Mixture (Below) Forb Mixture (Below)
		1 (1) 10 (10)
	Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:	
	<i>Coreopsis lanceolata</i> (Sand Coreopsis) <i>Leucanthemum maximum</i> (Shasta Daisy) <i>Gaillardia pulchella</i> (Blanket Flower) <i>Ratibida columnifera</i> (Prairie Coneflower) <i>Rudbeckia hirta</i> (Black-Eyed Susan)	
	Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:	
	<i>Amorpha canescens</i> (Lead Plant) 4/ <i>Anemone cylindrica</i> (Thimble Weed) <i>Asclepias tuberosa</i> (Butterfly Weed) <i>Aster azureus</i> (Sky Blue Aster) <i>Symphotrichum leave</i> (Smooth Aster) <i>Aster novae-angliae</i> (New England Aster) <i>Baptisia leucantha</i> (White Wild Indigo) 4/ <i>Coreopsis palmata</i> (Prairie Coreopsis) <i>Echinacea pallida</i> (Pale Purple Coneflower) <i>Eryngium yuccifolium</i> (Rattlesnake Master) <i>Helianthus mollis</i> (Downy Sunflower) <i>Heliopsis helianthoides</i> (Ox-Eye) <i>Liatris aspera</i> (Rough Blazing Star) <i>Liatris pycnostachya</i> (Prairie Blazing Star) <i>Monarda fistulosa</i> (Prairie Bergamot) <i>Parthenium integrifolium</i> (Wild Quinine) <i>Dalea candida</i> (White Prairie Clover) 4/ <i>Dalea purpurea</i> (Purple Prairie Clover) 4/ <i>Physostegia virginiana</i> (False Dragonhead) <i>Potentilla arguta</i> (Prairie Cinquefoil) <i>Ratibida pinnata</i> (Yellow Coneflower) <i>Rudbeckia subtomentosa</i> (Fragrant Coneflower) <i>Silphium laciniatum</i> (Compass Plant) <i>Silphium terebinthinaceum</i> (Prairie Dock) <i>Oligoneuron rigidum</i> (Rigid Goldenrod) <i>Tradescantia ohiensis</i> (Spiderwort) <i>Veronicastrum virginicum</i> (Culver's Root)	

Class – Type	Seeds	lb/acre (kg/hectare)
5A Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Aster novae-angliae</i> (New England Aster)	5
	<i>Echinacea pallida</i> (Pale Purple Coneflower)	10
	<i>Helianthus mollis</i> (Downy Sunflower)	10
	<i>Heliopsis helianthoides</i> (Ox-Eye)	10
	<i>Liatris pycnostachya</i> (Prairie Blazing Star)	10
	<i>Ratibida pinnata</i> (Yellow Coneflower)	5
	<i>Rudbeckia hirta</i> (Black-Eyed Susan)	10
	<i>Silphium laciniatum</i> (Compass Plant)	10
	<i>Silphium terebinthinaceum</i> (Prairie Dock)	20
	<i>Oligoneuron rigidum</i> (Rigid Goldenrod)	10
5B Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Acorus calamus</i> (Sweet Flag)	3
	<i>Angelica atropurpurea</i> (Angelica)	6
	<i>Asclepias incarnata</i> (Swamp Milkweed)	2
	<i>Aster puniceus</i> (Purple Stemmed Aster)	10
	<i>Bidens cernua</i> (Beggarticks)	7
	<i>Eutrochium maculatum</i> (Spotted Joe Pye Weed)	7
	<i>Eupatorium perfoliatum</i> (Boneset)	7
	<i>Helenium autumnale</i> (Autumn Sneezeweed)	2
	<i>Iris virginica shrevei</i> (Blue Flag Iris)	2
	<i>Lobelia cardinalis</i> (Cardinal Flower)	5
	<i>Lobelia siphilitica</i> (Great Blue Lobelia)	5
	<i>Lythrum alatum</i> (Winged Loosestrife)	2
	<i>Physostegia virginiana</i> (False Dragonhead)	5
	<i>Persicaria pensylvanica</i> (Pennsylvania Smartweed)	10
	<i>Persicaria lapathifolia</i> (Curlytop Knotweed)	10
	<i>Pycnanthemum virginianum</i> (Mountain Mint)	5
	<i>Rudbeckia laciniata</i> (Cut-leaf Coneflower)	5
	<i>Oligoneuron riddellii</i> (Riddell Goldenrod)	2
	<i>Sparganium eurycarpum</i> (Giant Burreed)	5
6 Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring	5 (5) 2 (2) 5 (5) 15 (15) 48 (55)
6A Salt Tolerant Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring <i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)
7 Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring	50 (55) 64 (70)

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with  $\text{KNO}_3$  to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

80445

## **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 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 15<sup>th</sup> 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 1 . 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: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted 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

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 manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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 manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, 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 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-16 compliant is available, an NCHRP 350 or MASH-2009 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

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 75 working days.

80071

**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](mailto: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](mailto: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 procurement 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/WHDLegacy/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 journeyworkers 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 journeyworkers 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 procurement 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 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).

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.

\* \* \* \* \*

**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.