



| | | |
|---|-------------|-------------------|
| PROPOSAL SUBMITTED BY Chicagoland Paving Contractors, Inc. | | |
| Contractor's Name 225 Telsler Road | | |
| Street Lake Zurich | State IL | P.O. Box 60015 |
| City | State | Zip Code |

STATE OF ILLINOIS
 COUNTY DuPage
Village of Villa Park
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE Ridge Road
 SECTION NO. N/A
 TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

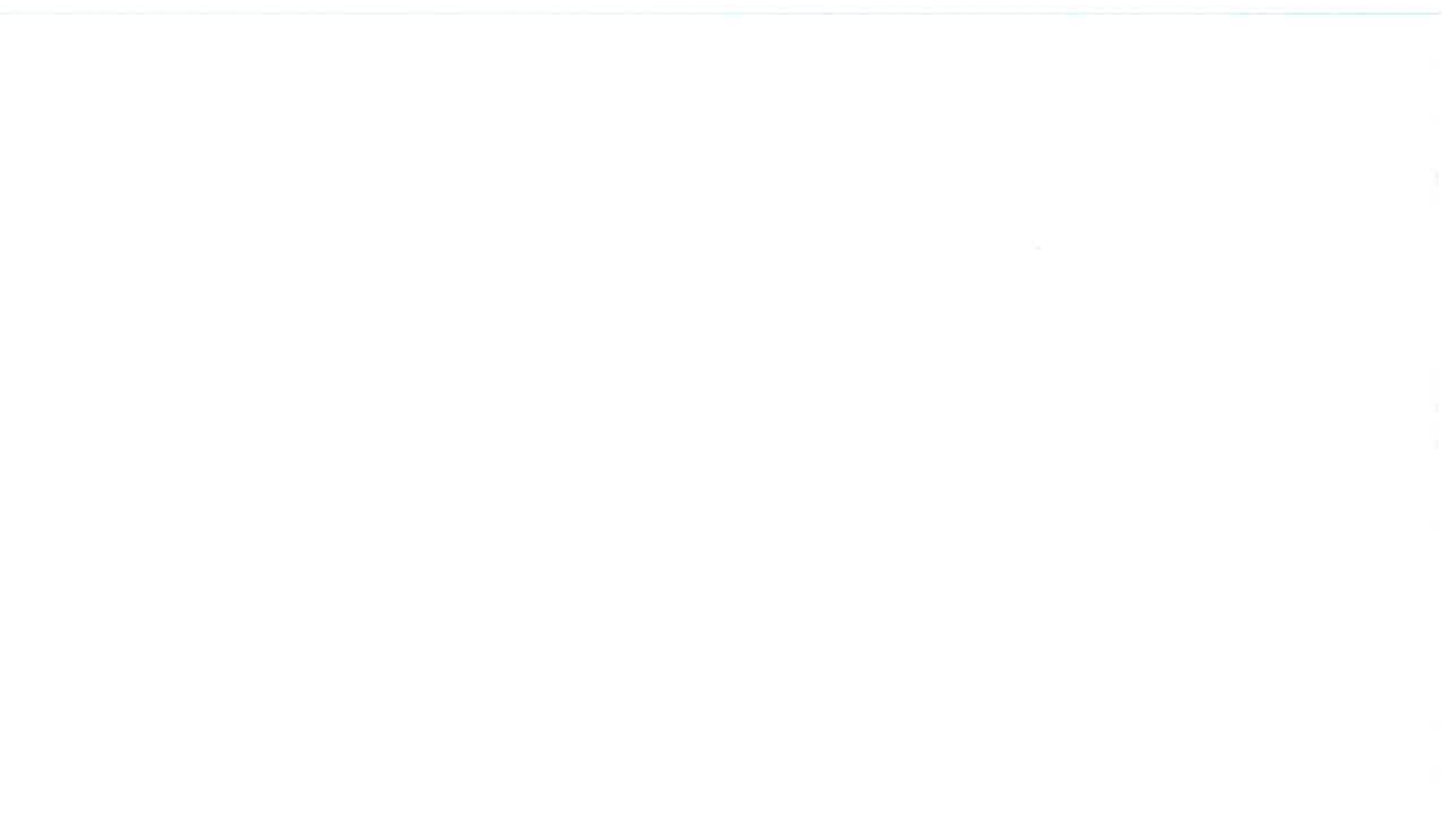
Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date



County DuPage
Local Public Agency Villa Park
Section Number N/A
Route Ridge Road

1. THIS AGREEMENT, made and concluded the _____ day of _____, Month and Year, between the Village of Villa Park acting by and through its Board of Trustees known as the party of the first part, and Chicagoland Paving Contractors, Inc. his/their executors, administrators, successors or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section Ridge Road, in The Village of Villa Park, approved by the Illinois Department of Transportation on N/A, Date _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: [Signature]
Village _____ Clerk

The Village of Villa Park
By [Signature]
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name Chicagoland Paving Contractors, Inc.
By [Signature] U.P.
V. President Party of the Second Part
William R. Bowes
(If a Co-Partnership)

Attest:
[Signature]
Secretary

Partners doing Business under the firm name of

Party of the Second Part
(If an individual)

Party of the Second Part



Route Ridge Road
 County DuPage
 Local Agency Villa Park
 Section N/A

We, Chicagoland Paving Contractors, Inc.

225 Telser Rd, Lake Zurich, IL 60047

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and West Bend Mutual Insurance Company

PO Box 620976, Middleton, WI 53562

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Six Hundred Forty-Nine Thousand Nine Hundred and 00/100-----

Dollars (\$649,900.00)

lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

CONTRACTOR COPY

CONTRACT

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 29th day of March A.D. 2018

PRINCIPAL

Chicagoland Paving Contractors, Inc. (Company Name)

By: [Signature] v.p. (Signature & Title)

Attest: [Signature] Controller (Signature & Title)

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

STATE OF ILLINOIS, COUNTY OF Cook

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

William R. Bowes + Daniel Kelly (Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this 29 day of March A.D. 2018

My commission expires 10/18/18 [Signature] Notary Public (SEAL)

SURETY

West Bend Mutual Insurance Company (Name of Surety)

By: [Signature] (Signature of Attorney-in-Fact) Luke F. Praxmarer (Attorney-in-Fact) (SEAL)

STATE OF ILLINOIS, COUNTY OF Cook

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

Luke F. Praxmarer (Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this 29th day of March A.D. 2018

My commission expires April 22, 2022 [Signature] Notary Public



Approved this _____ day of _____, A.D. 2018

Attest: [Signature] Clerk

Village of Villa Park (Awarding Authority) [Signature] (Chairman/Mayor/President)



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 29th day of March, 2018



Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2018

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

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

| | | | |
|---|---|--------------------------------------|---------------|
| PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007 | CONTACT NAME: PHONE (A/C, No, Ext): (847) 758-1000 | FAX (A/C, No): (847) 758-1200 | |
| | E-MAIL ADDRESS: certs@corkillinsurance.com | | |
| INSURED Chicagoland Paving Contractors Inc 225 Telsler Rd Lake Zurich, IL 60047 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Pekin Insurance Company | | 24228 |
| | INSURER B : Travelers Property Casualty Company of America | | 25674 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | CL0183498 | 02/24/2018 | 02/24/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 00P691695 | 02/24/2018 | 02/24/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ | | | CU30217 | 02/24/2018 | 02/24/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC0004988 | 02/24/2018 | 02/24/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Excess Umbrella | | | ZUP21N39855 | 02/24/2018 | 02/24/2019 | Limit \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: 2018 Ridge Road Water Main and Street Improvements - Village of Villa Park is Additional Insured for General Liability and Auto Liability on a primary and non-contributory basis if required by written contract. A waiver of subrogation applies in favor of the Additional Insured for General Liability and Workers Compensation if required by written contract. Umbrella follows form. CG5036 0807

CERTIFICATE HOLDER

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**CONTRACTORS ADDITIONAL INSURED/
WAIVER OF RIGHTS OF RECOVERY
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. Additional Insured - When Required By
Written Construction Contract For
Ongoing Operations Performed By You
For An Additional Insured and/or Your
Completed Operations**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured:

(1) does not increase the scope or limits of coverage afforded by this policy; and

(2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

(1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.

(3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

(a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or

(b) the end of the Policy Period.

(4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:

(a) the conclusion of the period during which the written contract requiring such coverage requires it; or

(b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard."

D. **Section III - Limits Of Insurance** is amended to include:

(1) The limits of insurance applicable to the Additional Insured are:

(a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or

(b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

E. **Section IV - Other Insurance** is amended to include:

(1) [REDACTED]

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

F. [REDACTED]

2. **Additional Insured - State Or Political Subdivisions - Permits**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

B. With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR

RIDGE ROAD WATER MAIN AND STREET IMPROVEMENTS

MARCH 2018

PREPARED BY

BAXTER & WOODMAN, INC.

NOTE: FEDERAL LABOR STANDARDS, PREVAILING WAGE RATES, AND SECTION 3 REGULATIONS WILL APPLY TO THIS PROJECT.

MINORITY AND WOMEN OWNED BUSINESSES (MBE/WBE) ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT

**ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
FRIDAY, FEBRUARY 23, 2018**

PROJECT: RIDGE ROAD WATER MAIN AND STREET IMPROVEMENTS

This project consists of the reconstruction of Ridge Road from Yale Avenue to Ardmore Avenue and the replacement of water main in the Village of Villa Park for an approximate length of 1,125 feet. The scope of work includes roadway reconstruction, water main installation, adjustment of drainage structures, sidewalk removal and replacement, parkway restoration, and other related and incidental work efforts.

BID DEADLINE: TUESDAY, MARCH 13, 2018, 10:00 A.M. LOCAL TIME

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

MANDATORY PRE-BID MEETING: A mandatory pre-bid meeting will be held at the offices of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, on **TUESDAY, MARCH 6, 2018, 10:00 A.M LOCAL TIME.**

NOTICE: Separate, sealed proposals for the **RIDGE ROAD WATER MAIN AND STREET IMPROVEMENTS** will be received by the Village of Villa Park, Illinois, at the reception desk of the Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud at the offices of the Public Works Department. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village.

Proposals shall be submitted in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., 8678 Ridgefield Road, Crystal Lake, Illinois 60012.

BIDDER QUALIFICATIONS: Bidders, in submitting a Bid, shall comply with all applicable Federal, State and Local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Contract Documents or as requested by the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the determination of the Village as to Bidder's compliance and qualifications.

BID SECURITY: Bid security in the amount of not less than five percent (5%) of the Bid shall accompany each Bid in accordance with the Bidding Documents.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for

one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

RIGHTS RESERVED: The Village will select the lowest, most responsible bidder. The Village reserves the right to reject any and all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

WAGE RATES: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

CONTRACT DOCUMENTS: The Bidding Documents are on file for inspection at the office of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, and may also be obtained from the Village of Villa Park Public Works Department at the address listed above for a non-refundable fee of twenty dollars (\$20.00).

Minority and Women Owned Businesses (MBE/WBE) are encouraged to submit bids on this project.

Federal Labor Standards and Prevailing Wage Rates will apply to this project.

PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS.

BY: 
Vydas Juskeles, P.E.
Director of Public Works



Illinois Department of Transportation

Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

STATE OF ILLINOIS

COUNTY OF DuPage
Village of Villa Park
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Ridge Road
 SECTION NO. N/A
 TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS (required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

18-119
 BID DATE 3-13-18
 BID TIME 10:00
 WITH PRINTS LG SM NO
 COMPLETE DATE/DAYS: 60
 5%

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

NOTICE TO BIDDERS

County DuPage
 Local Public Agency Village of Villa Park
 Section Number N/A
 Route Ridge Road

Sealed proposals for the improvement described below will be received at the office of Public Works Director,
Of Villa Park, 11 West Home Avenue, Villa Park, IL 60181 until 10:00 AM on March 13, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of The Public Works Director of Villa Park
11 West Home Avenue, Villa Park, IL 60181 at 10:00 AM on March 13, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Ridge Road Length: 1,125 feet (0.213 miles)

Location Ridge Road from Yale Avenue to Ardmore Avenue, Villa Park, DuPage County.

Proposed Improvement Roadway reconstruction; water main installation; adjustment of drainage structures; sidewalk removal and replacement; parkway restoration; and other incidental and miscellaneous items of work.

1. Plans and proposal forms will be available in the office of Villa Park Public Works, 11 West Home Avenue, Villa Park, IL
for a fee of \$20.00 (non-refundable). For information on bidding proposals contact Villa Park at 630.834.8505
 Address
2. Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
 - e. BLR 12326: Affidavit of Illinois Business Office

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

PROPOSAL

County DuPage
 Local Public Agency Village of Villa Park
 Section Number N/A
 Route Ridge Road

1. Proposal of Chicago Land Paving

for the improvement of the above section by the construction of roadway reconstruction; water main installation; adjustment of drainage structures; sidewalk removal and replacement; parkway restoration; and other incidental and miscellaneous items of work.

a total distance of 1,125 feet, of which a distance of 1,125 feet, (0.213 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Baxter & Woodman, Inc. and approved by the Department of Transportation on N/A
- 3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- 5. The undersigned agrees to complete the work within 60 calendar days or by _____ unless additional time is granted in accordance with the specifications.
- 6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds WILL be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village Treasurer of Villa Park

The amount of the check is Five percent (5%) of the bid amount (_____).

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N/A.
- 8. The successful bidder at the time of execution of the contract WILL be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
- 9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
- 12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



Illinois Department of Transportation

SCHEDULE OF PRICES

County DuPage
 Local Public Agency Village of Villa Park
 Section N/A
 Route Ridge Road

Schedule for Multiple Bids

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

Schedule for Single Bid

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

| | |
|--|------------|
| Bidder's Proposal for making Entire Improvements | 649,900.00 |
|--|------------|

| Item No. | Items | Unit | Quantity | Unit Price | Total |
|----------|--|-------|----------|------------------|---------------------|
| 1 | TREE ROOT PRUNING | EACH | 23 | 100 ⁻ | 2,300 ⁻ |
| 2 | TREE TRUNK PROTECTION | EACH | 23 | 75 ⁻ | 1,725 ⁻ |
| 3 | EARTH EXCAVATION | CU YD | 388 | 35 ⁻ | 13,580 ⁻ |
| 4 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | CU YD | 609 | 25 ⁻ | 15,225 ⁻ |
| 5 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | SQ YD | 2,820 | 1.25 | 3,525 ⁻ |
| 6 | PARKWAY RESTORATION | SQ YD | 2,070 | 13 ⁻ | 26,910 ⁻ |
| 7 | PERIMETER EROSION BARRIER | FOOT | 70 | 5 ⁻ | 350 ⁻ |
| 8 | INLET FILTERS | EACH | 6 | 125 ⁻ | 750 ⁻ |
| 9 | AGGREGATE SUBGRADE IMPROVEMENT | CU YD | 609 | 29 ⁻ | 17,661 ⁻ |
| 10 | AGGREGATE BASE COURSE, TYPE B 4" | SQ YD | 955 | 4 ⁻ | 3,820 ⁻ |
| 11 | AGGREGATE BASE COURSE, TYPE B 6" | SQ YD | 3,067 | 7 ⁻ | 21,469 ⁻ |
| 12 | AGGREGATE BASE COURSE, TYPE B 8" | SQ YD | 96 | 12 ⁻ | 1,152 ⁻ |
| 13 | BITUMINOUS MATERIALS (TACK COAT) | POUND | 2,540 | .01 | 25.40 |
| 14 | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 | TON | 649 | 70 ⁻ | 45,430 ⁻ |
| 15 | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 | TON | 337 | 79 ⁻ | 26,623 ⁻ |
| 16 | PROTECTIVE COAT | SQ YD | 1,198 | 1.05 | 1,257.90 |
| 17 | HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4" | SQ YD | 97 | 27 ⁻ | 2,619 ⁻ |

Bidder's Proposal for making Entire Improvements

649,900.00

| Item No. | Items | Unit | Quantity | Unit Price | Total |
|----------|---|-------|----------|--------------------|---------------------|
| 18 | HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6" | SQ YD | 96 | 45 ⁻ | 4,320 ⁻ |
| 19 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH | SQ YD | 168 | 57.25 | 9,618 ⁻ |
| 20 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH | SQ YD | 122 | 65.50 | 7,991 ⁻ |
| 21 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | SQ FT | 2,500 | 6.25 | 15,625 ⁻ |
| 22 | PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH | SQ FT | 245 | 7.30 | 1,788.50 |
| 23 | DETECTABLE WARNINGS | SQ FT | 80 | 42 ⁻ | 3,360 ⁻ |
| 24 | PAVEMENT REMOVAL | SQ YD | 3,198 | 6.50 | 20,787 ⁻ |
| 25 | HOT-MIX ASPHALT SURFACE REMOVAL, 2" | SQ YD | 110 | 10 ⁻ | 1,100 ⁻ |
| 26 | DRIVEWAY PAVEMENT REMOVAL | SQ YD | 460 | 10 ⁻ | 4,600 ⁻ |
| 27 | COMBINATION CURB AND GUTTER REMOVAL | FOOT | 85 | 5 ⁻ | 425 ⁻ |
| 28 | SIDEWALK REMOVAL | SQ FT | 1,390 | 1 ⁻ | 1,390 ⁻ |
| 29 | CLASS D PATCHES 6 INCH | SQ YD | 115 | 45 ⁻ | 5,175 ⁻ |
| 30 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL) | FOOT | 2,200 | 18.25 | 40,150 ⁻ |
| 31 | STORM SEWERS (WATER MAIN REQUIREMENTS) 12" | FOOT | 41 | 67 ⁻ | 2,747 ⁻ |
| 32 | STORM SEWERS (WATER MAIN REQUIREMENTS) 15" | FOOT | 7 | 77.25 | 540.75 |
| 33 | TRAFFIC CONTROL AND PROTECTION (SPECIAL) | L SUM | 1 | 9,848.78 | 9,848.78 |
| 34 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FOOT | 50 | 9.75 | 487.50 |
| 35 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FOOT | 102 | 19.50 | 1,989 ⁻ |
| 36 | FRAMES AND GRATES, TYPE 11 | EACH | 4 | 465 ⁻ | 1,860 ⁻ |
| 37 | FRAMES AND LIDS, TYPE 1, CLOSED LID | EACH | 7 | 310 ⁻ | 2,170 ⁻ |
| 38 | FRAMES AND LIDS, TYPE 1, OPEN LID | EACH | 1 | 310 ⁻ | 310 ⁻ |
| 39 | DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED | EACH | 9 | 515 ⁻ | 4,635 ⁻ |
| 40 | DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED | EACH | 1 | 1,240 ⁻ | 1,240 ⁻ |
| 41 | SANITARY MANHOLES TO BE ADJUSTED | EACH | 3 | 670 ⁻ | 2,010 ⁻ |
| 42 | DUST CONTROL WATERING | UNIT | 17 | .01 | .17 |

Bidder's Proposal for making Entire Improvements

649,900.00

| Item No. | Items | Unit | Quantity | Unit Price | Total |
|----------|--|-------|----------|--------------------|---------------------|
| 43 | TEMPORARY ACCESS (PRIVATE ENTRANCE) | EACH | 18 | 100 ⁻ | 1,800 ⁻ |
| 44 | TEMPORARY ACCESS (COMMERCIAL ENTRANCE) | EACH | 4 | 125 ⁻ | 500 ⁻ |
| 45 | TEMPORARY ACCESS (ROAD) | EACH | 4 | 150 ⁻ | 600 ⁻ |
| 46 | EXPLORATION TRENCH, SPECIAL | FOOT | 200 | 10.30 | 2,060 ⁻ |
| 47 | CONSTRUCTION LAYOUT | LSUM | 1 | 3,500 ⁻ | 3,500 ⁻ |
| 48 | TRENCH BACKFILL (WATER MAIN) | CU YD | 1,440 | 15.50 | 22,320 ⁻ |
| 49 | DUCTILE IRON WATER MAIN, OPEN CUT, 6" | FOOT | 70 | 105 ⁻ | 7,350 ⁻ |
| 50 | DUCTILE IRON WATER MAIN, OPEN CUT, 8" | FOOT | 747 | 115 ⁻ | 85,905 ⁻ |
| 51 | DUCTILE IRON WATER MAIN, OPEN CUT, RESTRAINED JOINT TYPE, 8" | FOOT | 307 | 129 ⁻ | 39,603 ⁻ |
| 52 | CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 4" | EACH | 3 | 2,575 ⁻ | 7,725 ⁻ |
| 53 | CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 8" | EACH | 1 | 3,090 ⁻ | 3,090 |
| 54 | CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 12" | EACH | 1 | 3,605 ⁻ | 3,605 ⁻ |
| 55 | WATER VALVE, 4" | EACH | 1 | 1,030 ⁻ | 1,030 ⁻ |
| 56 | WATER VALVE, 8" | EACH | 5 | 1,545 ⁻ | 7,725 ⁻ |
| 57 | WATER VALVE, 12" | EACH | 2 | 2,060 ⁻ | 4,120 ⁻ |
| 58 | VALVE VAULT, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 6 | 1,240 ⁻ | 7,440 ⁻ |
| 59 | VALVE VAULT, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 2 | 1,545 ⁻ | 3,090 ⁻ |
| 60 | FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX | EACH | 4 | 7,725 ⁻ | 30,900 ⁻ |
| 61 | WATER SERVICE CONNECTION, 1" LONG | EACH | 8 | 1,855 ⁻ | 14,840 ⁻ |
| 62 | WATER SERVICE CONNECTION, 2" LONG | EACH | 1 | 3,090 ⁻ | 3,090 ⁻ |
| 63 | WATER SERVICE CONNECTION, 1" SHORT | EACH | 9 | 1,545 ⁻ | 13,905 ⁻ |
| 64 | WATER MAIN ABANDONMENT | EACH | 3 | 2,575 ⁻ | 7,725 ⁻ |
| 65 | VALVE VAULT TO BE REMOVED | EACH | 3 | 105 ⁻ | 315 ⁻ |
| 66 | FIRE HYDRANTS TO BE REMOVED | EACH | 3 | 105 ⁻ | 315 ⁻ |
| 67 | SANITARY SEWER SERVICE CONNECTION | EACH | 3 | 515 ⁻ | 1,545 ⁻ |

Bidder's Proposal for making Entire Improvements

649,900.00

| Item No. | Items | Unit | Quantity | Unit Price | Total |
|----------|--|--------|----------|--------------------|--------------------|
| 68 | SANITARY SEWER SERVICE PIPE (OPEN CUT) | FOOT | 100 | 77.25 | 7,725 ⁻ |
| 69 | SANITARY SEWER SERVICE ABANDONMENT | EACH | 1 | 105 ⁻ | 105 ⁻ |
| 70 | COMBINATION CLEAN OUT-CHECK OUT VALVE | EACH | 3 | 775 ⁻ | 2,325 ⁻ |
| 71 | SANITARY SEWER PIPE, PVC SDR 26 ASTM D-2241, 6" | FOOT | 21 | 67 ⁻ | 1,407 ⁻ |
| 72 | SANITARY MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 1 | 5,150 ⁻ | 5,150 ⁻ |
| 73 | PRECONSTRUCTION VIDEO RECORDING | L SUM | 1 | 500 ⁻ | 500 ⁻ |
| 74 | WATER USAGE DEDUCTION | TGAL | 100 | -8.85 | -885.00 |
| 75 | WATER USAGE CREDIT | TGAL | 100 | 8.85 | 885.00 |
| 76 | CONTINGENCY ALLOWANCE | DOLLAR | 30,000 | \$1.00 | \$30,000.00 |

CONTRACTOR CERTIFICATIONS

| | |
|---------------------|------------------------------|
| County | <u>DuPage</u> |
| Local Public Agency | <u>Village of Villa Park</u> |
| Section Number | <u>N/A</u> |
| Route | <u>Ridge Road</u> |

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

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

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

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

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

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

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

SIGNATURES

County DuPage
 Local Public Agency Village of Villa Park
 Section Number N/A
 Route Ridge Road

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners

} _____

(If a corporation)

Corporate Name Chicago Land Paving

Signed By W. R. Bowers V.P.
President

Business Address 225 Telser Rd
Lake Zurich IL 60042

Inset Names of Officers

} President Kevin Meertz
 Secretary William R. Bowers
 Treasurer _____

Attest: Jul C. Hurlin
Secretary ant.

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Chicagoland1@sbcglobal.net

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: _____



Kevin Meartz, President

For Large Purchase Projects (>\$100,000)

**DUPAGE COUNTY COMMUNITY
DEVELOPMENT COMMISSION (CDC) CONDITIONS
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS**

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice *(also to be listed on the Front Cover)*

**FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES
WILL APPLY TO THIS PROJECT.**

** Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Bid Security Statement

All bid proposals must be accompanied by a Bid bond, certified check, or bank cashier's check payable to the owner for five percent (5%) of the amount of the bid.

III. Performance and Payment Bond Statement

The successful bidder for the project will be required to enter into Performance and Payment bonds equal to 100% of the bid with approved sureties, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the contract documents.

IV. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

V. Cost Plus Statement

Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.

VI. Change Order Statement

Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new contract total.

VII. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are superseded only in instances, by and where Illinois Prevailing Wage

For Large Purchase Projects (>\$100,000)

exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

VIII. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

IX. WBE/MBE Encouragement Statement *(also to be listed on the Front Cover)*

Minority and Women Owned Business Enterprises (MBE/WBE) are encouraged to submit bids on this Project.

X. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above.

Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: WF Ban

Company Name: Chicago Local Painting


Date: 3/13/18

CONFLICT OF INTEREST DISCLOSURE

Please initial each true and applicable statement:

| | |
|--|--|
| WFB | <p>1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME) or Emergency Solutions Grant through DuPage County.</p> |
| Please select one of the following designations: | |
| | <p>2. The undersigned has made application to be the owner, developer, or sponsor of a project funded with HOME.</p> |
| WFB | <p>3. The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG or HOME.</p> |
| | <p>4. The undersigned has made application to be a subrecipient of DuPage County funding under CDBG, HOME, or ESG.</p> |
| | <p>5. I am a participant in a DuPage County funded homebuyer or home rehabilitation program.</p> |
| Please select one of the following statements: | |
| WFB | <p>6. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) <u>do(es) not have</u> any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be "covered persons" under Federal conflict of interest regulations.</p> |
| WFB | <p>7. The undersigned <u>does have</u> a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie:</p> |
| If you selected #2 above (owner or developer of a project funded with HOME). | |
| | <p>8. The undersigned understands that no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO)</p> |

| | |
|--|--|
| | when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability. |
| Please select one of the following statements: | |
| | 9. The undersigned is an individual or sole proprietor and am signing this on behalf of myself. |
| | 10. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership. |
| ms | 11. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation. |

| | |
|--------------------------------------|--|
| Printed Name: | William R. Bowas |
| Title (if applicable): | V.P. |
| Name of organization (if applicable) | Chicagoland Park |
| Signature: |  |
| Date: | 3/13/18 |

| | |
|--------------------------------------|--|
| Printed Name: | |
| Title (if applicable): | |
| Name of organization (if applicable) | |
| Signature: | |
| Date: | |



**Apprenticeship or Training
Program Certification**

Return with Bid

| | |
|--------------|------------------------------|
| Route | <u>Ridge Road</u> |
| County | <u>DuPage</u> |
| Local Agency | <u>Village of Villa Park</u> |
| Section | <u>N/A</u> |

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: **Chicagoland Paving Contractors Inc.**
225 Telsor Road
 Address: **Lake Zurich, IL 60047**

By: _____ *[Signature]*
 Title: VP. _____
 (Signature)

Chicagoland Paving Contractors, Inc.

225 Telsor Road
Lake Zurich, IL 60047

Phone: 847-550-9681
Fax: 847-550-9684

APPRENTICESHIP TRAINING CERTIFICATION

**International Brotherhood of Teamsters – Truck Drivers
Registration No. IL01050004**

**Operating Engineers Local #150 – Operating Engineers
Registration No. IL008780173**

**Heavy Equipment Technician Operating Engineers Local #150 – Heavy
Repairs
Registration No. IL01202003**

**Chicagoland Laborers' – JATC – Construction Craft Laborer
Registration No. IL01790001**



Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431

Office: (815) 773-0700 Fax: (815) 773-1122

Info@illinoisteamsterstraining.org

January 10, 2018

To Whom It May Concern:

This letter will certify that Chicagoland Paving, is currently contributing and is current with its contributions, as of December 2017, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

Rose Wyler

Administrative Assistant

cc: file



The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Illinois Teamsters Joint Council No. 25

Employers JATF

Joliet, Illinois

For The Trade of: Construction Driver

Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

June 22, 2005

Date

Revised: April 8, 2016

IL8151005004

Registration No.



[Handwritten Signature]

Secretary of Labor

[Handwritten Signature]

Administrator, Office of Apprenticeship

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M
AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 462-8500 • FAX (708) 462-7185
6200 JOULET ROAD
COUNTRYBROOK, IL 60022-2992

December 29, 2017

Chicagoland Paving Contractors, Inc.
225 Telser Rd
Lake Zurich, IL 60047

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Chicagoland Paving Contractors, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Chicagoland Paving Contractors, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Amanda Gunderson

Enclosures: Certificates



08/18/2016 16:42 FAX 71
02/28/2008 16 24 FAX

003
003

UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 5, 2002

Date

92 008780173

Registration No.

S. J. Chao
Secretary of Labor

Quincy S. Swanson
Administrator, Apprenticeship Training, Employer and Labor Services

09/18/2015 15:42 PM 71

F. 08

FAX NO.

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002

Date

IL012020003



L. J. Chao

Secretary of Labor

Anthony Surose

0004

Chicagoland
LABORERS'
District Council Training & Apprentice Fund

29 December 2017

Executive Director
Thomas Nordeen

Labor Trustees
James P. Connolly
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
Joe Riley

Ms. Julie Heiderman
Chicagoland Paving Contractors, Inc.
225 Telser Road
Lake Zurich, Illinois 60047

Dear Ms. Heiderman:

Management Trustees
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
David Lorig
William Vignocchi

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Chicagoland Paving Contractors, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,

Miranda Maddie
Office Manager

Carol Stream Location
1200 Old Gary Avenue
Carol Stream IL 60188
630.653.0006

LIUNA!

Feel the Power

Chicago Location
5700 West Homer Street
Chicago IL 60639
773.413.3315

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.



L. L. Chao

Secretary of Labor

Anthony Suvage

Administrator, Apprenticeship Training, Employer and Labor Services

RETURN WITH BID



Affidavit of Illinois Business Office

County DuPage
 Local Public Agency Village of Villa Park
 Section Number N/A
 Route Ridge Road

State of IL)
) ss.
 County of cook)

I, William R. Baus of Kildeer, IL
 (Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

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

WR Baus
 (Signature)
William R. Baus
 (Print Name of Affiant)

This instrument was acknowledged before me on 13 day of March, 2018.

(SEAL)



Just
 (Signature of Notary Public)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

| | 1 | 2 | 3 | 4 | Awards Pending | |
|--|--------------|---|---|---|----------------|--------------------|
| Contract Number | | | | | | |
| Contract With | METRA | | | | | |
| Estimated Completion Date | 12/31/2017 | | | | | |
| Total Contract Price | 2,000,000.00 | | | | | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | 1,000,000.00 | | | | | 1,000,000.00 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | | 0.00 |
| | | | | | | 1,000,000.00 |

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

| | | | | | | Accumulated Totals |
|---------------------------------------|--------------|--|--|--|------|--------------------|
| Earthwork | | | | | | 0.00 |
| Portland Cement Concrete Paving | | | | | | 0.00 |
| HMA Plant Mix | 250,000.00 | | | | | 250,000.00 |
| HMA Paving | 750,000.00 | | | | | 750,000.00 |
| Clean & Seal Cracks/Joints | | | | | | 0.00 |
| Aggregate Bases & Surfaces | | | | | | 0.00 |
| Highway, R.R. and Waterway Structures | | | | | | 0.00 |
| Drainage | | | | | | 0.00 |
| Electrical | | | | | | 0.00 |
| Cover and Seal Coats | | | | | | 0.00 |
| Concrete Construction | | | | | | 0.00 |
| Landscaping | | | | | | 0.00 |
| Fencing | | | | | | 0.00 |
| Guardrail | | | | | | 0.00 |
| Painting | | | | | | 0.00 |
| Signing | | | | | | 0.00 |
| Cold Milling, Planning & Rotomilling | | | | | | 0.00 |
| Demolition | | | | | | 0.00 |
| Pavement Markings (Paint) | | | | | | 0.00 |
| Other Construction (List) | | | | | | 0.00 |
| Allowance | | | | | | 0.00 |
| FABRIC | | | | | | 0.00 |
| Totals | 1,000,000.00 | | | | 0.00 | 1,000,000.00 |

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

| | | | | | Awards Pending |
|--------------------------|--|--|-----------|--|----------------|
| Subcontractor | | | Precision | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
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| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Total Uncompleted | | | | | 0.00 |

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates
 Subscribed and sworn to before me

this 13 day of March, 2018.

Julie C. H.
 Notary Public
 My commission expires: 10/18/2018



Type or Print Name William R. Bowes, V.P.
 Officer or Director Title

Signed WR Bowes

Company Chicagoland Paving Contractors, Inc.

Address 225 Telser Road
Lake Zurich, IL 60047



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR

RIDGE ROAD WATER MAIN AND STREET IMPROVEMENTS

MARCH 2018

PREPARED BY

BAXTER & WOODMAN, INC.

NOTE: FEDERAL LABOR STANDARDS, PREVAILING WAGE RATES, AND SECTION 3 REGULATIONS WILL APPLY TO THIS PROJECT.

MINORITY AND WOMEN OWNED BUSINESSES (MBE/WBE) ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT

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VILLAGE OF VILLA PARK**

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VILLAGE OF VILLA PARK**

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OWNER COPY

CONTRACT

**RIDGE ROAD
VILLAGE OF VILLA PARK****SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016 (referred to hereinafter as the Standard Specifications); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2017; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways” (IMUTCD); and the “Standard Specifications for Water and Sewer Construction in Illinois”, 7th Edition, 2014 (referred to hereinafter as the Water and Sewer Specifications). In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village of Villa Park for performance of prescribed work.

Department, Owner or Village. The Village of Villa Park, DuPage County, Illinois.

Engineer. The Resident Engineer who is the authorized representative of the Village of Villa Park in immediate charge of the engineering details of a construction project.

LOCATION OF PROJECT

The project is located on Ridge Road from Yale Avenue to Ardmore in the Village of Villa Park, DuPage County, Illinois. A location map is shown on the cover of the Plans.

DESCRIPTION OF PROJECT

The work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of roadway reconstruction; water main installation; adjustment of drainage structures; sidewalk removal and replacement; parkway restoration; and other incidental and miscellaneous items of work in accordance with the Plans, Standard Specifications, and these Special Provisions.

**RIDGE ROAD
VILLAGE OF VILLA PARK**

GENERAL SPECIAL PROVISIONS

QUALIFICATIONS OF BIDDERS

Bidders will comply with all applicable Federal, State and local laws and requirements, and will further meet the qualifications prescribed in this and other applicable portions of these provisions.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with all applicable Federal, State and local laws and requirements, and that Bidder further meets the qualifications prescribed in this and other applicable portions of these provisions. Engineer's determination as to the compliance and qualifications of the Bidder will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with the following requirements and qualifications. Bidder further certifies that Bidder is able to provide written evidence of Bidder's compliance with the following requirements and qualifications. Bidder shall, upon request by Engineer, submit such written evidence within five (5) calendar days of the Engineer's request, as well as any other written evidence which Engineer may deem necessary for the purpose of evaluating Bidder's qualifications.

- (a) Bidder shall be qualified to do business in the State of Illinois.
- (b) Bidder shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).
- (c) Bidder shall be able to provide a street address and description of the Bidder's place of business, and the mailing address of the business, if different from the street address.
- (d) Bidder shall be able to provide the number of years Bidder has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.
- (e) Bidder shall be able to provide a list of the property and equipment available to the Bidder.
- (f) Bidder shall be able to provide a financial statement demonstrating that the Bidder has the financial resources to meet all obligations related to the Work.
- (g) Bidder shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Bidder shall be able to provide current certificate(s) of insurance for the

**RIDGE ROAD
VILLAGE OF VILLA PARK**

insurance policies held by Bidder, demonstrating that Bidder holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.

- (h) Bidder shall have constructed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Bidder shall be able to provide a list of all projects of a similar nature constructed by Bidder in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Bidder's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Bidder agrees the Village may contact for the purpose of verifying Bidder's performance and references.
- (i) Bidder shall be able to provide a list of three (3) references (name, address and telephone number) with knowledge of the integrity and business practices of the bidder. Such references may not be persons who have been employed by Bidder as employees.
- (j) Bidder shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.
- (k) Bidder shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Bidder as a prime contractor, against Bidder as a subcontractor, or against Bidder as a party in any other capacity; or against subcontractors or suppliers performing work for Bidder or under Contract held by Bidder.
- (l) Bidder shall be able to provide a list of Contracts defaulted.
- (m) Bidder shall be able to provide a statement indicating whether or not Bidder has ever filed bankruptcy.
- (n) Bidder shall be able to provide a list of all officers of the firm, which list shall also indicate those officers who, while in the employ of the firm or in the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.
- (o) Bidder shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Bidder shall be able to provide the names and technical experience of such personnel, as well as

**RIDGE ROAD
VILLAGE OF VILLA PARK**

statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.

- (p) Bidder shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Bidder for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Bidder currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.
- (q) Bidder shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Bidder shall be able to provide evidence of Bidder's participation in such apprenticeship and training programs.
- (r) Bidder shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.
- (s) Bidder shall be able to provide such other information as may assist the Village in determining whether the Bidder is adequately prepared to fulfill the Contract.

These requirements and qualifications are not intended to discourage bidding, to make it difficult for qualified Bidders to submit Bids, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow the Village to obtain sufficient information about Bidder's financial state, available equipment, personnel, and previous work experience so that the Village may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

A copy of Village of Villa Park Ordinance No. 3733, amending the requirements of bidders for construction projects, is provided as Appendix A.

BID PRICE LIMITATIONS

The bid price for TRAFFIC CONTROL AND PROTECTION shall not exceed 5 percent of the total bid price. If the bid price for TRAFFIC CONTROL AND PROTECTION exceeds 5 percent of the total bid price, the Village may reject the Bid.

**RIDGE ROAD
VILLAGE OF VILLA PARK**

The bid price for CONSTRUCTION LAYOUT shall not exceed 2 percent of the total bid price. If the bid price for CONSTRUCTION LAYOUT exceeds 2 percent of the total bid price, the Village may reject the Bid.

The bid price for PRE-CONSTRUCTION VIDEO RECORDING shall not exceed 1 percent of the total bid price. If the bid price for PRE-CONSTRUCTION VIDEO RECORDING exceeds 1 percent of the total bid price, the Village may reject the Bid.

Bidder, in submitting a Bid, certifies that the Bid is in compliance with these requirements. The Village's determination as to whether or not to reject a Bid that does not comply with these requirements will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids shall remain subject to acceptance by the Village for a period of 60 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 60 calendar days upon written notice to all bidders by the Village. The Village may, in its sole discretion, release any bid and return the bid bond prior to the end of the acceptance period.

CONSTRUCTION START

Construction will not be permitted to begin until after the end of the school year for North Elementary School. This date is currently scheduled for May 29, 2018. If the school year extends beyond this date, construction will not be permitted to start until after the last day of the school year

SUBCONTRACTORS

Add the following paragraph to the end of Article 108.01 of the Standard Specifications:

"The apparent low Bidder shall submit to the Village within 7 calendar days after the receipt of bids, a list of the names of Bidder's proposed subcontractors and material suppliers along with a description of the work to be performed or the materials to be supplied by each."

INSURANCE

Insurance and indemnification shall be in accordance with applicable sections of the Standard Specifications, and shall also be in accordance with the "IRMA Contractual

**RIDGE ROAD
VILLAGE OF VILLA PARK**

Insurance Guidelines”, incorporated herein as Appendix B. If a conflict is determined to exist between the requirements prescribed in the Standard Specifications and the requirements prescribed in the IRMA Contractual Insurance Guidelines, such conflict will be resolved as follows:

- a. If a particular type of insurance coverage is required by one standard but not by both, that type of insurance coverage will be required.
- b. If the minimum limits of insurance coverage required by one standard differ from those required by the other standard, the higher minimum limits of insurance coverage will prevail.
- c. If any other conflicts are determined to exist between the requirements prescribed in the two standards, the stricter of the two requirements will prevail. The Village will make the final determination as to what constitutes a stricter requirement.

INCREASED OR DECREASED QUANTITIES

The Village reserves the right to increase or decrease the amount of work shown in the plans in accordance with Section 109 of the Standard Specifications.

MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

“671.02 Basis of Payment. This work will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.”

PORTABLE TOILET

Contractor shall furnish a portable toilet meeting Federal, State and local health department requirements stocked with lavatory and sanitary supplies at all times. The portable toilet shall be provided at a location approved by the Engineer. The portable toilet shall be maintained in a clean and sanitary condition and shall be emptied as needed. This work will not be paid for separately but shall be included in the cost of the contract.

**RIDGE ROAD
VILLAGE OF VILLA PARK**

WORKING HOURS

Working hours will be between 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays as designated by the Contract.

Contractor will not permit the performance of Work outside these working hours without Owner’s written consent, which may be given after prior written request to Engineer, except as otherwise required for the safety of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents.

If Contractor permits the performance of Work outside these working hours, Contractor will compensate Owner for the costs of inspection and other services provided by Engineer. Owner will determine the rates at which such inspection and other services are to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner’s discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

HOLIDAYS

Revise the list of legal holidays in Article 107.09 of the Standard Specifications to read:

- | | |
|------------------|----------------------------|
| New Year’s Day | Thanksgiving Day |
| Easter | <u>Thanksgiving Friday</u> |
| Memorial Day | <u>Christmas Eve</u> |
| Independence Day | Christmas Day |
| Labor Day | <u>New Year’s Eve</u> |

PUBLIC CONVENIENCE AND SAFETY (D-1)

Effective: May 1, 2012
Revised: July 15, 2012

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

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

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

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

**RIDGE ROAD
VILLAGE OF VILLA PARK**

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

“On weekends, excluding holidays, on 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.”

OPERATION OF WATER DISTRIBUTION FACILITIES

Contractor shall not operate any water distribution facilities, including, but not limited to, valves or hydrants. If Contractor requires the operation of such facilities, Contractor shall provide a minimum of 48 hours' notice to the Village and the Village will operate such facilities.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

FINAL INSPECTION

Final inspection shall be in accordance with Article 105.13 of the Standard Specifications, except as modified herein.

Revise the second paragraph of Article 105.13, Final Inspection, to read:

“If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall comply with such instructions within 14 calendar days of receipt of such instructions. The Contractor shall give the Engineer not less than 48 hours notice, in writing, prior to beginning any such corrective work. Upon completion of all corrective work, the Contractor shall give the Engineer notice in writing. Upon receipt of such notice, the Engineer will make another inspection which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of the date of final inspection.”

**RIDGE ROAD
VILLAGE OF VILLA PARK****MAINTENANCE WARRANTY**

The Contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that all work is in accordance with the contract and will not be defective. This warranty shall guarantee all work for a period of 1 year from the date of final inspection.

The Contractor shall furnish a warranty bond in an amount equal to 10 percent of the final contract amount, or \$100,000.00, whichever is greater, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

If, within the warranty period, the Village determines any work to be defective, a written notice of such deficiency will be sent to the Contractor by certified mail.

The Contractor shall, within 14 calendar days of receipt of the notice of deficiency, and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the contract requirements for the item or items in question.

If Contractor desires an extension of time to complete the corrective work, Contractor shall make such request in writing within 10 calendar days of receipt of the notice of deficiency. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved.

Should the Contractor fail to complete the corrective work within the 14 calendar days or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the Schedule of Deductions for Each Day of Overrun in Contract Time, not as a penalty but as liquidated damages, for each day of overrun beyond the 14 calendar days or such extended time as may have been allowed.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required

RIDGE ROAD
VILLAGE OF VILLA PARK

by the Engineer, will be paid for in accordance with Article 109.04 of the "Standard Specifications".

KEEPING ROADS OPEN TO TRAFFIC

All roads shall remain open to traffic unless otherwise shown on the contract plans. When necessary to close one lane because of construction, the Contractor shall maintain one-way traffic during construction hours with the use of signs and flaggers as shown on the Traffic Control Standards. Two lanes of traffic will be maintained during nights and weekends when no construction activities are being carried on.

RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the protection of all equipment and materials. Any equipment or materials which are stolen, missing, lost, damaged or vandalized shall be the Contractor's responsibility to replace or repair as needed at no additional cost to the contract.

The Contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the Contractor at Contractor's expense.

USE OF FIRE HYDRANTS

Revise Article 107.18, Use of Fire Hydrants, of the Standard Specifications to read:

"107.18 Use of Fire Hydrants. If Contractor requires water for the completion of construction operations, and desires to obtain water from the Village, the Contractor shall make written application to the Village. If such application is approved by the Village, the Contractor shall obtain water from the fire hydrant located at 100 West Home Avenue, adjacent to the Village of Villa Park Fleet Maintenance Garage. Contractor's use of said hydrant and methods of obtaining water shall be in compliance with all applicable ordinances, rules, and regulations concerning such use. Contractor shall furnish all labor and equipment necessary to make a connection to said hydrant, and to obtain and transport water.

Prior to obtaining water, Contractor shall make written application to the Village for temporary use of a hydrant meter. If the application for temporary use of a hydrant meter is approved, the Contractor shall provide a deposit of three-thousand dollars (\$3,000.00) to the Village for the temporary use of said hydrant meter, which deposit will be held by the Village until such time that the meter is returned to the Village by the Contractor in

**RIDGE ROAD
VILLAGE OF VILLA PARK**

satisfactory condition. Contractor shall use said hydrant meter when obtaining water, and shall comply with all conditions for the use of said meter. Contractor shall return the hydrant meter to the Village within 24 hours of project completion and within 24 hours of any request by the Village that the hydrant meter be returned.

If Contractor makes application for temporary use of a hydrant meter and the application is not approved, Contractor shall make record of the quantity of water obtained, along with the date and time obtained, and shall report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue. If such use takes place outside of the normal working hours of the Public Works Department, Contractor shall report such information immediately upon the commencement of normal working hours.

Contractor shall not use, operate or obtain water from any hydrants other than the hydrant prescribed. Contractor shall not obtain water from the Village for construction operations or activities not under contract with the Village.

If a water main break occurs and the Village determines that the water main break is a result of Contractor's use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract, or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village's costs.

Water usage will be measured according to the Special Provisions WATER USAGE DEDUCTION and WATER USAGE CREDIT."

TRENCH BACKFILL AND PIPE BEDDING

All trench backfill and pipe bedding materials furnished under this contract shall be virgin, non-recycled materials.

EXCAVATION AND BACKFILLING OF DRAINAGE AND UTILITY STRUCTURES

Excavation, bedding and backfilling of drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract will not be paid for separately but shall be included in the cost of the items to which this work pertains.

ADJUSTING RINGS

All drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract shall have adjusting rings installed between the topmost section of the structure and the casting.

**RIDGE ROAD
VILLAGE OF VILLA PARK**

Each structure shall be fitted with a minimum of one adjusting ring and a maximum of two adjusting rings. The topmost adjusting ring on each structure shall be rubber. The second adjusting ring on each structure, if needed, shall be precast concrete with steel reinforcement. The total height of all adjusting rings on a single structure shall be a minimum of 2 in. and a maximum of 12 in.

The mating faces of adjusting rings shall be smooth, parallel, and free of cracks, chips, spalling, or casting irregularities. Rubber mastic shall be installed between each joint.

Adjusting rings will not be paid for separately but shall be included in the cost of the items to which this work pertains.

SALVAGE AND DISPOSAL OF EXISTING MATERIALS

Existing manufactured materials which are removed and are not to be reused, including, but not limited to, frames, grates, lids, castings, sign posts, sign panels, fire hydrants, valves, stops, and fittings, shall remain the property of the Village unless the Engineer waives this requirement as specified herein.

Existing manufactured materials which are removed and are not to be reused will be inspected by the Engineer. Materials which are determined by the Engineer to be in satisfactory condition shall remain the property of the Village and shall be delivered by the Contractor to the Village of Villa Park Public Works Department yard located at 51 South Ardmore Avenue in Villa Park. Delivery shall be made during the normal working hours of the Village of Villa Park Public Works Department and the Contractor shall coordinate the day, time, and other details of delivery with the Village.

Materials which are determined by the Engineer to be in unsatisfactory condition shall become the property of the Contractor and shall be removed from the site by the end of the workday and properly disposed of by the Contractor.

The delivery or disposal of materials will not be paid for separately but shall be included in the cost of all items that include removal of existing materials.

FRAMES, GRATES AND LIDS

Frames, grates, lids and all other castings furnished under this contract shall be in accordance with Section 602 and Section 604 of the Standard Specifications, except as modified herein.

Castings shall conform to ASTM A48 Class 30. Castings shall be free of cracks, holes, swells, cold shuts, and patches. Castings shall not be coated or painted.

**RIDGE ROAD
VILLAGE OF VILLA PARK**

Frames, grates, lids and other castings shall be furnished in accordance with the following:

Type 1 frames and closed lids shall be Neenah R-1713 self-sealing or approved equal.

Type 1 frames and open lids shall be Neenah R-1713 or approved equal.

Type 11 frames and grates located in barrier curb and gutter shall be Neenah R-3281-A with curb box or approved equal.

Type 11 frames and grates located in depressed curb and gutter shall be Neenah R-3281-A with depressed curb grate or approved equal.

All other castings not specified above shall be as shown on the plans or as directed by the Engineer. If any of the castings specified are not compatible in the field due to frame height or other constraints, the Contractor shall propose an alternate casting to the Engineer for approval and shall furnish the alternate casting if approved.

Frames, grates, lids and other castings located within curb ramps or crosswalks shall be substituted with ADA compliant castings.

All closed lid castings furnished under this contract shall be self-sealing, gasketed, watertight, and shall have machined bearing surfaces and concealed pick holes. The top surface of all closed lids shall be embossed with the words "VILLAGE OF VILLA PARK". The top surface of closed lids shall also be embossed with the word "SANITARY", "STORM", or "WATER" as appropriate.

Enviro-curb logos on curb boxes for Type 11 frames and grates shall have the words "DUMP NO WASTE" and "DRAINS TO RIVER" or "DRAINS TO WATERWAY" cast into the top of all curb boxes.

This work will not be paid for separately but shall be included in the cost of all pay items that include the furnishing of frames, grates, lids, or other castings.

DATE OF MANUFACTURE

All manufactured materials furnished under this contract, including, but not limited to, frames, grates, lids, castings, fire hydrants, pipe, drainage and utility structures, valves, stops, and fittings, shall have been manufactured no earlier than January 1 of the calendar year in which they are to be installed.

**RIDGE ROAD
VILLAGE OF VILLA PARK****IRON AND STEEL MATERIALS**

All iron and steel materials furnished under this contract shall be domestically manufactured or produced and fabricated in accordance with Article 106.01 of the Standard Specifications.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown on the contract plans, are approximate. Prior to commencement of work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or special provisions.

DROP HAMMERS

The use of drop hammers or similar equipment will not be permitted.

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VILLAGE OF VILLA PARK**

PROJECT SIGN

Description: This work shall consist of furnishing, fabricating and installing project sign(s) in accordance with Section 720 of the Standard Specifications. The layout of the sign and the location of the sign shall be coordinated and approved by the VILLAGE prior to fabrication. Shop drawings of the sign and assembly shall be submitted to the ENGINEER for approval. This work shall also include posting a jobsite bulletin board at the project site to remain for the duration of the project. The bulletin board shall include emergency contact information, directions to the nearest hospital, and all applicable equal opportunity notices for employees required by the County.

Materials: The sign shall be 3 feet high and 4 feet wide constructed from 0.125 in. thick aluminum sheeting. The minimum letter height shall be 2 inches. The sign shall be fabricated using Type AP white sheeting for the background with black vinyl or black opaque ink for the letters and symbols. The bottom of the sign shall be six feet above ground. The sign shall be mounted using two Type A sign posts in accordance with Section 729 of the Standard Specifications.

DuPage County CDBG-DR Sign

The sign shall include the following language:

"Funding for this project has been provided, in part, by the DuPage County Community Development Commission & the US Department of Housing and Urban Development"



The sign shall be erected for the duration of construction. Upon completion of the project, the sign and posts shall be removed and shall remain property of the Village.

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VILLAGE OF VILLA PARK**

Method of Measurement and Basis of Payment: This work shall not be paid for separately, but shall be included in the cost of the contract. This work shall include all excavation, posts, restoration and all material, equipment, and labor required to complete the work specified herein

STATUS OF UTILITIES (D1)

Effective: June 1, 2016

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to 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 in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Pre-Stage

| STAGE / LOCATION | TYPE | DESCRIPTION | RESPONSIBLE AGENCY | ACTION |
|------------------|------|-------------|--------------------|--|
| 10+29, 26' LT | Gas | Gas Tester | Nicor | Tester relocated outside of proposed sidewalk. Contractor to confirm location. |

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| STAGE / LOCATION | TYPE | DESCRIPTION | RESPONSIBLE AGENCY | ACTION |
|-------------------------|-------------|--------------------|---------------------------|---|
| Length of project | Gas | Gas Services | Nicor | Gas services adjusted and located. Contractor to contact Nicor when excavating around 24" Gas main and services to avoid conflicts. |

Pre-Stage: Relocation completed

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

| Agency/Company Responsible to Resolve Conflict | Name of contact | Address | Phone | e-mail address |
|---|------------------------|---|--------------|------------------------------|
| Nicor SC13992 | Bruce Koppang | 1844 Ferry Rd. Naperville, IL 60563 | 630.388.3046 | gasmaps @aglresources.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 owners part can be secured.

Pre-Stage

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| STAGE / LOCATION | TYPE | DESCRIPTION | OWNER | ACTION |
|--|-------------|-----------------------------|-----------------------------|--|
| N Parkway 10+25 to 18+50 W Parkway 18+50 to end | Telephone | Underground Cable | AT&T | No conflict anticipated. Utility shall be protected from damage by the contractor during construction. |
| Crossing at 12+28 N Parkway 12+28 to 18+30 Crossing at 16+81 W Parkway 18+30 to end | Electrical | Aerial Electric Cable | ComEd | No conflict anticipated. Utility shall be protected from damage by the contractor during construction. |
| Crossing at 12+28 N Parkway 12+28 to 18+30 Crossing at 16+81 W Parkway 18+30 to end | Cable | Aerial Cable | Comcast (on ComEd Poles) | No conflict anticipated. Utility shall be protected from damage by the contractor during construction. |
| N Parkway 10+00 to 18+50 | Gas | 24" Underground Gas Main | Nicor | No conflict anticipated. Utility shall be protected from damage by the contractor during construction. |

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| STAGE / LOCATION | TYPE | DESCRIPTION | OWNER | ACTION |
|--|-------------|-------------------------|--------------|--|
| S Parkway 10+21 to 14+30 Crossing at 14+30 | | | | No conflict anticipated. Utility shall be protected from damage by the contractor during construction. |
| N Parkway 14+05 to 18+33 W Parkway 18+30 to end | Gas | 2" Underground Gas Main | Nicor | |

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

| Agency/Company Responsible to Resolve Conflict | Name of contact | Address | Phone | e-mail address |
|---|------------------------|--|--------------|---------------------------------|
| AT&T | Donna Szpytek | 1000 Commerce Drive Oak Brook, IL 60523 | 630.573.5530 | ds2674@att.com |
| Comcast | Martha Gieras | 688 Industrial Drive, Elmhurst, Illinois 60126 | 630.600-6352 | Martha_Gieras@cable.comcast.com |
| ComEd H18356GLB | Eric Jostas | One Lincoln Center, Oakbrook Terrace, IL | 630.437.2927 | Eric.Jostes@ComEd.com |

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| Agency/Company Responsible to Resolve Conflict | Name of contact | Address | Phone | e-mail address |
|--|------------------|---|--------------|------------------------------|
| Nicor SC13992 | Bruce Koppang | 1844 Ferry Rd. Naperville, IL 60563 | 630.388.3046 | gasmaps @aglresources.com |

The above represents the best information available to the Village and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account 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 in the action column 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 dates 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. The Contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

OWNER COPY

CONTRACT

RIDGE ROAD
VILLAGE OF VILLA PARK

PAY ITEM SPECIAL PROVISIONS

PAY ITEM #01 – TREE ROOT PRUNING

Description. This work shall consist of performing tree root pruning. This work shall be in accordance with Section 201 of the Standard Specifications, except as modified herein.

Fertilizer nutrients and supplemental watering will not be paid for separately, but shall be included in the cost of TREE ROOT PRUNING.

Method of Measurement. This work will be measured for payment as each per tree.

Basis of Payment. This work will be paid for at the contract unit price per each for TREE ROOT PRUNING.

PAY ITEM #06 – PARKWAY RESTORATION

Description. This work shall be done in accordance with Sections 211 and 252 of the Standard Specifications and the Details provided in the Plans, except where modified herein.

The purpose of this work is to restore the areas disturbed by construction and/or to provide proper drainage in the parkways.

This work shall include restoring disturbed areas within the construction limits, removing excess backfill material, furnishing and placing topsoil in accordance with Section 211, compacting and grading to maintain positive slope, and sodding the areas in accordance with Section 252. Care should be taken to insure proper compaction as the Contractor will be responsible for repair of any areas where settlement occurs.”

Sod watering and supplemental watering are included in PARKWAY RESTORATION shall be done in accordance with Article 252.08 and 252.09.

211.02 Materials. Add the following to the end of the Article:

“Topsoil shall be a loamy mixture of black dirt having at least 90 percent passing a No. 10 sieve, and shall be free of large roots, brush, sticks, weeds, stones larger than 1/2-inch in diameter and any other litter. Topsoil, pH shall not be lower than 4.5 nor higher than 8.5 as determined in accordance with ASTM procedures for soil testing. Sod shall be salt tolerant.”

211.04 Placing Topsoil and Compost. Add the following to the end of the Article:

**RIDGE ROAD
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“The topsoil shall be spread to a smooth, compacted uniform thickness of not less than 4 inches.”

252.03 Ground Preparation. Add the following to the end of the Article:

“The removal of any excess backfill material shall be included in the pay item for PARKWAY RESTORATION.

Fertilizer nutrients shall be applied in accordance with Section 252.03 of the Standard Specifications and shall be included in the pay item for PARKWAY RESTORATION.”

252.06 Placing Sod. Add the following to the end of the Article:

“The Contractor shall provide subsequent resodding until a satisfactory growth of grass is produced or if settlement occurs.”

Method of Measurement.

211.07 and 252.12 Method of Measurement. Delete the final paragraph of Article 252.12, Replace Article 211.07 and the first paragraph of 252.12 with the following:

“Method of Measurement. This work will be measured for payment in place, and the area computed in square yards. To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition.”

Basis of Payment.

211.08 and 252.13 Basis of Payment. Delete the final paragraph of Article 252.13, Replace Article 211.08 and the first three paragraphs of 252.13 with the following:

“Basis of Payment. This work will be paid for at the contract unit price per square yard for PARKWAY RESTORATION.”.

PAY ITEM #08 – INLET FILTERS

Description. This work shall consist of installing, maintaining and cleaning inlet filters as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 280 of the Standard Specifications, except as modified herein.

Inlet filters shall consist of metal frames with attached fabric bags. Contractor shall furnish inlet filters of appropriate sizes and shapes necessary to accommodate all different types of drainage structures encountered. The use of filter fabric without a frame will not be an acceptable material for inlet filters and will be rejected.

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Contractor shall inspect and clean all inlet filters weekly, after every rainfall, and additionally as needed. Maintenance and cleaning of inlet filters will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each individual inlet filter installed and the unit of measurement will be each. No measurement will be made of maintenance and cleaning efforts. If an inlet filter is installed on multiple structures the inlet filter will only be measured for payment once.

Basis of Payment. This work will be paid for at the contract unit price per each for INLET FILTERS.

PAY ITEM #09 – AGGREGATE SUBGRADE IMPROVEMENT

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.

303.02 Materials. Materials shall be according to the following.

Item Article/Section

- (a) Coarse Aggregate 1004.07
- (b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3) 1031

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate Applications”.

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303.03 Equipment. The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.

303.04 Soil Preparation. The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.

303.05 Placing Aggregate. The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).

303.07 Compaction. All aggregate lifts 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.

303.08 Finishing and Maintenance of Aggregate Subgrade Improvement. 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.

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

303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard for AGGREGATE SUBGRADE IMPROVEMENT.

Add the following to Section 1004 of the Standard Specifications

"1004.07 Coarse Aggregate for Aggregate Subgrade Improvement. 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. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
- (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.
- (c) Gradation.

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- (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

| COARSE AGGREGATE SUBGRADE GRADATIONS | | | | | |
|--------------------------------------|--------------------------------|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| | 8" | 6" | 4" | 2" | #4 |
| CS 01 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |

| COARSE AGGREGATE SUBGRADE GRADATIONS (Metric) | | | | | |
|---|--------------------------------|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| | 200 mm | 150 mm | 100 mm | 50 mm | 4.75 mm |
| CS 01 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |

- (2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.

PAY ITEM #13 – BITUMINOUS MATERIALS (TACK COAT)

Description. This work shall consist of the preparation and application of bituminous tack coat on concrete or HMA bases prior to HMA placement. This work shall be in accordance with Section 406 of the Standard Specifications, except as modified herein.

Bituminous tack coat shall be placed at least one hour in advance of the placement of HMA, but no more than 48 hours in advance of the placement of HMA. If Contractor places tack coat more than 48 hours in advance of the placement of HMA, the tack coat

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will not be measured for payment, and Contractor will place tack coat again in accordance with this provision. Tack coat shall not be placed on weekends or on holidays unless permitted by the Engineer. Tack coat shall not be placed before weekends or holidays when placement of HMA is not expected to take place until after the weekend or holiday, unless permitted by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per pound for BITUMINOUS MATERIALS (TACK COAT).

PAY ITEM #17-18 – HOT-MIX ASPHALT DRIVEWAY PAVEMENT

Description. This work shall be performed in accordance with Articles 406.02, 406.03, 406.05, 406.06, 406.07, and 406.12 of the Standard Specifications, and the detail shown on the Plans, except as modified herein. This work shall consist of placing HMA Binder Course, IL-19.0 N50 and HMA Surface Course, Mix "D" N50, to the minimum thickness below or to match the existing HMA thickness, whichever is greater.

HMA Driveway Pavement 4" (Private Entrance)
HMA Surface Course, Mix "D", N50; 1 1/2"
HMA Binder Course, IL-19.0, N50; 2 1/2"

HMA Driveway Pavement 6" (Commercial Entrance)
HMA Surface Course, Mix "D", N50; 2"
HMA Binder Course, IL-19.0, N50; 4"

Aggregate base course is not included but is paid for separately as AGGREGATE BASE COURSE, TYPE B, 6" (private) or AGGREGATE BASE COURSE, TYPE B, 8" (commercial).

Method of Measurement. This work shall 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 HOT-MIX ASPHALT DRIVEWAY PAVEMENT, of the depth specified.

PAY ITEM #23 – DETECTABLE WARNINGS

Description. This work shall consist of installing detectable warnings. This work shall be in accordance with Section 424 of the Standard Specifications, except as modified herein.

Detectable warnings shall be installed at curb ramps and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall

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also be installed at alleys and commercial entrances where permanent traffic control devices are present.

Materials. Detectable warnings shall be pre-cast tiles. Installation shall be cast-in-place. Surface mounted applications will not be permitted. Detectable warnings shall be red in color. Detectable warning tiles shall be either rectangular or radial in shape as shown on the plans or as directed by the Engineer. The product or products to be used for detectable warnings shall be approved by the Engineer prior to use.

Construction. Installation shall be according to the manufacturer's specifications and as directed by the Engineer.

Where a curb ramp is 5 ft. in width or less and a rectangular detectable warning tile is to be used, the installation shall consist of a single detectable warning tile. If a pre-cast detectable warning tile is not manufactured in the width of the curb ramp, a larger detectable warning tile shall be furnished and shall be cut to the width of the curb ramp.

Installation of multiple detectable warning tiles at a single curb ramp will only be permitted where a curb ramp exceeds 5 ft. in width or where radial detectable warning tiles are to be used. Where multiple detectable warning tiles are permitted at a single curb ramp, they shall be mechanically joined prior to installation.

Method of Measurement. Detectable warnings will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

PAY ITEM #24 – PAVEMENT REMOVAL

Description. This work shall be done in accordance with Section 440 of the Standard Specifications except as modified herein.

440.07 (c) Adjustment of quantities. Revise section to read:

“The quantity of pavement removal shall not be adjusted. Pavement removal includes any pavement or subgrade to a depth of 10 inches. If pavement thickness greater 10 inches is encountered the remaining pavement removal shall be paid for as EARTH EXCAVATION. Pavement removal includes monolithic curb”

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Description. This work shall be done in accordance with Section 440 of the Standard Specifications except as modified herein.

440.07 (c) Adjustment of quantities. Revise section to read:

“This work shall include all pavement removal and excavation required to reach the subgrade. A minimum excavation depth of 10 inches shall include the excavation for the proposed aggregate base which is included in the cost of this item.”

PAY ITEM #28 – SIDEWALK REMOVAL

Description. This work shall be done in accordance with Section 440 of the Standard Specifications except as modified herein.

The removal and disposal of any additional material required to establish the proposed sidewalk subgrade elevation shall be included.

PAY ITEM #29 – CLASS D PATCHES

Description. This work shall consist of the removal of the existing pavement, the necessary excavation, and the replacement with hot-mix asphalt (HMA) patches at designated locations. This work shall be in accordance with Section 442 of the Standard Specifications, except as modified herein.

Remove all references to a specified type or types of patches in the Standard Specifications.

All patches shall be saw cut full-depth prior to removal of the existing pavement. Saw cuts shall be completed no more than three days prior to removal of the existing pavement. Saw cuts will not be paid for separately, but shall be included in the cost of this work.

Where patches are to be resurfaced with a subsequent lift of hot-mix asphalt, the patches shall be constructed with Hot-Mix Asphalt Binder Course, IL-19.0, N50. The minimum thickness of each lift shall be 2.25 in. The maximum thickness of each lift shall be 4 in.

Where patches are not to be resurfaced with a subsequent lift of hot-mix asphalt, the topmost lift of the patch shall be constructed with Hot-Mix Asphalt Surface Course, Mix “D”, N50. The thickness of the surface course lift shall be 2 in. Lower lifts shall be constructed with Hot-Mix Asphalt Binder Course, IL-19.0, N50. The minimum thickness

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of each lower binder course lift shall be 2.25 in. The maximum thickness of each lower binder course lift shall be 4 in.

Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, of the thickness specified.

**PAY ITEM #30 – COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12
(SPECIAL)**

Description. This work shall consist of constructing combination concrete curb and gutter as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 606 of the Standard Specifications, except as modified herein.

Excavation will not be paid for separately but shall be included in the cost of this item.

Combination concrete curb and gutter shall be constructed on a prepared base of mechanically compacted crushed aggregate of CA-6 gradation having a minimum compacted thickness of 4 in.

Wood forms shall be used. Forms constructed of steel or Masonite will not be permitted. Forms for radius sections of the combination concrete curb and gutter shall be constructed of 1 in. thick wood boards.

The height of the curb head may vary as shown on the plans or as directed by the Engineer. Variations in the height of the curb head will not be paid for separately but shall be included in the cost of this item.

Where combination concrete curb and gutter is constructed across driveways, alleys, sidewalk curb ramps, or other designated areas, the top of the curb shall be depressed according to the details shown on the plans or as directed by the Engineer. The transition from full height curb to depressed curb shall be made over a distance equal to at least four times the difference in height between the full height curb and the depressed curb.

Where combination concrete curb and gutter is constructed across sidewalk curb ramps, the depressed curb shall be in compliance with all applicable requirements of the Americans with Disabilities Act (ADA) and the Proposed Guidelines for Accessible Rights-of-Way (PROWAG).

Where combination concrete curb and gutter is to be constructed adjacent to proposed sidewalk to be constructed, the combination concrete curb and gutter shall be constructed first and shall be constructed with an integral poured ledge. The ledge shall extend horizontally a minimum of 3 in. from the back of the curb head of the combination concrete curb and gutter. The ledge shall be positioned so that the vertical distance from the top of the ledge to the top of the curb head is equal to the thickness of the proposed sidewalk.

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The ledge shall extend vertically to the bottom edge of the combination concrete curb and gutter. The construction of the integral poured ledge will not be paid for separately but shall be included in the cost of this item.

Expansion joints shall be constructed at 60 ft. maximum centers. Expansion joints shall also be constructed at all construction joints, all points of curvature, all points of tangency, within 5 ft. on either side of all curb structure castings, and at additional locations as directed by the Engineer. Expansion joints shall consist of a 1 in. thick preformed bituminous expansion joint filler that extends the full cross section of the combination concrete curb and gutter. Expansion joint filler material that is larger than the cross section of the combination concrete curb and gutter shall be cut to the exact cross section of the combination concrete curb and gutter. Expansion joints shall have two 18 in. long, No. 6 non-deformed epoxy-coated steel dowel bars placed at mid-depth. The dowel bars shall have a greased plastic expansion cap placed on one end of each dowel bar a minimum of 1 in. from the end of the dowel bar.

Where proposed combination concrete curb and gutter is to be constructed abutting existing combination concrete curb and gutter, the dowel bars shall be drilled into the existing combination concrete curb and gutter. This work will not be paid for separately but shall be included in the cost of this item.

Contraction joints shall be constructed at 15 ft. maximum centers. Where the location of a contraction joint coincides with the location of an expansion joint, the contraction joint may be omitted at the discretion of the Engineer. Contraction joints shall be tooled and sawed. Sawing of contraction joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, but in no case shall sawing commence less than 4 hours or more than 24 hours after the concrete is placed. Sawing of contraction joints shall be to a depth equal to 1/3 the thickness of the gutter flag and to a width of not less than 1/8 in. Contraction joints shall be sealed according to Article 420.12, except that joints shall be sealed with polysulfide or polyurethane joint sealant.

If Contractor fails to construct joints in accordance with the requirements of this provision and the curb cracks, the Contractor shall remove and replace the affected section of combination concrete curb and gutter extending the full length between the two adjacent joints on either side of the crack. This work will not be paid for but shall be at the Contractor's expense.

Upon removal of the forms from the back of the combination concrete curb and gutter, excavated areas behind the combination concrete curb and gutter shall be immediately backfilled. Areas where pavement or sidewalks are to be constructed shall be backfilled with crushed aggregate of CA-6 or CA-7 gradation and mechanically compacted. Areas where topsoil and sodding are to be placed shall be backfilled with non-organic material acceptable to the Engineer. This work will not be paid for separately but will be included in the cost of this item.

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Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12.

PAY ITEM #31-32 – STORM SEWERS (WATER MAIN REQUIREMENTS)

Description. This work shall be done in accordance with Section 550 and Section 551 of the Standard Specifications except as modified herein.

Materials. 550.02 Materials. Revise this Article to read:

“550.02 Materials. The storm sewer pipe shall be water main quality pipe meeting the requirements of sections 40 and 41 – 2.01 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”. PVC (SDR 26) pipe shall be used in accordance with ASTM D-2241, with joints conforming to ASTM D-3139 and flexible elastomeric gaskets meeting ASTM F-477 criteria.”

Basis of Payment. 550.10 Basis of Payment. Revise the first paragraph of this Article to read:

“550.10 Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWERS (WATER MAIN REQUIREMENTS), of the diameter specified, which price shall also include connections to existing storm sewer structures and existing storm sewers.”

551.06 Basis of Payment. Revise the paragraph of this Article to Read:

“Storm sewer removal will not be paid for if proposed storm sewer is being installed in the same trench.”

PAY ITEM #33 – TRAFFIC CONTROL AND PROTECTION (SPECIAL)

Description. This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection. This work shall be in accordance with Section 701 of the Standard Specifications, the Supplemental Specifications, the “Illinois Manual of Uniform Traffic Control Devices”, the Highway Standards and details contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein.

The bid price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) shall not exceed 5 percent of the total bid price. If the bid price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) exceeds 5 percent of the total bid price, the Village may reject the Bid.

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Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701501, 701801, 701901

DETAILS:

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

SPECIAL PROVISIONS (Included in these Special Provisions):

Maintenance of Roadways
Work Zone Traffic Control Surveillance (LRS 3)
Flaggers in Work Zones (LRS 4)
Sidewalk, Corner, or Crosswalk Closure (BDE)

Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets shall be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts, school bus companies, and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets shall be left open to local traffic at the end of each workday.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

Basis of Payment. Traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL), which price shall include all of the above listed requirements, details, standards, and special provisions.

PAY ITEM #39 – DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

Description This work shall be done in accordance with Section 602 of the Standard Specifications except as modified herein.

602.01 Description. Revise this Article to read:

“602.01 Description. This work shall consist of adjusting existing catch basins, manholes, inlets, or valve vaults.”

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602.02 Materials. Revise Note 3 at the end of this Article to read:

Note 3. Riser rings fabricated from recycled rubber must be used to adjust the frames and grates of drainage and utility structures up to a maximum of 50 mm (2 in.). They shall be installed and sealed underneath the frames according to the manufacturer's specifications.

Recycled rubber products shall consist of no less than 80 percent by weight recycled rubber. The riser shall meet or exceed the following when maintained at 23 ± 2°C (73 ± 3°F) for at least 24 hours prior to and during testing.

| Physical Property | Test Standard | Value |
|---|---|--|
| Density | ASTM C 642-90 | 1.10 ± 0.034 g/cu cm (68.63 ± 2.11 lb/cu ft) |
| Durometer Hardness | ASTM D 2240-97 Shore A | 72 ± 6 ¹ |
| Compression Deformation under 1000 kPa (145 psi) | ASTM D 575 –Test Method B Test of Specified Force | 9 ± 4 % |
| Compression Set | ASTM D 395 – Illinois Modified Test Method B Compression Set under Constant Deflection in Air | 5 ± 3 % ² |
| Weathering (70 hrs at 70 °C (158 °F)) Hardness retained | ASTM D 573 | 98 %, minimum |
| Freeze/thaw when exposed to deicing chemicals | ASTM C 672-91 | 3 % loss, maximum |

¹ Average of three tests over a 28 mm (1.12") diameter sample.

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² Samples compressed to 75 percent of initial height.

Recycled rubber adjusting rings shall have no void areas, cracks, or tears, and have no effects due to exposure to ultraviolet light. The actual diameter or length shall not vary more than 3 mm (0.125") from the specified diameter or length. Variations in height are limited to ± 1.6 mm (0.063") for parts up to 50 mm (2")."

See ADJUSTING RINGS in General Special Provisions for additional guidelines.

602.11 Furnishing and Placing Castings. Revise the last three sentences of the second paragraph of part (c) of this Article to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class SI concrete to the elevation of the surface of the base course or binder course. The Class SI concrete shall be cured for a period of 72 hours. HMA materials will not be allowed to backfill around an adjusted casting."

602.16 Basis of Payment. Revise the second paragraph of this Article to read:

"This work shall be paid for at the contract unit price each for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED, which price shall include the adjustment of existing catch basins, manholes, inlets or valve vaults, resetting the frame and grate or lid, removing and resetting the existing external chimney seal, and excavation and backfilling."

PAY ITEM #40 – DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED

Description This work shall be done in accordance with Section 602 of the Standard Specifications except as modified herein.

602.01 Description. Revise this Article to read:

"**602.01 Description.** This work shall consist of reconstructing existing catch basins, manholes, inlets, or valve vaults."

602.02 Materials. Revise Note 3 at the end of this Article to read:

Note 3. Riser rings fabricated from recycled rubber must be used to adjust the frames and grates of drainage and utility structures up to a maximum of 50 mm (2 in.). They shall be installed and sealed underneath the frames according to the manufacturer's specifications.

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Recycled rubber products shall consist of no less than 80 percent by weight recycled rubber. The riser shall meet or exceed the following when maintained at 23 ± 2°C (73 ± 3°F) for at least 24 hours prior to and during testing.

| Physical Property | Test Standard | Value |
|---|---|--|
| Density | ASTM C 642-90 | 1.10 ± 0.034 g/cu cm (68.63 ± 2.11 lb/cu ft) |
| Durometer Hardness | ASTM D 2240-97 Shore A | 72 ± 6 ¹ |
| Compression Deformation under 1000 kPa (145 psi) | ASTM D 575 –Test Method B Test of Specified Force | 9 ± 4% |
| Compression Set | ASTM D 395 – Illinois Modified Test Method B Compression Set under Constant Deflection in Air | 5 ± 3% ² |
| Weathering (70 hrs at 70 °C (158 °F)) Hardness retained | ASTM D 573 | 98%, minimum |
| Freeze/thaw when exposed to deicing chemicals | ASTM C 672-91 | 3% loss, maximum |

¹ Average of three tests over a 28 mm (1.12”) diameter sample.

² Samples compressed to 75 percent of initial height.

Recycled rubber adjusting rings shall have no void areas, cracks, or tears, and have no effects due to exposure to ultraviolet light. The actual diameter or length shall not vary more than 3 mm (0.125”) from the specified diameter or length. Variations in height are limited to ± 1.6 mm (0.063”) for parts up to 50 mm (2”)."

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See ADJUSTING RINGS in General Special Provisions for additional guidelines.

602.11 Furnishing and Placing Castings. Revise the last three sentences of the second paragraph of part (c) of this Article to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class SI concrete to the elevation of the surface of the base course or binder course. The Class SI concrete shall be cured for a period of 72 hours. HMA materials will not be allowed to backfill around an adjusted casting.”

602.16 Basis of Payment. Revise the second paragraph of this Article to read:

“This work shall be paid for at the contract unit price each for DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED, which price shall include the reconstruction of existing catch basins, manholes, inlets or valve vaults, resetting the frame and grate or lid, removing and resetting the existing external chimney seal, and excavation and backfilling.”

PAY ITEM #41 – SANITARY MANHOLES TO BE ADJUSTED

Description This work shall be done in accordance with Section 602 of the Standard Specifications and shall consist of the adjustment of sanitary manholes. Non-hardening butyl rubber mastic sealant; minimum thickness ¼-inch, shall be used between adjusting rings in place of mortar, or as required by the Owner of the Sanitary Sewer. Install new external frame seal in all locations. The installation of the external frame seal will not be paid for separately and will be considered included in this pay item.

The External Frame seal shall consist of the following:

- A. Provide frame seals consisting of a flexible external rubber sleeve and extension and stainless steel compression bands.
- B. Rubber sleeve and extension:
 - 1. Provide rubber sleeve and extension complying with ASTM C923.
 - 2. Comply with a minimum 1500 psi tensile strength, maximum 18 percent compression set and a hardness (durameter) of 48±5.
 - 3. Provide sleeve with a minimum thickness of 3/16-inch and unexpanded vertical heights of 6 or 9 inches.
- C. Provide extension having a minimum thickness of 3/16-inch.
- D. Compression band:
 - 1. Provide compression band to compress the sleeve against the manhole.
 - 2. Use 16 gauge stainless steel conforming to ASTM A240 Type 304 with no welded attachments and having a minimum width of 1-inch.

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3. Make a watertight seal having a minimum adjustment range of 2 diameter inches.
 4. Provide stainless steel screws, bolts, and nuts conforming to ASTM F593 and 594, Type 304.
- E. Acceptable products:
1. Cretex Specialty Products.
 2. Or equal.
- F. Or as required by the Owner of the sanitary sewer system.

The External Frame Seal shall be installed as follows:

- A. Install external rubber gasket on the manhole frame and chimney.
 1. Provide watertight gasket to eliminate leakage between the frame and each adjusting ring down to and including cone section.
- B. Clean surface and prepare the lower 2 inches of the manhole frame and exterior of all adjusting rings and cone section/corbel surfaces.
 1. Realign frame on adjusting rings or corbel as required.
- C. Repair and apply mortar grout to the adjusting rings as required to provide a smooth, circular surface for the rubber gasket.
- D. Install rubber gasket in accordance with manufacturer's recommendations.
 1. Field verify for suitable dimensions and layout before installation.
 2. Utilize sealing caulk where required.
- E. Or as required by the Owner of the sanitary sewer system.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED, which price shall include all of the above.

PAY ITEM #42 – DUST CONTROL WATERING

Description This work shall consist of the control of dust resulting from construction operations by the uniform application of sprinkled water. DUST CONTROL WATERING shall be performed when directed by the Engineer. All equipment used for this work shall be approved by the Engineer prior to beginning the work and shall be equipped with adequate measuring devices for metering the exact amount of water discharged.

Method of Measurement. Dust Control Watering will be measured for payment in units of 1000 gallons of water applied. All water used shall be properly documented by ticket or other approved means.

Basis of Payment. This work will be paid for at the contract unit price per unit for DUST CONTROL WATERING.

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Description This work shall consist of furnishing and placing aggregate for use as temporary access in accordance with section 402 of the Standard Specifications, except as modified herein.

Revise Article 402.10 of the Standard Specifications to read:

“402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as determined by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as determined by the Engineer. Material shall be well graded 100 percent crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the Standard Specifications gradation No. CA-6.

(a) Private Entrance. The minimum width shall be 12 ft. or match full driveway width, whichever is greater. The minimum compacted thickness shall be 6 in. The maximum grade shall be eight percent, except as required to match the existing grade.

(b) Commercial Entrance. The minimum width shall be 24 ft. or match full driveway width, whichever is greater. The minimum compacted thickness shall be 9 in. The maximum grade shall be six percent, except as required to match the existing grade.

(c) Road. The minimum width shall be 24 ft. The minimum compacted thickness shall be 9 in. The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction at the discretion of the Engineer or disposed of according to Article 202.03”.

402.12 Method of Measurement. Add the following to this article:

“Aggregate surface Course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or

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subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified”.

402.13 Basis of Payment. Revise the second paragraph of this Article to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE), or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

(a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.

(b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

PAY ITEM #46 – EXPLORATION TRENCH, SPECIAL

Description. This work shall consist of constructing a trench by mechanical means for the purpose of locating and inspecting an existing utility or utilities. This work shall be in accordance with Section 213 of the Standard Specifications, except as modified herein.

The exploration trench may be used to locate any existing utility or utilities, including, but not limited to, water mains, water services, sewer mains, sewer services, field tiles, gas lines, underground electric lines, underground telephone lines, underground cable TV lines, underground communication lines, underground fiber optic lines, and other utilities as applicable.

The exploration trench may be used to locate existing utilities regardless of whether the utilities are public or private; known or unknown; or marked or unmarked. The exploration trench may also be used to inspect the condition of existing utilities, determine the material type or dimensions of existing utilities, and to verify clearances between multiple utilities. Exploration trench work is to be completed prior to commencing any drainage or utility work so that the Engineer can make a decision for any relocation or vertical adjustments of proposed water main or storm sewer.

The exploration trench shall be constructed at the locations shown on the plans or as directed by the Engineer. The depth of the exploration trench shall vary as necessary, but shall be sufficient to locate the utility or utilities under investigation. The width of the trench shall be sufficient to allow proper investigation of the entire trench.

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Upon completion of the exploration trench, the trench shall be backfilled. All exploration trenches where the inner edge of the trench is within 2 ft of an existing or proposed edge of pavement, driveway, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk shall be backfilled with trench backfill in accordance with Section 208 of the Standard Specifications. Exploration trenches which do not require trench backfill shall be backfilled in accordance with Article 550.07 of the Standard Specifications. Backfilling of exploration trenches will not be measured for payment but shall be included in the cost of this work.

Method of Measurement. The exploration trench will be measured for payment in feet of actual trench constructed, regardless of the depth of the trench constructed. No additional measurement or compensation will be allowed for any delays or unforeseen circumstances arising from this work.

Basis of Payment. This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL.

PAY ITEM #48 - TRENCH BACKFILL (WATER MAIN)

This work shall be done in accordance with Section 208 of the Standard Specifications except as modified herein.

208.02 Materials. Replace this Article with the following:

“208.02 Materials. Trench backfill material shall be CA-6 crushed gravel or crushed stone, virgin material, meeting the requirements of Section 1004.”

208.03 Method of Measurement. Add the following sentence to the end of the first paragraph of part (b) of this article.

“Trench backfill shall be placed and measured for payment to the top of the existing pavement in areas where pipe is installed within the existing roadway.”

208.04 Basis of Payment. Replace this Article with the following:

“208.04 Basis of Payment. This work shall be paid for at the contract unit price per cubic yard for TRENCH BACKFILL (WATER MAIN).”

PAY ITEM #49-51 - DUCTILE IRON WATER MAIN, OPEN CUT

Description. This work shall consist of water main pipe complete in place, including excavation; removal and disposal of waste excavated materials; protection, replacement, or repair of utilities; trench dewatering, including erosion and siltation control methods

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and devices to provide protection to environment from all pumping operations; installation of pipe and pipe fittings; bracing; furnishing and installing concrete thrust blocks at all connections to existing pipe and at all bends, wyes, and tees; bedding and covering of pipe; trench backfilling with and compaction of excavated materials; testing; disinfection, finish grading; but not including backfilling with trench backfill material. All fittings will NOT be paid for separately but shall be included in the cost of the pipe.

This work shall also include relocating existing water main to avoid conflicts with proposed work where needed. Relocation shall include removal and disposal of material, all pipe and fittings, joint materials, tests, disinfection, casing pipe, and excavation as shown on the details in the plans.

Installing new mains in excess of five and one half feet of cover in order to cross existing mains, provide for future improvements or cross below sewer lines is included in the cost of installation of the water main, and no addition to the contract will be allowed.

Materials:

1. Ductile Iron Pipe: Provide ductile iron pipe complying with ANSI A21.51, special thickness Class 52, with joints complying with ANSI A21.11. Use cement lining complying with ANSI/AWWA, C104/A21.4 standard thickness.
 - a. Provide restrained joint pipe system, where indicated on the Plans, that utilizes one of the following methods:
 - (1) Lock rings welded into place around pipe barrel.
 - b. Bolted rings installed around pipe barrels that fit inside pipe bells.
 - c. Gaskets which include stainless steel locking segments vulcanized into the gasket.
 - d. Mechanical joint retainer gland systems that provide locking segments shaped to pipe barrel that do not create stress points on pipe barrel.
 - (1) Do not use setscrew type retainer glands.
 - e. Acceptable products:
 - (1) American Fastite, Flex-ring, Lok-ring, and MJ coupled joint.
 - (2) Clow Tyton Joint – Type A or Type B, and Super-Lock.
 - (3) U.S. Pipe TR-Flex Gripper.
 - (4) Griffin Bolt Lok or Snap Lok.
 - (5) Field Lok or Fast Grip Gasket Systems.
 - (6) Meg-A-Lug System.
 1. Series 1100 Megalug for MJ to pipe
 2. Series 1700 Megalug Harness for push on joint.
 - (7) Or approved equal.
2. Use ductile iron fittings with mechanical joint complying with ANSI A21.10 or A21.53.

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- a. Use cement lining complying with ANSI A21.4, standard thickness.
 - b. Use Cor-blue bolts and nuts.
 - c. Provide restrained joint type fittings compatible with pipe system utilized, as specified by the pipe manufacturer.
 - d. Mechanical joint retainer gland systems that provide locking segments shaped to pipe barrel that do not create stress points on pipe barrel.
 - (1) Meg-A-Lug System.
 1. Series 1100 Megalug for MJ to pipe
 2. Series 1700 Megalug Harness for push on joint.
3. Provide a ductile iron flange adaptor dual ring system with bolt circles compatible with 125#/Class 150 bolt pattern.
- a. Provide adaptor with individual actuated gripping wedges that utilize torque limiting screws to insure proper initial set.
 - b. Set screw "only" restraining adaptors are not acceptable.
 - c. Provide system that allows joint deflection of up to 5°.
 - d. Provide a fluoropolymer coating to the wedge and wedge assembly and powder coating to the restraint body.
 - (1) Acceptable Manufacturers:
 1. Series 2100 Megaflange by EBAA Iron;
 2. Or approved equal.
4. Conductivity appurtenances: Provide wedges of serrated silicon bronze or #10-copper cable and tapping devices specifically designed for this purpose. Use devices provided by the pipe manufacturer. Standard mechanical joints, field lok, or meg-a-lug are not acceptable for the purpose of conductivity.
5. Iron and steel materials: All iron and steel materials used on this project shall be domestically manufactured or produced and fabricated in accordance with Article 106.01 of the Standard Specifications.
6. Brass and bronze alloys: All brass and bronze alloys supplied with the products shall contain less than 15 percent zinc, unless otherwise specified.
- a. Brass that will come in contact with potable water shall contain no more than 0.25% lead.
 - (1) Brass fittings shall be marked with industry standard marking to indicate the amount of lead (no lead, low lead, etc.) in the brass.

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- (2) Brass for service saddles may contain more than 0.25% lead to improve ductility of the saddles.

OPERATION OF APPURTENANCES: Village of Villa Park Public Works Department employees only shall operate any existing water distribution appurtenances (i.e. water valves, hydrants, etc.).

WATER DISRUPTIONS: A minimum forty-eight (48) hours advance notice to the Owner's Public Works Department is required for any water disruptions.

DEPTH OF PIPE COVER: Lay water mains and water service lines with a minimum depth of cover of five and one half feet below finished grade ground level unless otherwise indicated on the Plans.

7. Where new mains cross existing mains, install new main below existing main unless otherwise indicated on the Plans.

PIPE RESTRAINING SYSTEMS: Provide protection from movement of water main piping, plugs, caps, tees, valves, hydrants, and bends of 11-1/4 degrees or greater.

1. Provide concrete thrust blocks at all locations unless restrained joint type fittings are utilized.
2. Where restrained joint type fittings are called for on the Plans, but cannot be utilized, provide concrete thrust blocks.
3. Concrete thrust blocks:
 - a. Provide precast or cast-in-place concrete thrust blocking with a compressive strength of 3000 psi in 28 days.
 - b. Locate thrust blocking between solid ground and the fitting to be anchored.
 - c. Unless otherwise shown or directed by the Engineer, place the base and thrust bearing sides of thrust blocking directly against undisturbed earth.
 - d. Sides of thrust blocking not subject to thrust may be placed against forms.
 - e. Place thrust blocking so the fitting joints will be accessible for repair.
 - f. When conditions prevent the use of concrete thrust blocks, use restrained joints of an approved type.
 - g. Minimum width of thrust block shall be 12 inches.
4. Restrained type pipe, fittings, and valves:
 - a. Provide restrained system as outlined in this Section or utilize metal tie rods, clamps, and lugs to prevent pipe and appurtenances from movement.
 - b. Protect tie rods and clamps with epoxy or bituminous paint.
 - c. Only restrained joint pipe indicated on the Plans will be paid for as a separate Pay Item.

- (1) Restraining gaskets or locking systems utilized on straight runs of push pipe are not considered as fittings, and are paid for as part of the Pay Item for restrained joint type pipe.

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TESTING AND INSPECTING: Install new water main but do not install corporation stops, services lines, curb stops, or service boxes until after: conducting pressure test, leakage test, disinfection of new water main, flush main, and acceptance for putting new main into service. Finish by installing corporation stops, service lines, curb stops and service boxes, and test and disinfect prior to connection to existing service lines.

1. Hydrostatic tests:
 - a. Devise a method for disposal of waste water from hydrostatic tests, and for disinfection, as approved in advance by the Engineer.
2. Pressure tests:
 - a. Subject the new water mains, including valves and hydrants, to a hydrostatic pressure of 150 psi.
 - b. Hold the test pressure for a duration of two hours without pressure loss or further pressure application.
 - c. Carefully examine exposed pipe, joints, fittings, and valves.
 - d. Replace or remake joints showing visible leakage.
 - e. Remove cracked pipe, defective pipe, and cracked or defective joints, fittings and valves. Replace with sound material and repeat the test until results are satisfactory.
 - f. Make repair and replacement without additional cost to the Village.
 - g. Use only solid stainless full-body repair clamps as approved by the Engineer.
3. Leakage test: Conduct a metered leakage test after the pressure test has been satisfactorily completed.
 - a. Duration of each leakage test: At least 24 hours.
 - b. During the test, subject water lines to a normal water pressure of the Municipality's water system.
 - c. Install water meter approved by the Engineer. Provide double check valve assembly between water meter and existing water main.
 - d. Maximum allowable leakage: As recorded by a meter approved by the Engineer, with leakage to not exceed the number of gallons per hour (gph) as determined by the following formula:

$$\text{gph} = LD (P^{1/2})/133,200$$

in which: L = Length of pipe tested, in feet

D = Diameter of water main, in inches

P = Average pressure, in pounds per square inch (gage)

Should any test of pipe disclose leakage greater than the maximum allowable amount, locate and repair the defective joint or joints and then repeat the 24-hour metered leakage

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test until the leakage is within the specified allowance, and at no additional cost to the Contract.

4. Time for making test:
 - a. Except for joint material setting and curing time for thrust blocks, pipelines jointed with rubber gaskets, mechanical, or push-on joints, or couplings may be subjected to hydrostatic pressure, inspected, and tested for leakage any time after partial completion of backfill.
 - b. Perform the pressure and leakage tests satisfactorily prior to requesting the Engineer to witness the official tests.
 - c. Notify the Engineer at least 48 hours prior to the time of the requested official tests.
 - d. Depending on traffic conditions, public hazard, or other reasons, the Engineer may direct when to conduct the tests, and may order the tests to be made in relatively short sections of water mains.

PRELIMINARY FLUSHING: Prior to disinfection, flush main as thoroughly as possible.

- a. Flush main until water runs clear.
- b. Provide a minimum flushing velocity of 2.5 fps in the water main.
- c. Coordinate time of flushing with Owner and Engineer, at least 72 hours in advance of flushing. Do not initiate flush without Owner's permission.

DISINFECTION: After the water main work has been satisfactorily completed and tested, disinfect the work in accordance with AWWA C651, and "Standard Specifications for Water and Sewer Main Construction in Illinois".

1. Forms of applied chlorine:
 - a. Apply chlorine by gas feed or solution feed chlorinator, as approved by the Owner.
 - b. Provide effective diffusion of the gas or solution into the water within the water main.
 - c. Provide means for preventing the backflow of water into the feeder.
2. Requirement of chlorine:
 - a. Initial chlorine solution in pipe: At least 50 mg/l, but not more than 100 mg/l.
 - b. Retain the disinfecting solutions in the work for at least 24 hours
 - c. Chlorine residual after the retention period: At least 25 mg/l.
3. Flushing and testing:
 - a. Following chlorination, flush treated water thoroughly from the water mains until the chlorine concentration in the water flowing from the main is no higher than generally prevailing in the Municipality's system, or less than 1 mg/l.
 - b. After flushing, collect two water samples on successive days at least 24 hours apart in sterile bottles treated with sodium thiosulfate. Notify the Engineer and the Owner to witness sample collection.

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- c. Deliver the samples to a State approved laboratory for bacteriological analysis.
 - d. Should the initial disinfection result in an unsatisfactory bacterial test, repeat the chlorination procedure until satisfactory results are obtained.
 - e. The Owner will provide the water for initial flushing and testing only.
 - f. Compensate the Owner for water used in subsequent flushing and testing.
4. Swabbing:
- a. Flush and swab the piping, valves, and fittings that must be placed in service immediately and cannot be disinfected by the above specified methods, with 5 percent solution of calcium hypochlorite prior to assembly.
 - b. Secure the Engineer's approval before applying this method of disinfection.

DECHLORINATION

1. Comply with AWWA C651-05 requirements to neutralize the residual chlorine in new water mains.
2. After new water mains have passed disinfection requirements, utilize portable diffusing dechlorinators that utilize sulfur dioxide or other chemicals listed in Appendix C of AWWA C651 to lower chlorine residuals prior to discharge to the drainage system. Lower concentration to 1 mg/l or less.

WATER MAIN REPAIR: Repair water main or water services damaged during construction utilizing products of type and manufacturers as approved by the Owner. Contact the Engineer and Owner immediately to report the location and extent of the damage. Comply with disinfection requirements as dictated by the Owner.

1. Repair the water main with methods complying with the "Standards for Water and Sewer Main Construction in Illinois", and any additional requirements required by the Owner.
2. Where water services have been stripped or pulled from the water main, replace the corporation stop as instructed by the Engineer, and replace the water service pipe to a point as determined by the Engineer.
3. Do not cover the repair until work is inspected and approved by Engineer.
4. Pipe couplings for joining of sections of cut water main where a section of new pipe is used to replace a broken pipe.
 - a. Acceptable manufacturers:
 - (1) Dresser Style 38.
 - (2) Smith-Blair CC-441.
 - (3) Or equal.
5. Repair clamps for broken or cracked pipe and sealing of existing corporation stop opening.
 - a. Use full-circle single band all stainless steel clamps.
 - b. Acceptable manufacturers:
 - (1) Smith-Blair 261.
 - (2) Or approved equal.

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- c. Replace damaged service corporation stops by installation of full-circle single band all stainless steel clamps, with service outlet, matching manufacturer's and styles used for repair of a cracked pipe.

Method of Measurement. This work will be measured in lineal feet along the centerline of the pipe, and the measurement shall extend through fittings and valves.

Basis of Payment. This work will be paid for at the contract unit price per lineal foot for DUCTILE IRON WATER MAIN, OPEN CUT, of the pipe sizes, joint type and material specified, regardless of depth.

Hydrant leader pipe shall be paid for as DUCTILE IRON WATER MAIN, OPEN CUT, 6".

Trench backfill with granular materials shall be paid for separately as TRENCH BACKFILL (WATER MAIN).

PAY ITEM #52-54 – CONNECTION TO EXISTING WATER MAIN

Description. This work shall consist of making non-pressure, cut-in connections to existing water mains. This work shall be in accordance with Section 561 and Section 563 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Materials. Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push-on joints conforming to AWWA C111, of the diameter required.

Water main fittings shall be ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings shall be cement mortar lined and tar coated in accordance with AWWA C104. Fittings shall have mechanical joint end connections unless otherwise specified. Fittings shall include tees, crosses, reducers, and all other fittings as may be necessary to construct a connection to an existing water main.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

All bolts, nuts, washers, and other hardware to be installed below grade shall be Type 304 stainless steel.

Construction. The connection to the existing water main shall be accomplished by the use of fittings of the proper types and sizes, sections of new water main pipe of the proper

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lengths and diameters, water main couplings of the proper sizes, and mechanical joint restraints. The connection shall be made in the most direct configuration possible. The connection may be made to the existing water main or to existing valves or fittings.

Thrust blocking of all fittings shall be in accordance with Article 41-2.08 of the Water and Sewer Specifications and the details in the plans.

The water main pipe and fittings shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the water main pipe and fittings.

Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each connection made, regardless of the depth of the connection, the number or type of fittings required, or any other factors. No separate measurement will be made of pipe, fittings, couplings, hardware, or any other components.

Basis of Payment. This work will be paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAIN, of the diameter specified.

PAY ITEM #55-57 – WATER VALVES

Description. This work shall consist of constructing water valves. This work shall be in accordance with applicable portions of Section 561 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Materials. Water valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, of the diameter specified, or approved equal. All exterior valve body bolting shall be Type 304 stainless steel.

Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push-on joints conforming to AWWA C111.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

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All bolts, nuts, washers, and other hardware to be installed below grade shall be Type 304 stainless steel.

Construction. Water valves shall be installed in a pre-cast concrete valve vault unless otherwise specified. The valve shall be placed on a solid concrete block resting on the bottom of the valve vault. The valve shall be placed so that the operating nut is centered under the opening of the valve vault.

Where a new water valve is to be installed on an existing water main, the existing water main shall be cut by an approved method and a section of existing water main of sufficient length shall be removed. The valve shall be joined on both ends to sections of new water main pipe of the proper length with mechanical joint restraints. The valve and pipe assembly shall be positioned in place between the two cut ends of the existing water main and the ends of the existing water main shall be joined to the valve assembly with water main couplings of the proper size. The labor, equipment and materials which are necessary to construct a new water valve on an existing water main will not be paid for separately but shall be included in the cost of this work.

Where an existing water valve is to be removed and replaced with a new water valve in substantially the same location, removal of the existing water valve will not be paid for separately but shall be included in the cost of this work.

Excavation, bedding, and backfilling needed for the installation of water valves will not be paid for separately but shall be included in the cost of this work.

Basis of Payment. This work will be paid for at the contract unit price per each for WATER VALVES, of the diameter specified.

PAY ITEM #58-59 – VALVE VAULT

Description. This work shall consist of installing valve vaults complete in place, including ASTM C-923 mechanical boot connection as shown in the detail on the Plans. This work shall include excavation; removal and disposal of waste excavated materials; protection, repair, or replacement of utilities; frames and lids; final adjustment of the frame to meet finished grade; joint protection; trench dewatering; erosion and siltation control methods and devices to protect the environment; backfilling with and compacting trench backfill material around the new vault; finish grading.

Provide precast reinforced concrete manhole sections, bottoms, and flat top slabs complying with ASTM C478 unless otherwise indicated on the Plans.

1. Provide concentric cone section unless otherwise indicated on the Plans.
2. Provide precast reinforced concrete monolithic or separate base.

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3. Design flat slab tops for AASHTO HL-93 wheel loading.
4. Provide 4,000 psi concrete using Type I Portland Cement complying with ASTM C150.
5. Mortar: Mix one part Portland Cement to three parts fine aggregate.
6. Provide joints of either flexible watertight rubber gaskets or preformed bituminous plastic gaskets consisting of a homogeneous blend of refined hydrocarbon resins and plasticizing compound reinforced with inert mineral filler. Trim smooth and free from surplus gaskets.
 - a. Acceptable preformed gasket products:
 - (1) Henry Company, RAM-NEK.
 - (2) ConSeal Concrete Sealants, Inc., Type CS-102.
 - (3) Or equal.
7. Frames and covers: Provide cast iron frames and covers with heavy duty, indented top with solid self-sealing lids and machined bearing surfaces, stamped with the words "VILLAGE OF VILLA PARK" and "WATER".
 - a. Unless otherwise shown on the Plans or as determined by the Engineer, set frames and covers:
 - (1) In paved areas: So that the top of the solid cover will be flush with the finished pavement; or
 - (2) In unpaved areas: To drain away from the valve vault.
 - (3) With flexible watertight gaskets.
 - (4) With grade rings not to exceed 12 inches.
 - b. Acceptable products:
 - (1) Neenah R-1713;
 - (2) East Jordan 1050 EXHD;
 - (3) Or approved equal.

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8. Flexible pipe connectors: Provide flexible rubber gasket collar for connecting pipe to the manhole.
 - a. Comply with ASTM C923
 - b. Use PSX gasket system by Press-Seal Gasket Corporation.

Basis of Payment. This work will be paid for at the contract unit price each for VALVE VAULT, of the valve vault size and frame and lid type indicated.

PAY ITEM #60 – FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

Description. This work shall consist of constructing fire hydrants with auxiliary valves and valve boxes. This work shall be in accordance with Section 564 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Materials. Fire hydrants shall be AMERICAN Flow Control 5- $\frac{1}{4}$ " Waterous Pacer Fire Hydrant Model WB67-250, conforming to ANSI/AWWA C502, 6' - 0" bury depth, with all stainless steel trim, above-ground breakable flanges, and auxiliary resilient wedge gate valve and valve box. Fire hydrants shall be fitted with DDP-arrangement nozzle sections with one 4- $\frac{1}{2}$ in. pumper nozzle and two 2- $\frac{1}{2}$ in. hose nozzles with National Standard threads and a National Standard operating nut.

Fire hydrants shall be factory painted red, prime coated with an epoxy, and finish coated with a two-part polyurethane top coat. Fire hydrants that are not factory painted red will be considered unacceptable and will be rejected.

Auxiliary valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, 6 in. diameter. All exterior valve body bolting shall be Type 304 stainless steel.

Valve boxes shall have a cover embossed with the word "WATER".

Hydrant lead pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push-on joints conforming to AWWA C111, 6 in. diameter.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

Valve box stabilizer grips shall be by BLR Enterprises, Inc., or approved equal.

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All hardware and fasteners to be installed below grade shall be stainless steel. Bolts and threaded rods shall be Type 304 stainless steel and nuts and washers shall be Type 300 stainless steel.

Fire hydrant barrel extensions, if permitted, shall be AMERICAN Flow Control Waterous Series and shall be a maximum of 18 in.

Construction. The fire hydrant shall be installed so that the standpipe is plumb. The center of the lowest nozzle shall be placed at least 18 in. but not more than 24 in. above finished grade. The breakable flanges shall be positioned 2 in. above finished grade. The nearest part of the hydrant shall be at least 3 ft. but not more than 8 ft. behind the back of curb. The nearest part of the hydrant shall be at least 3 ft. from all paved surfaces. Where hydrants are to be installed adjacent to a roadway they shall be placed so that the pumper nozzle faces the roadway and is perpendicular to the direction of travel of the roadway. Where hydrants are not to be installed adjacent to a roadway they shall be placed according to the plans or as directed by the Engineer.

Fire hydrants and auxiliary valves shall be set on a firm foundation of precast concrete blocks and shall be thrust blocked. Additional precast concrete bricks shall be placed under the auxiliary valve as needed. Thrust blocking shall consist of Class SI concrete cast in place against the fittings and the undisturbed earth on any side or sides of the excavation where thrust is expected to occur. A minimum of $\frac{1}{4}$ cu. yd. of concrete shall be used for the thrust blocking. The dimensions of the thrust blocking shall be determined by the Engineer. Thrust blocking may also consist of the placement of precast concrete blocks at the discretion of the Engineer. Additional precast concrete blocks shall be placed on the bottom, back and sides of the hydrant as directed by the Engineer to hold the hydrant solid and vertical. All blocks, bricks and thrust blocking shall be placed such that the pipe, joints and fittings shall be accessible for future repair and so that the hydrant drain holes are not blocked.

Mechanical joint restraints shall be installed on all mechanical fittings. Stainless steel threaded tie rods shall be installed between the fire hydrant barrel and the tee fitting on the water main. Valve box stabilizer grips shall be installed. Barrel extensions will only be permitted at the discretion of the Engineer.

Fire hydrants shall be braced during backfilling. The area around the base of the hydrant shall be backfilled with a minimum of 1 cu. yd. of virgin washed stone. The washed stone shall be covered with polyethylene sheeting prior to further backfilling. Backfill material shall be placed in lifts not exceeding 6 in. in thickness, loose measurement, and compacted in a manner approved by the Engineer.

Fire hydrants not in service shall be covered with plastic bags until the fire hydrants are in service.

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Excavation, bedding, and backfilling of fire hydrants will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each fire hydrant with auxiliary valve and valve box installed. No separate measurement will be made of pipe, fittings, hardware, or any other components.

Basis of Payment. This work will be paid for at the contract unit price per each for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX.

PAY ITEM #61-63 – WATER SERVICE CONNECTION

Description. This work shall consist of installing new copper water service connections and lines, complete in place from the water main to the existing water service line behind the curb stop, as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 562 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Short service connections shall be defined as those services for properties which are located adjacent to the half of the right-of-way where the water main is located. Long service connections shall be defined as those services for properties which are located adjacent to the half of the right-of-way opposite where the water main is located.

Materials. Water service line pipe shall be Type "K" seamless copper water tubing conforming to ASTM B88, of the diameter specified. The pipe shall be marked with the manufacturer's name or trademark and with markings indicating the type of the pipe.

Corporation stops shall be Mueller 300 Ball Corporation Valve Model B-25000 with AWWA taper (Mueller "CC") thread inlet and copper flare straight connection outlet.

Curb stops shall be Mueller 300 Ball Curb Valve Model B-25154 with copper flare nuts on both ends, quarter turn check, and Minneapolis pattern thread top.

Curb boxes shall be Mueller extension type curb box Model H-10302 with Minneapolis pattern base, 1-½ in. inside diameter, and 2-½ in. base tapping diameter.

Water service line couplings shall be Mueller H-15400 straight three-part unions with copper flare nuts on both ends, conforming to ANSI/AWWA C800, of the size needed.

All materials furnished as a part of this work shall comply with the latest requirements of the Federal Safe Drinking Water Act.

Construction. Where an existing water service is to be replaced, the contractor shall expose and remove the existing corporation stop. The contractor shall furnish a

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Smith-Blair circle repair sleeve of the appropriate diameter and of sufficient length and shall install it on the water main.

Contractor shall make a new connection to the water main using a tapping machine satisfactory to the Engineer. Contractor shall furnish and install a new corporation stop of the appropriate diameter on the water main. The Engineer may require that the Contractor furnish and install a tapping sleeve of the appropriate size if needed.

Contractor shall install a new water service line pipe from the corporation stop to the location of the existing curb box, or to such other location as shown in the plans or as directed by the Engineer. A single piece of copper water tubing of sufficient length to extend the full distance from the water main to the curb stop shall be utilized. Splicing of multiple sections of copper water tubing will not be permitted.

The new water service line and all components shall be installed a minimum of 5.5 ft. below finished grade. Where other utilities are encountered, the new water service line shall be located so that a minimum of 1 ft. of clearance exists in all directions between the new water service line and all other utilities. Where the new water service line crosses other utilities, if installation of the new water service line above the utility being crossed would result in any portion of the new water service line being less than 5.5 ft. below finished grade, the new water service line shall be installed below the utility being crossed.

The new water service line and all components shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the water service line.

Contractor shall furnish and install a new curb stop of the appropriate diameter. Contractor shall connect the new curb stop to the existing water service line behind the curb stop. If the existing water service line behind the curb stop is of a different material or diameter than the new water service line being installed, a section of new copper water service line shall be installed behind the curb stop. The existing water service line shall then be cut by an approved method, and the end of the existing water service line shall be joined to the new water service line with a water service line coupling of the appropriate type and size.

Contractor shall furnish and install a new curb box. Contractor shall remove the existing curb box. Contractor shall install a piece of lathe or timber adjacent to the new curb box to identify its location until final restoration takes place. Contractor shall adjust the new curb box to finished grade immediately before the placement of sodding or seeding, or the completion of any other final restoration measures. Contractor shall then remove the lathe or timber.

In addition to all materials listed, Contractor shall also furnish and install all other necessary fittings, adapters, hardware, and materials necessary to complete the work as described.

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Excavation, bedding, and backfilling of water service connections and lines will not be paid for separately, but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each water service connection and line installed, regardless of the length of the water service line, the depth of the water service line, conflicts with other utilities, or any other factors. No separate measurement will be made of pipe, fittings, couplings, stops, valves, or other components.

Basis of Payment. This work will be paid for at the contract unit price per each for WATER SERVICE CONNECTION (LONG), of the diameter specified, or WATER SERVICE CONNECTION (SHORT), of the diameter specified.

PAY ITEM #64 – WATER MAIN ABANDONMENT

Description. This work shall consist of the disconnection and abandonment of existing water main. The work shall include providing and installing caps and/or plugs on existing mains where portions of the existing main are to be abandoned after the new main is in service, including coordination of shut-down of mains with the Owner and Engineer; re-excavation of locations; removal and disposal of waste excavated materials; cutting of mains; removal of valve and delivery to Owner's Public Works Department; installation of plug or caps; concrete thrust blocks; backfilling and compaction of excavated materials or granular trench backfill material in pavements; and clean-up. All tees or crosses on mains to remain in service shall be cut out and a solid piece installed. All pipes, sleeves and fittings shall be included in this item. All sleeves to be Hymax Grip coupling restraints.

Basis of Payment The work will be paid for at the contract unit price per each for WATER MAIN ABANDONMENT.

PAY ITEM #65 – VALVE VAULT TO BE REMOVED

Description. This work shall consist of removing existing valve and valve vault where shown on the plans. The existing valve vault shall be excavated and removed for the full depth of the structure.

This works shall include removal and proper disposal of all material and the excavated hole shall be properly backfilled and shall include trench backfill where required.

Basis of Payment. This work will be paid for at the contract unit price per each for VALVE VAULT TO BE REMOVED.

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Description. This work shall consist of removing fire hydrants in locations where new fire hydrants are not to be installed. This work shall be in accordance with Section 564 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Where an existing fire hydrant is to be removed and replaced with a new fire hydrant in substantially the same location, removal of the existing fire hydrant will not be paid for separately but shall be included in the cost of the fire hydrant installation.

Materials. Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

All bolts, nuts, washers, and other hardware to be installed below grade shall be Type 304 stainless steel.

Construction. The existing fire hydrant, auxiliary valve, valve box, hydrant lead, tee, and a portion of the adjoining water main shall be excavated and exposed. The existing water main shall be cut on both sides of the tee by an approved method and a section of existing water main shall be removed along with the tee, hydrant lead, valve box, auxiliary valve and fire hydrant. A section of new water main pipe of the proper length shall be positioned in place between the two cut ends of the existing water main and the ends of the existing water main shall be joined to the new section of water main pipe with water main couplings of the proper size.

The excavation shall be backfilled with crushed aggregate of CA-6 gradation and mechanically compacted in lifts not exceeding 12 in.

Excavation and backfilling will not be paid for separately, but shall be included in the cost of this work.

Fire hydrants which are removed and are selected by the Engineer to be salvaged shall remain the property of the Village and shall be delivered by the Contractor to the Village of Villa Park Public Works Department yard located at 51 South Ardmore Avenue in Villa Park. Delivery shall be made during the normal working hours of the Village of Villa Park Public Works Department and the Contractor shall coordinate the day, time and other details of delivery with the Village. Fire hydrants which are not selected by the Engineer to be salvaged shall become the property of the Contractor and shall be removed from the site by the end of the workday and properly disposed of by the Contractor. The delivery or disposal of fire hydrants will not be paid for separately but shall be included in the cost of this work.

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Basis of Payment. This work will be paid for at the contract unit price per each for FIRE HYDRANTS TO BE REMOVED.

PAY ITEM #67 – SANITARY SEWER SERVICE CONNECTION

Description. This work shall be completed in accordance with the applicable portions of the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois” and the requirements of the Owner of the Sanitary Sewer, and shall consist of connecting proposed sanitary sewer service to the existing sanitary sewer service connection. The work shall include providing and installing caps and/or plugs on existing sanitary service where the existing sanitary service is to be abandoned after the new service is in service.

Basis of Payment. The work will be paid for at the contract unit price per each for SANITARY SEWER SERVICE CONNECTION.

PAY ITEM #68 – SANITARY SEWER SERVICE PIPE (OPEN CUT)

Description. This work shall be completed in accordance with the applicable portions of the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois” and the requirements of the Owner of the Sanitary Sewer, and shall consist of replacement of sanitary sewer building service lines complete in place including removal of existing building service lines at the property line and at the sanitary sewer; installing new sanitary sewer service pipe; excavation; bracing, bedding and covering of pipe; trench dewatering; trench backfilling with excavated materials or trench backfill materials; testing; and finish grading.

Sewer service material shall be Polyvinyl Chloride (PVC) pipe conforming to ASTM D-2241 with gasket joints conforming to ASTM D-3212 and a Standard Dimension Ratio (SDR) equal to 26. The wye fittings to be installed on the main shall be fabricated to fit the mainline pipe that conforms to ASTM D-2241 (fittings conforming to ASTM D-3034 will only be permitted if fittings conforming to ASTM D-2241 are not available) and the branch service pipe that conforms to ASTM D-2241. All supplied pipes must be from the same manufacturer. All connections to existing pipes shall be made with “FERNCO” RC Series” or “MISSION Flex –Seal” adjustable non-shear repair couplings equipped with stainless steel bands. Additional fittings and labor required to connect the new 6-inch sanitary service pipe to existing service pipes that are a size other than six inches is incidental to this item.

Method of Measurement. This work will be measured in lineal feet along the centerline of the service pipe from the centerline of the main line sewer to the point of connection with the existing service pipe, including all riser pipes.

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Basis of Payment. This work will be paid for at the contact unit price per lineal foot for SANITARY SEWER SERVICE PIPE (OPEN CUT), regardless of depth or diameter.

PAY ITEM #69 – SANITARY SEWER SERVICE ABANDONMENT

Description. This work shall be completed in accordance with the applicable portions of the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois” and the requirements of the Owner of the Sanitary Sewer, and shall consist of providing and installing caps and/or plugs on existing sanitary service where the existing sanitary service is to be abandoned after a new service is installed in a separate trench.

Basis of Payment. The work will be paid for at the contract unit price per each for SANITARY SEWER SERVICE ABANDONMENT.

PAY ITEM #70 – SANITARY SEWER SERVICE COMBINATION CLEANOUT CHECK VALVE

Description. This work shall consist of furnishing and installing a combination cleanout check valve on a new or existing sanitary sewer service line at the locations shown in the plans or as directed by the Engineer. This work shall be in accordance with Section 563 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

This work may consist of either the standalone installation of a combination cleanout check valve on an existing sanitary sewer service line, or the installation of a combination cleanout check valve on a new sanitary sewer service line in conjunction with the installation of the new sanitary sewer service line.

Materials. Combination cleanout check valves shall be RectorSeal Clean Check Extendable Backwater Valve, 6” PVC, Model #31805, or approved equal.

Cleanout riser pipes shall be shall be polyvinyl chloride (PVC) of the diameter and type required.

Sanitary sewer service line pipe shall be polyvinyl chloride (PVC) conforming to ASTM D-2241 with a Standard Dimension Ratio (SDR) equal to 26 and gasketed joints conforming to ASTM D-3212. Sanitary sewer service line pipe shall be of the same diameter as the sanitary sewer service line on which the combination cleanout check valve is to be installed. All supplied pipe shall be from the same manufacturer.

Pipe couplings shall be Fernco Shielded RC Series Couplings, Mission Rubber Company Flex-Seal ARC Sewer Repair Couplings, or approved equal. Pipe couplings shall be non-shear and shall be equipped with stainless steel bands.

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Construction. The combination cleanout check valve shall be located a minimum of 4 ft. behind the back of curb. The height of the combination cleanout check valve riser pipe shall be such that the cap of the combination cleanout check valve is level with finished grade.

The combination cleanout check valve shall be assembled and installed in accordance with the manufacturer's specifications. Contractor shall provide all materials, fittings, and adapters necessary to assemble the combination cleanout check valve and to connect it to the sanitary sewer service line.

Following installation, the combination cleanout check valve shall be tested by the Contractor to confirm that there is positive flow through the sanitary sewer service line and combination cleanout check valve towards the sanitary sewer main.

Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each combination cleanout check valve installed, regardless of the depth, whether the cleanout check valve is installed on an existing sanitary sewer service line or a new sanitary sewer service line, or any other factors. No separate measurement will be made of pipe, fittings, couplings, other components.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY SEWER SERVICE COMBINATION CLEANOUT CHECK VALVE.

PAY ITEM #71 – SANITARY SEWER PIPE, PVC SDR 26 ASTM D-2241

Description. This work of this pay item shall consist of the removal and replacement of sections of sanitary main sewers and also the removal and replacement of sanitary sewer service pipe including providing and installing pipe, fittings and couplings; connections to manholes; all material and equipment; sawcutting; excavation; sheeting, shoring, and dewatering; by-pass pumping; removal and disposal of excavated material; bedding and covering of pipe; making connections between different pipe materials; backfilling with granular trench backfill material; and any other labor and/or materials required to complete the work as specified herein. Locations of the repair will be provided by the Village prior to construction.

If required, bypass pumping may be accomplished by supplying sufficient pumping equipment to bypass the sewage flow around the construction area to the downstream sanitary sewer. Before leaving the construction site each day, the Contractor shall connect the new sewer to the existing sewer to allow sewage flow by gravity.

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The sanitary sewers shall be replaced with PVC SDR 26 ASTM D-2241 pipe and the sanitary sewer main pipe diameter shall be of the same diameter as the existing pipe and sanitary sewer service pipe shall be 6" diameter. Fittings shall meet the requirements of ASTM D-3212 and ASTM F477. The above pipe and fittings shall be furnished with elastomeric gasket joints conforming to ASTM D-3139. Connections to existing sewer mains and services shall be made with No-Shear Flex Couplings with two stainless steel bands at a point where the coupling cannot shift. Bedding material shall conform to IDOT gradations CA-7 and backfill material shall conform to IDOT gradations CA-6.

Basis of Payment. This work shall be measured and paid for at the contract unit price per lineal foot as SANITARY SEWER PIPE, PVC SDR 26 ASTM D-2241 of the size specified.

PAY ITEM #72 – SANITARY MANHOLE

Description. The work of this pay item shall be completed in accordance with these Special Provisions and the detail on the Plans. Work shall consist of the installation of sanitary sewer manholes complete in place, including excavation in excess of that required for sanitary sewer; trenching; bracing, sheeting and shoring; dewatering, including erosion and siltation control methods and devices to provide protection to the environment from all pumping operation; backfilling with and compaction of excavated material or trench backfill materials; sanitary sewer manhole, including base, risers, cone, adjusting rings, steps, chimney seals, and frames and covers; watertight flexible connectors to match pipe; new pipe required to connect to manhole, connection to existing pipe, abandonment of existing pipe, and non-shear mission couplings; poured inverts and benches; final adjustment of frame to final grade at time of surface restoration; finish grading; removal and disposal of waste excavated material; location, protection, and repair or replacement of existing structures, pipelines and utilities; and all other work necessary for a complete sanitary sewer manhole installation.

Removal of existing manhole, if new manhole is placed in the same location, is included in the cost of this item.

Lids shall be stamped to indicate the structure type. Sanitary lids shall be stamped with "SANITARY". Stamping shall be included in the cost of the new lid. All closed lids shall be stamped with "Village of Villa Park".

Basis of Payment. This work will be paid for at the contract unit price each for SANITARY MANHOLES of the type, diameter, and frame indicated.

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VILLAGE OF VILLA PARK**PAY ITEM #73 – PRE-CONSTRUCTION VIDEO RECORDING**

Description. This work shall consist of performing color video and audio recording of the project area and other areas which may be impacted by construction.

Pre-construction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area.

Video recordings will begin with an audio narrative which provides the current date and time, the name of the Village and name of project, and a description of both the starting location and the location or locations to be recorded, including street name or names, street addresses, and any additional information which may be necessary to describe the location and subject of viewing.

Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects, including property addresses, street signs, or other appropriate objects, at appropriate intervals.

Pre-construction video recordings will be recorded at a rate of travel not exceeding 50 feet per minute, and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have proper volume and clarity. All recordings will be performed at times of satisfactory visibility, and when no more than 10 percent of ground is obscured by snow, leaves, or other cover.

If any element within or portion of the project area is not adequately documented by the pre-construction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existing, and will further comply with all standards and provisions which govern the work in question.

Schedule. Preconstruction video recording will be performed according to the following schedule:

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- (a) Pre-construction video recording will be completed after a Notice to Proceed has been issued.
- (b) Pre-construction video recording will be completed after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared.
- (c) Pre-construction video recording will be completed before any equipment, materials, or other items are delivered to the site.
- (d) Pre-construction video recording will be completed no more than 7 chargeable days prior to the start of construction.
- (e) Pre-construction video recording will be completed, the required pre-construction video recording deliverables will be submitted to the Engineer, and the Engineer will review and issue written approval of the pre-construction video recording before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Engineer, including the day the deliverables are submitted and the day a response is provided. If the pre-construction video recording or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.
- (f) Pre-construction video recording will be submitted to Engineer for review prior to commencement of any construction, and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Owner will be re-recorded at no additional cost to the contract.

Deliverables. Video will be high-definition, with a minimum resolution of 1280 × 720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected.

Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Engineer. Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended.

Video DVD will be considered an unacceptable format for providing preconstruction video recordings, and will be rejected.

Pre-construction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory

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card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Engineer. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Engineer.

Pre-construction video recording electronic files will be accompanied by corresponding logs which document the dates, times, and locations covered by each preconstruction video recording electronic file.

Contractor shall maintain copies of all items submitted to Engineer for Contractor's own use and record.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

Basis of Payment. Pre-construction video recording will be paid for at the contract lump sum price for PRE-CONSTRUCTION VIDEO RECORDING.

PAY ITEM #74 – WATER USAGE DEDUCTION

Description. Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE DEDUCTION pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of one-hundred (100.00), and a contract unit price of a deduction of eight dollars and eighty-five cents (\$8.85), for a total WATER USAGE DEDUCTION contract price of a deduction of eight-hundred eighty-five dollars and no cents (\$885.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE DEDUCTION pay item.

Method of Measurement. Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment. The water usage deduction will be deducted at the contract unit price per thousand gallons (TGAL) for WATER USAGE DEDUCTION. The quantity deducted

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as WATER USAGE DEDUCTION will be equal to the quantity paid for as WATER USAGE CREDIT.

PAY ITEM #75 – WATER USAGE CREDIT

Description. Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE CREDIT pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of one-hundred (100.00), and a contract unit price of eight dollars and eighty-five cents (\$8.85), for a total WATER USAGE CREDIT contract price of eight-hundred eighty-five dollars and no cents (\$885.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE CREDIT pay item.

Method of Measurement. Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment. The water usage credit will be paid for at the contract unit price per thousand gallons (TGAL) for WATER USAGE CREDIT. The quantity paid for as WATER USAGE CREDIT will be equal to the quantity deducted as WATER USAGE DEDUCTION.

PAY ITEM #76 – CONTINGENCY ALLOWANCE

Description. A contingency allowance pay item is provided as a part of this contract for the purpose of facilitating the completion of unforeseen or additional work not included in the contract as awarded, and which is determined by the Engineer to be necessary and germane to the contract.

Use of the contingency allowance will be at the discretion of the Engineer. The Engineer may, at the Engineer's discretion, use the contingency allowance for any of the following reasons:

- (a) Facilitate a temporary payment allowance to the Contractor for work completed under existing contract pay items and for which completed quantities exceed contract quantities;

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- (b) Facilitate a temporary payment allowance to the Contractor for work completed beyond the scope of existing contract pay items; or
- (c) Facilitate a temporary payment allowance to the Contractor for the purchase of equipment, materials or such other requisition as Engineer determines to be necessary for the completion of the Work.

Such use of the CONTINGENCY ALLOWANCE will be further subject to approval by the Village. The Village's decision with regard to use of the CONTINGENCY ALLOWANCE will be final.

- A. Any payments made to Contractor under the CONTINGENCY ALLOWANCE will be considered temporary, and will only be retained by Contractor until such time that an authorization of contract changes can be approved and incorporated into the contract.
- B. Contractor, in accepting payments made under the CONTINGENCY ALLOWANCE, agrees to the terms of this and other applicable special provisions. Contractor agrees to relinquish any monies and any claim to monies paid under the CONTINGENCY ALLOWANCE upon approval of an authorization of contract changes and payment for any work for which payment was previously made under the CONTINGENCY ALLOWANCE. Contractor further agrees to return any monies previously paid thereunder.
- C. The CONTINGENCY ALLOWANCE pay item for this contract has been established with a unit of measurement in dollars, a quantity of 30,000.00, and a contract unit price of one dollar (\$1.00), for a total CONTINGENCY ALLOWANCE contract price of thirty thousand dollars and no cents (\$30,000.00). Bidder, in submitting a bid, accepts the quantity, unit price, and total contract price of the CONTINGENCY ALLOWANCE.

Basis of Payment. This work will be paid for at the contract unit price per dollar for CONTINGENCY ALLOWANCE. The total bid amount for this item will be 30,000.00.

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DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

Effective: April 1, 2011
Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

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

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

| Dimension | Requirement |
|--------------------------|---|
| Inside Opening | Outside dimensions of casting + 1 in. (25 mm) |
| Thickness at inside edge | Height of casting ± 1/4 in. (6 mm) |

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| | |
|---|------------------------|
| Thickness at outside edge | 1/4 in. (6 mm) max. |
| Width, measured from inside opening to outside edge | 8 1/2 in. (215 mm) min |

Placement shall be according to the manufacturer's specifications.

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

COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)

Effective: November 1, 2011

Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

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HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: January 1, 2018

1) Design Composition and Volumetric Requirements

Revise the table in Article 406.06(d) of the Standard Specifications to read:

| "MINIMUM COMPACTED LIFT THICKNESS | |
|-----------------------------------|---------------------|
| Mixture Composition | Thickness, in. (mm) |
| IL-4.75 | 3/4 (19) |
| SMA-9.5, IL-9.5, IL-9.5L | 1 1/2 (38) |
| SMA-12.5 | 2 (50) |
| IL-19.0, IL-19.0L | 2 1/4 (57)" |

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

| "Use | Size/Application | Gradation No. |
|-------------------|---|--|
| Class A-1, 2, & 3 | 3/8 in. (10 mm) Seal | CA 16 |
| Class A-1 | 1/2 in. (13 mm) Seal | CA 15 |
| Class A-2 & 3 | Cover | CA 14 |
| HMA High ESAL | IL-19.0 IL-9.5 | CA 11 ^{1/} CA 16, CA 13 ^{3/} |
| HMA Low ESAL | IL-19.0L IL-9.5L Stabilized Subbase or Shoulders | CA 11 ^{1/} CA 16 |
| SMA ^{2/} | 1/2 in. (12.5mm) Binder & Surface IL 9.5 Surface | CA13 ^{3/} , CA14 or CA16 CA16, CA 13 ^{3/} |

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

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ 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."

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

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

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

| | |
|------------|--|
| “High ESAL | IL-19.0 binder; IL-9.5 surface; IL-4.75; SMA-12.5, SMA-9.5 |
| Low ESAL | IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) ^{1/} ; HMA Shoulders ^{2/} |

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift.”

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

“1030.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Coarse Aggregate | 1004.03 |
| (b) Fine Aggregate | 1003.03 |
| (c) RAP Material | 1031 |
| (d) Mineral Filler | 1011 |
| (e) Hydrated Lime | 1012.01 |
| (f) Slaked Quicklime (Note 1) | |
| (g) Performance Graded Asphalt Binder (Note 2) | 1032 |
| (h) Fibers (Note 3) | |
| (i) Warm Mix Asphalt (WMA) Technologies (Note 4) | |

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. 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 an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. 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

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either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies".

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

| High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/} | | | | | | | | | | |
|--|------------|-----|------------------------------|-------------------|-----------------------------|-------------------|------------------|------------------|------------|-----------------|
| Sieve Size | IL-19.0 mm | | SMA ^{4/} IL-12.5 mm | | SMA ^{4/} IL-9.5 mm | | IL-9.5 mm | | IL-4.75 mm | |
| | min | max | min | max | min | max | min | max | min | max |
| 1 1/2 in (37.5 mm) | | | | | | | | | | |
| 1 in. (25 mm) | | 100 | | | | | | | | |
| 3/4 in. (19 mm) | 90 | 100 | | 100 | | | | | | |
| 1/2 in. (12.5 mm) | 75 | 89 | 80 | 100 | | 100 | | 100 | | 100 |
| 3/8 in. (9.5 mm) | | | | 65 | 90 | 100 | 90 | 100 | | 100 |
| #4 (4.75 mm) | 40 | 60 | 20 | 30 | 36 | 50 | 34 | 69 | 90 | 100 |
| #8 (2.36 mm) | 20 | 42 | 16 | 24 ^{5/} | 16 | 32 ^{5/} | 34 ^{6/} | 52 ^{2/} | 70 | 90 |
| #16 (1.18 mm) | 15 | 30 | | | | | 10 | 32 | 50 | 65 |
| #30 (600 μm) | | | 12 | 16 | 12 | 18 | | | | |
| #50 (300 μm) | 6 | 15 | | | | | 4 | 15 | 15 | 30 |
| #100 (150 μm) | 4 | 9 | | | | | 3 | 10 | 10 | 18 |
| #200 (75 μm) | 3 | 6 | 7.0 | 9.0 ^{3/} | 7.5 | 9.5 ^{3/} | 4 | 6 | 7 | 9 ^{3/} |
| Ratio Dust/Asphalt Binder | | 1.0 | | 1.5 | | 1.5 | | 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/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.

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- 5/ 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.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

“(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and 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.

| VOLUMETRIC REQUIREMENTS High ESAL | | | | |
|--------------------------------------|---|--------|-----------------------|---|
| Ndesign | Voids in the Mineral Aggregate (VMA), % minimum | | | Voids Filled with Asphalt Binder (VFA), % |
| | IL-19.0 | IL-9.5 | IL-4.75 ^{1/} | |
| 50 | 13.5 | 15.0 | 18.5 | 65 – 78 ^{2/} |
| 70 | | | 65 - 75 | |
| 90 | | | | |

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 72-85 percent”

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

“(3) SMA Mixtures.

| Volumetric Requirements SMA ^{1/} | | | |
|--|---------------------------|--|------------------------------------|
| Ndesign | Design Air Voids Target % | Voids in the Mineral Aggregate (VMA), % min. | Voids Filled with Asphalt (VFA), % |
| 80 ^{4/} | 3.5 | 17.0 ^{2/} | 75 - 83 |
| | | 16.0 ^{3/} | |

1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.

2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.

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- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted.
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.

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

“During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production.”

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

“As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

- (a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.
- (b.) A mix design was prepared based on collected dust (baghouse).

2) Design Verification and Production

Revise Article 1030.04 (d) of the Standard Specifications to read:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department’s verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

- (1) Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

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Illinois Modified AASHTO T 324 Requirements ^{1/}

| Asphalt Binder Grade | # Repetitions | Max Rut Depth (mm) |
|-----------------------|---------------|--------------------|
| PG 70 -XX (or higher) | 20,000 | 12.5 |
| PG 64 -XX (or lower) | 10,000 | 12.5 |

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.
For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

Production Testing. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture at the beginning of 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."

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

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

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

Basis of Payment.

Replace the fourth paragraph of Article 406.14 of the Standard Specifications with the following:

“Stone matrix asphalt will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; and POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified.”

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GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)

Effective: June 26, 2006

Revised: April 1, 2016

Add the following to the end of article 1032.05 of the Standard Specifications:

“(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

| Test | Asphalt Grade GTR 70-28 | Asphalt Grade GTR 64-28 |
|--|------------------------------------|------------------------------------|
| Flash Point (C.O.C.), AASHTO T 48, °F (°C), min. | 450 (232) | 450 (232) |
| Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max. | 30 (3) | 30 (3) |
| Softening Point, AASHTO T 53, °F (°C), min. | 135 (57) | 130 (54) |
| Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min. | 65 | 65 |

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other 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, 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 |

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

“A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall

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be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and 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.”

Revise 1030.02(c) of the Standard Specifications to read:

“(c) RAP Materials (Note 5)1031”

Add the following note to 1030.02 of the Standard Specifications:

Note 5. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

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Effective: November 1, 2012

Revise: January 1, 2018

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Central Bureau of Materials approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP #4 or Type 2 RAS", etc...).

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- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, HMA (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or HMA (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of Type 1 RAS with Type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate

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Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. FRAP and RAS testing shall be according to the following.

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
- (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
 - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
 - (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample of FRAP, shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
- (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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(2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

1031.04 Evaluation of Tests. Evaluation of test results shall be according to the following.

(a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag), G_{mm} . A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

| Parameter | FRAP |
|-----------------|----------------------|
| No. 4 (4.75 mm) | ± 6 % |
| No. 8 (2.36 mm) | ± 5 % |
| No. 30 (600 µm) | ± 5 % |
| No. 200 (75 µm) | ± 2.0 % |
| Asphalt Binder | ± 0.3 % |
| G_{mm} | ± 0.03 ^{1/} |

1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

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- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

| Parameter | RAS |
|------------------------|---------|
| No. 8 (2.36 mm) | ± 5 % |
| No. 16 (1.18 mm) | ± 5 % |
| No. 30 (600 µm) | ± 4 % |
| No. 200 (75 µm) | ± 2.5 % |
| Asphalt Binder Content | ± 2.0 % |

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

- (c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

| Test Parameter | Acceptable Limits of Precision | |
|--------------------------|--------------------------------|------|
| | FRAP | RAS |
| % Passing: ^{1/} | | |
| 1/2 in. | 5.0% | |
| No. 4 | 5.0% | |
| No. 8 | 3.0% | 4.0% |
| No. 30 | 2.0% | 4.0% |
| No. 200 | 2.2% | 4.0% |
| Asphalt Binder Content | 0.3% | 3.0% |
| G _{mm} | 0.030 | |

1/ Based on washed extraction.

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In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

- (d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(1) RAP from Class I, HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

(2) RAP from HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.

(3) RAP from Class I, HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

1031.06 Use of FRAP and/or RAS in HMA. The use of FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

- (a) FRAP. The use of FRAP in HMA shall be as follows.

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- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
 - (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
 - (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
 - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
 - (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

| HMA Mixtures ^{1/ 2/ 4/} | Maximum % ABR | | |
|----------------------------------|------------------------|---------|--------------------------------|
| | Binder/Leveling Binder | Surface | Polymer Modified ^{3/} |
| 30L | 50 | 40 | 30 |
| 50 | 40 | 35 | 30 |
| 70 | 40 | 30 | 30 |
| 90 | 40 | 30 | 30 |
| 4.75 mm N-50 | | | 40 |
| SMA N-80 | | | 30 |

RIDGE ROAD
VILLAGE OF VILLA PARK

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP and RAS stone specific gravities (G_{sb}) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity (G_{sb}) or Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized material. .

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of

**RIDGE ROAD
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production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
- i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
- j. Accumulated mixture tonnage.
- k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).

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VILLAGE OF VILLA PARK**

- f. RAS and FRAP weight to the nearest pound (kilogram).
- g. Virgin asphalt binder weight to the nearest pound (kilogram).
- h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.

The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 µm) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

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

Adopted January 1, 2018

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 4-1-16) (Revised 1-1-18)

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OWNER COPY

CONTRACT


 Check Sheet For Recurring
Special Provisions


The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

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| 10 | <input checked="" type="checkbox"/> Construction Layout Stakes | 95 |
| 11 | <input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing | 98 |
| 12 | <input type="checkbox"/> Subsealing of Concrete Pavements | 100 |
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| 19 | <input type="checkbox"/> Temporary Portable Bridge Traffic Signals | 114 |
| 20 | <input type="checkbox"/> Work Zone Public Information Signs | 116 |
| 21 | <input type="checkbox"/> Nighttime Inspection of Roadway Lighting | 117 |
| 22 | <input type="checkbox"/> English Substitution of Metric Bolts | 118 |
| 23 | <input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete | 119 |
| 24 | <input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant | 120 |
| 25 | <input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures | 128 |
| 26 | <input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations | 144 |
| 27 | <input type="checkbox"/> Reserved | 146 |
| 28 | <input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment | 147 |
| 29 | <input type="checkbox"/> Reserved | 153 |
| 30 | <input type="checkbox"/> Reserved | 154 |
| 31 | <input type="checkbox"/> Reserved | 155 |
| 32 | <input type="checkbox"/> Temporary Raised Pavement Markers | 156 |
| 33 | <input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam | 157 |
| 34 | <input type="checkbox"/> Portland Cement Concrete Inlay or Overlay | 160 |
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The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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| LRS 5 | <input checked="" type="checkbox"/> Contract Claims | 172 |
| LRS 6 | <input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals | 173 |
| LRS 7 | <input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals | 179 |
| LRS 8 | Reserved | 185 |
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| LRS 14 | <input checked="" type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks | 193 |
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| LRS 16 | <input checked="" type="checkbox"/> Protests on Local Lettings | 197 |
| LRS 17 | <input checked="" type="checkbox"/> Substance Abuse Prevention Program | 198 |
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BDE SPECIAL PROVISIONS
For the April 27 and June 15, 2018 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

| <u>File Name</u> | <u>#</u> | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|----------|---|------------------|----------------|
| 80099 | 1 | <input type="checkbox"/> Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2014 |
| 80382 | 2 | <input checked="" type="checkbox"/> Adjusting Frames and Grates | April 1, 2017 | |
| 80274 | 3 | <input type="checkbox"/> Aggregate Subgrade Improvement | April 1, 2012 | April 1, 2016 |
| 80192 | 4 | <input type="checkbox"/> Automated Flagger Assistance Device | Jan. 1, 2008 | |
| 80173 | 5 | <input type="checkbox"/> Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Aug. 1, 2017 |
| 80241 | 6 | <input type="checkbox"/> Bridge Demolition Debris | July 1, 2009 | |
| 50261 | 7 | <input type="checkbox"/> Building Removal-Case I (Non-Friable and Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50481 | 8 | <input type="checkbox"/> Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50491 | 9 | <input type="checkbox"/> Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50531 | 10 | <input type="checkbox"/> Building Removal-Case IV (No Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 80366 | 11 | <input type="checkbox"/> Butt Joints | July 1, 2016 | |
| 80386 | 12 | <input type="checkbox"/> Calcium Aluminate Cement for Class PP-5 Concrete Patching | Nov. 1, 2017 | |
| 80396 | 13 | <input type="checkbox"/> Class A and B Patching | Jan. 1, 2018 | |
| 80384 | 14 | <input checked="" type="checkbox"/> Compensable Delay Costs | June 2, 2017 | |
| 80198 | 15 | <input checked="" type="checkbox"/> Completion Date (via calendar days) | April 1, 2008 | |
| 80199 | 16 | <input type="checkbox"/> Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80293 | 17 | <input type="checkbox"/> Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet | April 1, 2012 | July 1, 2016 |
| 80311 | 18 | <input type="checkbox"/> Concrete End Sections for Pipe Culverts | Jan. 1, 2013 | April 1, 2016 |
| 80277 | 19 | <input type="checkbox"/> Concrete Mix Design – Department Provided | Jan. 1, 2012 | April 1, 2016 |
| 80261 | 20 | <input type="checkbox"/> Construction Air Quality – Diesel Retrofit | June 1, 2010 | Nov. 1, 2014 |
| 80387 | 21 | <input type="checkbox"/> Contrast Preformed Plastic Pavement Marking | Nov. 1, 2017 | |
| 80029 | 22 | <input type="checkbox"/> Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | July 2, 2016 |
| 80378 | 23 | <input type="checkbox"/> Dowel Bar Inserter | Jan. 1, 2017 | Jan. 1, 2018 |
| 80388 | 24 | <input type="checkbox"/> Equipment Parking and Storage | Nov. 1, 2017 | |
| 80229 | 25 | <input type="checkbox"/> Fuel Cost Adjustment | April 1, 2009 | Aug. 1, 2017 |
| 80304 | 26 | <input type="checkbox"/> Grooving for Recessed Pavement Markings | Nov. 1, 2012 | Nov. 1, 2017 |
| 80246 | 27 | <input checked="" type="checkbox"/> Hot-Mix Asphalt – Density Testing of Longitudinal Joints | Jan. 1, 2010 | April 1, 2016 |
| 80347 | 28 | <input type="checkbox"/> Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling | Nov. 1, 2014 | Jan. 1, 2018 |
| 80383 | 29 | <input type="checkbox"/> Hot-Mix Asphalt – Quality Control for Performance | April 1, 2017 | Nov. 1, 2017 |
| 80376 | 30 | <input checked="" type="checkbox"/> Hot-Mix Asphalt – Tack Coat | Nov. 1, 2016 | |
| 80392 | 31 | <input type="checkbox"/> Lights on Barricades | Jan. 1, 2018 | |
| 80336 | 32 | <input type="checkbox"/> Longitudinal Joint and Crack Patching | April 1, 2014 | April 1, 2016 |
| 80393 | 33 | <input type="checkbox"/> Manholes, Valve Vaults, and Flat Slab Tops | Jan. 1, 2018 | |
| 80045 | 34 | <input type="checkbox"/> Material Transfer Device | June 15, 1999 | Aug. 1, 2014 |
| * 80394 | 35 | <input type="checkbox"/> Metal Flared End Section for Pipe Culverts | Jan. 1, 2018 | April 1, 2018 |
| 80165 | 36 | <input type="checkbox"/> Moisture Cured Urethane Paint System | Nov. 1, 2006 | Jan. 1, 2010 |
| 80349 | 37 | <input type="checkbox"/> Pavement Marking Blackout Tape | Nov. 1, 2014 | April 1, 2016 |
| 80371 | 38 | <input type="checkbox"/> Pavement Marking Removal | July 1, 2016 | |
| 80390 | 39 | <input type="checkbox"/> Payments to Subcontractors | Nov. 2, 2017 | |
| 80377 | 40 | <input type="checkbox"/> Portable Changeable Message Signs | Nov. 1, 2016 | April 1, 2017 |
| 80389 | 41 | <input checked="" type="checkbox"/> Portland Cement Concrete | Nov. 1, 2017 | |
| 80359 | 42 | <input type="checkbox"/> Portland Cement Concrete Bridge Deck Curing | April 1, 2015 | Nov. 1, 2017 |
| 80385 | 43 | <input checked="" type="checkbox"/> Portland Cement Concrete Sidewalk | Aug. 1, 2017 | |
| 80300 | 44 | <input type="checkbox"/> Preformed Plastic Pavement Marking Type D - Inlaid | April 1, 2012 | April 1, 2016 |
| 80328 | 45 | <input checked="" type="checkbox"/> Progress Payments | Nov. 2, 2013 | |
| 34261 | 46 | <input type="checkbox"/> Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2006 |

| <u>File Name</u> | <u>#</u> | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|----------|---|------------------|----------------|
| 80157 | 47 | <input type="checkbox"/> Railroad Protective Liability Insurance (5 and 10) | Jan. 1, 2006 | |
| 80306 | 48 | <input type="checkbox"/> Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) | Nov. 1, 2012 | Jan. 1, 2018 |
| 80395 | 49 | <input type="checkbox"/> Sloped Metal End Section for Pipe Culverts | Jan. 1, 2018 | |
| 80340 | 50 | <input type="checkbox"/> Speed Display Trailer | April 2, 2014 | Jan. 1, 2017 |
| 80127 | 51 | <input type="checkbox"/> Steel Cost Adjustment | April 2, 2004 | Aug. 1, 2017 |
| 80391 | 52 | <input type="checkbox"/> Subcontractor Mobilization Payments | Nov. 2, 2017 | |
| 80317 | 53 | <input type="checkbox"/> Surface Testing of Hot-Mix Asphalt Overlays | Jan. 1, 2013 | April 1, 2016 |
| 80298 | 54 | <input type="checkbox"/> Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".) | April 1, 2012 | April 1, 2017 |
| 20338 | 55 | <input type="checkbox"/> Training Special Provisions | Oct. 15, 1975 | |
| 80318 | 56 | <input type="checkbox"/> Traversable Pipe Grate for Concrete End Sections (NOTE: This special provision was previously named "Traversable Pipe Grate".) | Jan. 1, 2013 | Jan. 1, 2018 |
| 80288 | 57 | <input checked="" type="checkbox"/> Warm Mix Asphalt | Jan. 1, 2012 | April 1, 2016 |
| 80302 | 58 | <input type="checkbox"/> Weekly DBE Trucking Reports | June 2, 2012 | April 2, 2015 |
| 80071 | 59 | <input type="checkbox"/> Working Days | Jan. 1, 2002 | |

The following special provisions are in the 2018 Supplemental Specifications and Recurring Special Provisions.

| <u>File Name</u> | <u>Special Provision Title</u> | <u>New Location</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|---|--|------------------|----------------|
| 80368 | Light Tower | Article 1069.08 | July 1, 2016 | |
| 80369 | Mast Arm Assembly and Pole | Article 1077.03(a)(1) | July 1, 2016 | |
| 80338 | Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching | Recurring CS #35 | April 1, 2014 | April 1, 2016 |
| 80379 | Steel Plate Beam Guardrail | Articles 630.02, 630.05, 630.06, and 630.08 | Jan. 1, 2017 | |
| 80381 | Traffic Barrier Terminal, Type 1 Special | Article 631.04 | Jan. 1, 2017 | |
| 80380 | Tubular Markers | Articles 701.03, 701.15, 701.18, and 1106.02 | Jan. 1, 2017 | |

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal - Case I
- Building Removal - Case II
- Building Removal - Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

ADJUSTING FRAMES AND GRATES (BDE)

Effective: April 1, 2017

Add the following to Article 602.02 of the Standard Specifications:

- “(s) High Density Expanded Polystyrene Adjusting Rings with Polyurea Coating (Note 4) 1043.04
- (t) Expanded Polypropylene (EPP) Adjusting Rings (Note 5) 1043.05

Note 4. High density expanded polystyrene adjusting rings with polyurea coating shall meet the design load requirements of AASHTO HS20/25. The rings may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 6 in. (150 mm). They shall be installed and sealed underneath the frames according to the manufacturer’s specifications.

Note 5. Riser rings fabricated from EPP may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 6 in. (150 mm). An adhesive meeting ASTM C 920, Type S, Grade N5, Class 25 shall be used with EPP adjustment rings. The top ring of the adjustment stack shall be a finish ring with grooves on the lower surface and flat upper surface. The joints between all manhole adjustment rings and the frame and cover shall be sealed using the approved adhesive. In lieu of the use of an adhesive, an internal or external mechanical frame-chimney seal may be used for watertight installation. EPP adjustment rings shall not be used with heat shrinkable infiltration barriers.”

Add the following to Section 1043 of the Standard Specifications:

“1043.04 High Density Expanded Polystyrene Adjusting Rings with Polyurea Coating. High density expanded polystyrene adjustment rings with polyurea coating shall be designed and tested to meet or exceed an HS25 wheel load according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M306 HS-25). The raw material suppliers shall provide certifications of quality or testing using the following ASTM standards, and upon request, certify that only virgin material was used in the manufacturing of the expanded polystyrene rings.

| Physical Property | Test Standard | Value | |
|--|---------------|---------------------|---------------------|
| | | 3.0 lb/cu ft | 4.5 lb/cu ft |
| Compression Resistance at 10% deformation at 5% deformation at 2% deformation | ASTM D 1621 | 50 - 70 | 70 - 90 |
| | | 45 - 60 | 60 - 80 |
| | | 15 - 20 | 20 - 40 |
| Flexural Strength | ASTM D 790 | 90 - 120 | 130 - 200 |
| Water Absorption | ASTM D 570 | 2.0% | 1.7% |
| Coefficient of Linear Expansion | ASTM D 696 | 2.70E-06 in./in./°F | 2.80E-06 in./in./°F |
| Sheer Strength | ASTM D 732 | 55 | 80 |

| | | | |
|--------------------------|-------------|------------------------|-----------|
| Tensile Strength | ASTM D 1623 | 70 - 90 | 130 - 140 |
| Water Vapor Transmission | ASTM C 355 | 0.82 – 0.86 perm – in. | |

High density expanded polystyrene adjustment rings with polyurea coating shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to ± 0.063 in. (± 1.6 mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface.

1043.05 Expanded Polypropylene (EPP) Adjusting Rings. The EPP adjusting rings shall be manufactured using a high compression molding process to produce a minimum finished density of 7.5 lb/cu ft (120 g/l). The EPP rings shall be made of materials meeting ASTM D 3575 and ASTM D 4819-13. The grade adjustments shall be designed and tested according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M 306 HS-25).

Grade rings shall contain upper and lower keyways (tongue and groove) for proper vertical alignment and sealing. The top ring, for use directly beneath the cast iron frame, shall have keyways (grooves) on the lower surface with a flat upper surface.

Adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall meet ASTM C 920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O.

EPP adjustment rings shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to ± 0.063 in. (± 1.6 mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface."

80382

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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 working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times (\% / 100 \times \text{CUP} / \text{OCT})$$

Extended Traffic Control occurs between December 1 and March 31:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times 1.5 (\% / 100 \times \text{CUP} / \text{OCT})$$

Where: TE = Duration of approved time extension in calendar days.
 % = Percent maintenance for the traffic control, % (see table below).
 CUP = Contract unit price for the traffic control pay item in place during the delay.
 OCT = Original contract time in calendar days.

| Original Contract Amount | Percent Maintenance |
|------------------------------|---------------------|
| Up to \$2,000,000 | 65% |
| \$2,000,000 to \$10,000,000 | 75% |
| \$10,000,000 to \$20,000,000 | 85% |
| Over \$20,000,000 | 90% |

When an ETCP 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."

COMPLETION DATE (VIA CALENDAR DAYS) (BDE)

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon 60 calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

80198

HOT-MIX ASPHALT – TACK COAT (BDE)

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

“(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived.”

80376

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

Revised: April 1, 2016

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

| "Mixture Composition | Parameter | Individual Test (includes confined edges) | Unconfined Edge Joint Density Minimum |
|----------------------|-------------------|---|---------------------------------------|
| IL-4.75 | Ndesign = 50 | 93.0 – 97.4% ^{1/} | 91.0% |
| IL-9.5 | Ndesign = 90 | 92.0 – 96.0% | 90.0% |
| IL-9.5,IL-9.5L | Ndesign < 90 | 92.5 – 97.4% | 90.0% |
| IL-19.0 | Ndesign = 90 | 93.0 – 96.0% | 90.0% |
| IL-19.0, IL-19.0L | Ndesign < 90 | 93.0 ^{2/} – 97.4% | 90.0% |
| SMA | Ndesign = 50 & 80 | 93.5 – 97.4% | 91.0% ⁿ |

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

| "TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA | | |
|---|--|---------------|
| Class of Conc. | Use | Air Content % |
| PP | Pavement Patching Bridge Deck Patching (10) | 4.0 - 8.0" |
| | PP-1 | |
| | PP-2 | |
| | PP-3 | |
| | PP-4 | |
| | PP-5 | |

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

“(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type.”

PORTLAND CEMENT CONCRETE SIDEWALK (BDE)

Effective: August 1, 2017

Revise the first paragraph of Article 424.12 of the Standard Specifications to read:

"424.12 Method of Measurement. This work will be measured for payment in place and the area computed in square feet (square meters). Curb ramps, including side curbs and side flares, will be measured for payment as sidewalk. No deduction will be made for detectable warnings located within the ramp."

80385

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

State of Illinois
Department of Transportation
Bureau of Local Roads and StreetsSPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALSEffective: January 1, 2001
Revised: January 1, 2014

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.

Replace Article 102.01 of the Standard Specifications with the following:

"Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.
- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.

- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder, who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

| <u>Amount Bid</u> | <u>Proposal Guaranty</u> |
|-------------------|--------------------------|
| Up to | \$5,000 |
| >\$5,000 | \$10,000 |
| >\$10,000 | \$50,000 |
| >\$50,000 | \$100,000 |
| >\$100,000 | \$150,000 |
| >\$150,000 | \$250,000 |
| >\$250,000 | \$500,000 |
| >\$500,000 | \$1,000,000 |
| >\$1,000,000 | \$1,500,000 |
| >\$1,500,000 | \$2,000,000 |
| >\$2,000,000 | \$3,000,000 |
| >\$3,000,000 | \$5,000,000 |
| >\$5,000,000 | \$7,500,000 |
| >\$7,500,000 | \$10,000,000 |
| >\$10,000,000 | \$15,000,000 |
| >\$15,000,000 | \$20,000,000 |
| >\$20,000,000 | \$25,000,000 |
| >\$25,000,000 | \$30,000,000 |
| >\$30,000,000 | \$35,000,000 |
| Over | \$35,000,000 |

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the award as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide."

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

Effective: January 1, 1999
Revised: January 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.

Replace Article 105.07 of the Standard Specifications with the following:

“105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

- (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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:

Village of Villa Park

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 & StreetsSPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKSEffective: January 1, 1999
Revised: January 1, 2014

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

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

**SPECIAL PROVISION
FOR
EQUIPMENT RENTAL RATES**

Effective: January 1, 2012

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

Replace Article 109.04(b)(4) with the following:

- "(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Engineer, the Contractor will be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" and latest index factor as issued by the Illinois Department of Transportation. The equipment should be of a type and size reasonably required to complete the extra work."

FEDERAL REQUIREMENTS



THIS BOOKLET IS BEING PROVIDED AS PART OF THE BID MANUAL FOR THIS PROJECT BECAUSE FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

THIS BOOKLET CONTAINS:

- Required Contract Provisions for HUD Funded Capital projects in DuPage County, IllinoisPage 1
 - Executive Order 11246Page 13
 - HUD Federal Labor Standards ProvisionsPage 21
- HUD required general contractor and sub-contractor formsPage 26
 Samples and instructions for required contractor forms to be filled out, signed, and turned in by all labor providers, including:
 - Ownership FormPage 27
 - Letter to the Office of Federal Contract Compliance Labor.....Page 28
 - Labor Relations AgreementPage 29
 - Apprentice Policy Recognition FormPage 31
 - Section 3 FormsPage 32
 - Certified Payroll and Statement of Compliance.....Page 39
- A copy of the latest Davis Bacon Federal Wage determination for wage rates in DuPage CountyPage 47

Supplied through the DuPage
 Community Development Commission
 421 N. County Farm Road
 Wheaton, IL 60187

**REQUIRED CONTRACT PROVISIONS FOR HUD FUNDED
CAPITAL PROJECTS IN DUPAGE COUNTY, ILLINOIS**

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I. APPLICATION

- A. These *Required Contract Provisions* shall apply to all work performed on the contract by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.
- B. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these *Required Contract Provisions* and also a clause requiring his Subcontractors to include these *Required Contract Provisions* in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The *Required Contract Provisions* shall in no instance be incorporated by reference.
- C. A breach of any of the stipulations contained in these *Required Contract Provisions* may be grounds for termination of the contract.
- D. A breach of the following clauses may also be grounds for debarment as provided in 29 CFR, Part 5.6.
- E. All Bidders must sign the CDC Conditions and submit them with their complete bid package. This form is found in the Bid Specifications Manual.
- F. All bidders and their subcontractor shall be eligible for award of a federally assisted or insured contract. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

II. EQUAL OPPORTUNITY PROVISIONS

A. *Equal Opportunity Clause*

Except as otherwise provided, DuPage County requires the inclusion of the following language as a condition of any grant, contract, loan insurance or guarantee involving federally assisted construction which is not exempt from the requirements of equal opportunity. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Part 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following opportunity Clause:

- B. ***Activities and Contracts Not Subject to Executive Order 11246, As Amended*** (*Applicable to federally assisted construction contracts and related subcontracts \$10,000 and under*).

During the performance of this contract, the Contractor agrees as follows,

"The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin. The Contractor shall take affirmative action to ensure that the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not be limited to, the following; 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. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DuPage County Community Development Specialist setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin”.

Contractors shall incorporate foregoing requirements in all subcontracts.

III. EXECUTIVE ORDER 11246 - Equal Employment Opportunity

Contracts/Subcontracts above \$10,000 Section 202 Equal Opportunity Clause

The complete Executive Order 11246 is included in this Federal Requirements booklet.

A. During the performance of this contract, the Contractor agrees as follows,

“The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause”.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his or her books, records and accounts by DuPage County, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

- G. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as DuPage County or HUD may direct as means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such direction by DuPage County or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

IV. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY *(Executive Order 11246, applicable to contracts/subcontracts exceeding \$10,000)*

- A. The Offeror or Bidder's attention is called the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set Herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
1. Until further notice the goal for women participation is 6.9% (Nationwide).
 2. Until further notice the goal for minority participation is 19.6% (Chicago PMSA).
- C. These goals are applicable to all Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.
- D. The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60.4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR, Part 60.4. Compliance with the goals will be measured against the total work hours performed.
- E. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number, estimated dollar amount of the

subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

- F. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Chicago PMSA.

V. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (*Executive Order 11246*)

A. **As Used In These Specifications:**

1. "Covered Area" means the geographical area described in the solicitation from which this contract is resulted.
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
3. "Employer identification numbers" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

B. "Minority" Includes:

1. *Black* - All persons having origins in any of the Black African racial groups not of Hispanic origin.
2. *Hispanic* - All persons of Mexican, Puerto Rican, Cuban, Central and South American or other Spanish Culture or origin, regardless of race.
3. *Asian and Pacific Islander* - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
4. *American Indian or Alaskan Native* - All persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

C. **Subcontracts**

1. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
2. If the Contractor is participating (pursuant to the 41 CFR, Part 60 4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an

approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (I) through (XVI) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following.

D. *Equal Employment Opportunity Documentation*

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in tall facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of any carrying out of the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individuals were sent to the union hiring hall for referral and were not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason, therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under D (2) above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and the disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60, 3.
12. Conduct, at least annually, an inventory and evaluation of at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for (through appropriate training, etc.) such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
 17. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office from Federal Procurement contracting officers.
- E. Voluntary Associations**
1. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations, D-1 through D-17. The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under D-1 through D17 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
 2. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is under utilized).
 3. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

4. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
5. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
6. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR, Part 60,4.8.
7. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
8. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

F. ***Civil Rights Act of 1964***

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. ***Section 109 Of The Housing And Community Development Act Of 1974***

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. ***"Section 3" Compliance In The Provisions Of Training, Employment And Business Opportunities***

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3).

2. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to be the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 requirements.
4. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions and the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
5. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action as provided in the applicable provision of the subcontract in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR, Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of regulations under 24 CFR, Part 135.
6. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR, Part 135.
7. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS

As a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction, DuPage County requires the following language to be included in full in any contract subject to the Contract Work Hours and Safety Standards ACT. As used in the section, the terms "*laborers*" and "*mechanics*" include watchmen and guards.

"The subgrantee, in accordance with Title 29, CFR, Part 5, hereby agrees that it will ensure the inclusion in all construction contract documents and bid specifications".

A. 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 laborer or mechanic in any workweek in which he 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 his basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation and Liability for Unpaid Wages and Liquidated Damages

In the event of any violation of the clause set forth in Subsection A, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in Subsection A, in the sum of \$10 for each calendar day on which such employee 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 Subsection A.

C. Withholding for Unpaid Wages and Liquidated Damages

The DuPage County Community Development Specialist may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or Subcontractor such sums as may administratively be determined to be necessary to satisfy an liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection B.

D. Subcontract

The Contractor shall insert in any subcontracts the clauses set for in subsections A, B and C of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts they may in turn be made.

E. Contractor's Responsibility

The Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in Subparagraph A through D.

VII. SAFETY

In the performance of this contract, the Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions, on his own responsibility or the DuPage County Community Development Specialist may determine 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.

VIII. FALSE STATEMENTS CONCERNING PROJECTS

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 projects utilizing Federal funds, 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.

IX. IMPLEMENTATION OF CLEAN AIR ACT

Contract requirements

- A. The Contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (PL 91-604, 42 U.S.C 1857, as amended by PL 95-95 and PL 95-960, 42 USC 4362, 7401 et Seq.), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to Title 40 CFR, Part 15.
- B. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, relating to inspection, monitoring, entry reports and information, as well as, all other requirements specified in Section 114 and all regulations and guidelines listed there under.
- C. The Contractor shall promptly notify the Community Development Specialist of the receipt of any communication from the Director, Office of Federal Activities, or the EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA Listing of Violating Facilities.
- D. The Contractor agrees to include or cause to be included the requirements of subparagraphs A through D of this section in every nonexempt subcontract and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

X. LABOR STANDARDS

Except as otherwise provided, DuPage County requires the inclusion of the HUD Federal Labor Standards Provisions Form 4010 as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction.

EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**Subpart A - Duties of the Secretary of Labor**

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or

supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204 (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions

set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship,

membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such

information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.

10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such

directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 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. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall 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.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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.

9. Disputes concerning labor standards. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

HUD REQUIRED GENERAL CONTRACTOR AND SUB-CONTRACTOR FORMS

THESE FORMS WILL NEED TO BE COMPLETED BY THE SUCCESSFUL BIDDER(S)

- ❑ Notification to the Office of Federal Contract Compliance Programs: This form applies to the successful bidder(s) and all subcontractors with contracts of \$10,000 or greater. Mail this form to U.S. Department of Labor. Copies to Owner and DuPage County.

ORIGINALS OF ALL OF THE FOLLOWING FORMS MUST BE SENT TO OWNER

- ❑ Ownership Form
- ❑ Contractor / Subcontractor Labor Relations Agreement
- ❑ Apprenticeship Policy Recognition Form
- ❑ Section 3 Forms
 - Complete as applicable
- ❑ Certified Payroll (Weekly Reports) (Two page form with payroll on first page and statement of compliance on second page.)

Note: DuPage County Community Development Commission (CDC) is the DuPage County office responsible for administering HUD funds. This project is funded in whole or part via a grant of HUD funds from DuPage County to the Owner / Subgrantee.

Informational Materials Attached: Sample Labor Relations Agreement; Section 3 Initiative and Compliance summary; Instructions for Completing Certified Payrolls and Statement of Compliance; Categorizing Foremen, Supervisors, Owners, and Other Employees on Certified Payrolls; Sample Payroll; Sample Statement of Compliance.

HUD = United States Department of Housing and Urban Development

OWNERSHIP FORM

(To be completed by business owners)

Any contractor working on a federally funded project must be cleared through the Excluded Parties List System (EPLS) for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. Please complete this information so that such clearance may be performed by CDC staff.

PART 1 Business Information:

| | | | |
|-------------------------------|--|--------------------|--|
| Legal Business Name | | | |
| Owner Name | | | |
| Address of Business | | | |
| Telephone # | | Fax # | |
| Webpage (if available) | | FIN (IRS) # | |
| Trade(s) | | | |

Indicate whether business is:

- Sole Proprietorship _____ Date Established: _____ BRC² _____
- Limited Liability Company _____ Date of Agreement: _____ BRC _____
- Partnership _____ Date of Incorporation: _____ TIN³ _____
- Corporation¹ _____

¹ Does not include affiliates, wholly owned subsidiaries or divisions.

² Business Registration Certificate Number

³ Tax Identification Number

Has the firm done or is it currently doing business under another name?

Yes: _____ No: _____

If yes, please provide the name and explain:

Is the spouse of the owner also involved in the business in any capacity (Vice President, secretary, etc)?

Yes: _____ No: _____

If yes, please provide name and the title of the spouse:

Identify the names of all owners/principals of the company:

| Name | Title | Business Name (if applicable) |
|------|-------|-------------------------------|
| | | |
| | | |
| | | |
| | | |

Is the firm in Good Standing with the State of Illinois? (This will be confirmed by CDC through a check of CyberDrive Illinois.)

Yes: _____ No: _____

If no, please explain:

PART 2 Other Concerns:

| | | | |
|--------------------------|--|---|---|
| <input type="checkbox"/> | Business is owned by a minority person: | <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic American |
| | <input type="checkbox"/> Other (Specify): | <input type="checkbox"/> Native American | <input type="checkbox"/> Asian/Pacific American |
| <input type="checkbox"/> | Business is woman owned. | | |

I certify that the above information is complete and accurate.

| | |
|--------------------------|----------------|
| _____ Owner Signature | _____ Date |
| _____ Print Name | _____ Title |

**NOTIFICATION TO THE OFFICE OF FEDERAL
CONTRACT COMPLIANCE PROGRAMS (OFCCP)**

To be completed and mailed within 10 business days of contract signing. Send original to the Office of Federal Contract Compliance and photocopy to DuPage County Address at bottom of letter.

Date: _____

Michael Thomas, District Director
Office of Federal Contract Compliance Programs
U.S. Department of Labor – Employment Standards Administration
Chicago District Office
230 S. Dearborn St., Room 434
Chicago, IL 60604

Please be advised that the following contract in excess of \$10,000 has been awarded:

Program: _____

Contractor: _____

Contractor Address: _____

Contractor Telephone: _____

Contractor Employer ID Number: _____

\$ Amount of Contract: _____

Construction Start Date: _____

Construction Completion Date: _____

Project No. _____

Project Location: _____

Signed: _____

Printed Name: _____

Title: _____

CC: DuPage County Community Development
421 N. County Farm Rd, Room 3-100
Wheaton, IL 60187

CC: _____

Attn: _____

Attn: _____

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

| | | | |
|---|---|-----------------------------------|---|
| Project Name | Non-Profit Agency New Facility Construction | Project # | CD13-01 |
| Project Address | 1 Main Street, Town, IL 60000 | Contract Amount | 100,000 |
| Contractor Name | Jones Construction Company | Type | <input type="checkbox"/> GC <input checked="" type="checkbox"/> Subcontractor |
| <i>If SUBCONTRACTOR provide name of contracting company</i> | | Tom's General Contracting Company | |
| Address of Business | 123 Main Street, Town, IL 60000 | | |
| Contact Person | Samuel Jones | Title | Owner/President |
| Telephone # | 111-111-1111 | Fax # | 222-222-2222 |
| Email Address | sam.jones@jonesco.com | FIN (IRS) # | 12-3456789 |

1. Is the contractor named above supplying materials only? No (continue to question 2.) Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

| | | | |
|--------------------|------------------------------------|-------------------|---------------------|
| Name/Title: | Samuel Jones / Owner/President | Signature: | <i>Samuel Jones</i> |
| Name/Title: | Jane Jones / Payroll Administrator | Signature: | <i>Jane Jones</i> |

3. I HAVE HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

| | |
|--|---|
| Job Classification # (for DuPage) | CARP0555-005 (Building) |
| Group # (if applicable) | n/a |
| Hourly Wage Rate: | \$41.52 |
| Hourly Fringe Benefits: | \$25.47 |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input checked="" type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$66.99 |

| | |
|--|---|
| Job Classification # (for DuPage) | LABO0002-003 |
| Group # (if applicable) | 1 |
| Hourly Wage Rate: | \$35.20 |
| Hourly Fringe Benefits: | \$21.45 |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input checked="" type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$56.65 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Samuel Jones 04/01/2013

Signature Date
 Samuel Jones Owner/President
 Print Name Title

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

| | | | |
|---|--------------|------------------------|--|
| Project Name | Project Name | Project # | |
| Project Address | | Contract Amount | |
| Contractor Name | | Type | <input type="checkbox"/> GC <input type="checkbox"/> Subcontractor |
| <i>If SUBCONTRACTOR provide name of contracting company</i> | | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

1. Is the contractor named above supplying materials only? No (continue to question 2.) Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

| | | | |
|--------------------|--|-------------------|--|
| Name/Title: | | Signature: | |
| Name/Title: | | Signature: | |

3. I HAVE HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | 0 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | 0 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | 0 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | 0 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | 0 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | 0 |

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

| | |
|------------------|-------------|
| Signature _____ | Date _____ |
| Print Name _____ | Title _____ |

APPRENTICESHIP POLICY RECOGNITION FORM

This form has been provided by the DuPage Community Development Commission (CDC) for the contractor's benefit to fully understand the requirements that surround the use of apprentices and trainees on federally funded projects. You are encouraged by the CDC to assign apprentices to this project and this document discloses key requirements that will help contractors avoid infractions which necessitate wage restitution. By filling out this form, you are only demonstrating your awareness of the policies regarding apprentices and government work. After completing this form, please return it to the property owner to hand into to the CDC.

| | | | |
|---|--------------|------------------------|--|
| Project Name | Project Name | Project # | |
| Project Address | | Contract Amount | |
| Contractor Name | | Type | <input type="checkbox"/> GC <input type="checkbox"/> Subcontractor |
| <i>If SUBCONTRACTOR provide name of contracting company</i> | | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

Federal regulations stipulate that apprentices and trainees (hereinafter "apprentices") assigned to a federally funded project are required to be accompanied by a qualified journeyman worker of the same trade. This means that apprentices are not to perform work on the *project* without proper supervision. Superintendents, company inspectors, managing supervisors, foremen, or any other person employed as contractor administration, do not qualify as a labor-mentoring agent. On each certified payroll, a journeyman's hours must match an apprentice's hours each day. There are no exceptions to this policy.

Should an apprentice perform work *alone* on the premises of the above stated project, Davis-Bacon Wage Determinations will apply and the apprentice must be paid the minimum prevailing wage for his or her time. Restitution must be paid to the employee in the manner of the difference between the prevailing wage and the apprentice's wage.

| | | |
|---|------------------------------|-----------------------------|
| Do you plan on using apprentices for the above referenced project? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Are your apprentices registered with the Bureau of Apprenticeship and Training? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If not, you must register all apprentices with the Bureau. You can reach the local office at: (312) 596-5500. Return evidence of registration to the property owner.

List below the names and status of the apprentices likely planned for work on this project. Listing does not bind the contractor to assigning these apprentices and trainees:

| Apprentice/Trainee Name | Year/Level | Registered | Wage/hour |
|-------------------------|------------|------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |

I am now fully aware of the federal apprentice/trainee policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

| | |
|---------------------|----------------|
| _____ Signature | _____ Date |
| _____ Print Name | _____ Title |

DU PAGE COUNTY SECTION 3 INITIATIVE AND COMPLIANCE

Federal grant funds awarded by DuPage County to this project are subject to Section 3 compliance as provided in 24 CFR Part 135. The purpose of Section 3 is to ensure that employment and economic opportunities shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-income persons and business concerns which provide opportunities for low-income persons. Section 3 designation is a person whose household income is 80% or less of area median family income (hereinafter, "low-income" or "Section 3 resident"). All contractors providing labor are subject to Section 3 and must complete the following documents (as applicable):

- 0) **SECTION 3 CLAUSE:** Acknowledgement to be signed by all Section 3 covered contractors (must be signed if the contract is over \$100,000).
- 1) **FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (FORM 1):** To be completed by all contractors. Describes contractors' Section 3 status based on the following categories:
 - A. Business owned by Section 3 resident;
 - B. 30% of permanent full-time employees are Section 3 residents;
 - C. Subcontract 25% of award amount to Section 3 Business Concerns.
- 2) **FEDERAL SECTION 3 RESIDENT SELF CERTIFICATION (FORM 2):** To be completed by all business owners claiming Section 3 under category A and/or all Section 3 employees working on this project (Section 3 family income limits are included on the form);
- 3) **PERMANENT EMPLOYEE / NEW HIRES LIST (FORM 3):** To be completed by all business owners claiming Section 3 under category B or hiring new employees;
- 4) **FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (FORM 4):** To be completed by all business owners claiming Section 3 under category C;
- 5) **FEDERAL SECTION 3 BUSINESS REPORTING (FORM 5):** To be completed by all contractors. Information required to complete the federal reporting requirements.

DuPage County is responsible for executing compliance and reporting the outcomes of these efforts. Specifically, under this regulation, DuPage County is responsible for:

- 1) Informing any tier of subrecipients, developers, general contractors, contractors, and subcontractors of the requirements of Part 135;
- 2) Monitor the performance of all tiers in respect to the requirements and objectives of Part 135;
- 3) Notify potential contractors and subcontractors of Section 3 covered opportunities open for bid; and
- 4) Collect and report documentation in respect to all efforts made by tiers to achieve Section 3 participation.

Tiers receiving contracts greater than \$100,000 are covered by Section 3. As related to this project, and to the greatest extent feasible, these tiers are responsible for:

- 1) Contracting or hiring locally
- 2) Contracting at least 10% of the total project cost with Section 3 business concerns
 - a. Businesses which are majority owned by low-income persons qualify
 - b. Businesses which employ at least 30% full-time low-income employees qualify
 - c. Businesses which offer 25% of all subcontracts to Section 3 businesses qualify
- 3) Hiring, at least 30% of all new employees from low-income households
- 4) Refraining from entering into contracts with businesses in violation of Section 3
- 5) Documenting all efforts, actions taken, results, and/or impediments to achieving Section 3 obligations for submission to the DuPage Community Development Commission

Any tier contracting for \$100,000 or less is not responsible for complying with Section 3; however, it is encouraged that any contractor or new hire which qualifies as Section 3 be documented and reported to meet the numerical objectives as a whole.

Noncompliance involving the disregard of actions to be taken and/or documentation of those efforts, whether successful or not, may result in delayed or non-payment of Federal grant awards.

For more information about Section 3 and to access DuPage County's Section 3 certification forms, visit: http://www.dupageco.org/Community_Services/Community_Development_Commission/31074/

SECTION 3 CLAUSE

The requirements of Section 3 apply to contractors and subcontractors performing work on construction or rehabilitation projects for which the contract/subcontract amount exceeds \$100,000. Any tier contracting for \$100,000 or less is not required to comply; however, it is strongly encouraged.

**TITLE 24 PART 135 ECONOMIC OPPORTUNITIES FOR LOW - AND VERY LOW - INCOME PERSONS
135.38 - Section 3 clause**

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The undersigned agrees to comply with the Section 3 Guidelines when applicable as referenced by HUD regulations in 24 CFR per 135 as amended.

| | |
|----------------------|-------|
| _____ | _____ |
| Authorized Signature | Date |
| _____ | _____ |
| Print | Title |
| Name | |
| Business Name | |

| | |
|-----------|--|
| Project # | |
| Date | |

FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (Form 1)

(To be completed by business owners)

PART 1 Business Concern Information:

| | | | |
|----------------------------|------|--------------------|--|
| Legal Business Name | Name | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |
| Trade(s) | | | |

| Business Partners/Owners Name | Title | Address |
|-------------------------------|-------|---------|
| | | |
| | | |
| | | |

PART 2 Section 3 Federal Business Concern: The above business certifies that it qualifies as a Section 3 Business Concern based on: *(Please check the appropriate category below and provide requested supporting forms)*

A Business is majority owned (at least 51%) by Section 3 Resident(s).
 Must provide signed *Federal Section 3 Resident Self Certification (Form 2)* for the owner(s)

or

B At least 30% of the permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.
 Must provide *Permanent Employee / New Hire List (Form 3)*; and
 Must provide *Federal Section 3 Resident Self Certifications (Form 2)* for all owners and Section 3 employees

or

C Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns if awarded contract
 Must provide signed *Federal Section 3 Subcontracting Plan (Form 4)*; and
 Must provide signed *Federal Section 3 Business Concern Self Certifications (Form 1)* for all subcontractors

D Check "D" if none of the categories above apply to your business.

PART 3 Other Business Concern:

Business is owned by a minority person:

| | |
|---|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Other (Specify): | <input type="checkbox"/> Native American |
| | <input type="checkbox"/> Asian/Pacific American |

Business is woman owned.

PART 4 Business Owner Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

I authorize the information above to be added to a database of Section 3 Business Concerns that will enable my business to receive notice of contracting opportunities for future Section 3 covered projects. I understand that the Section 3 Business Concern list may provide additional employment opportunities, however inclusion on that list does not guarantee awarding of contracts. I further understand that this list may be accessed by DuPage County staff, developers and contractors working on Section 3 covered projects. Yes No

I certify that I will ensure that Section 3 information and its requirements are provided to all employees and lower tier subcontractors involved in the project. Under penalty of perjury I also certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this self-certification. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

| | |
|-----------------|-------|
| Owner Signature | Date |
| Print Name | Title |

| | |
|-----------|--|
| Project # | |
| Date | |

FEDERAL SECTION 3 RESIDENT SELF CERTIFICATION (Form 2)

(To be completed by each business owner if claiming Section 3 under category A of Form 1 and/or all Section 3 employees/residents)

PART 1 Resident Information:

| | | | |
|---|--|--|--|
| Name | | | |
| Home Address | | | |
| Telephone # | | Email | |
| Name of Employer | | | |
| Job Category: | <input type="checkbox"/> Business Owner/Professional | <input type="checkbox"/> Office/Clerical | |
| | <input type="checkbox"/> Technician | <input type="checkbox"/> Trade: _____ | |
| Employee Experience/ Training/ Job Skills: | | | |
| | | | |

PART 2 Income Survey:

| | |
|--|---------------------------------------|
| <i>How many persons live in your home?</i> | _____ persons |
| <i>What is the total yearly income of ALL persons, 18 years and older, living in your household?</i> | \$_____ total yearly household income |
| <i>Note:</i> Total yearly income means all funds (salaries, dividends, interest, etc.) received during the year, before taxes. | |

Please note that in order to qualify as a Section 3 Resident, the total yearly household income must be less than the 2013 Section 3 income limits listed below.

| Persons in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 80% AMI (gross income) | \$41,250 | \$47,150 | \$53,050 | \$58,900 | \$63,650 | \$68,350 | \$73,050 | \$77,750 |

PART 3 Resident Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

I authorize the information above to be added to a database of Section 3 Residents that will enable me to receive notice of employment for future Section 3 covered projects. I understand the Section 3 Resident list may provide additional employment opportunities, however inclusion on that list does not guarantee employment. I further understand that this list may be accessed by DuPage County staff, developers and contractors working on Section 3 covered projects; however no personal information will be made available to the developers, contractors, or public. Yes No

Under penalty of perjury I certify that I, _____ (print name), am a legal resident of DuPage County and qualify as a Section 3 Resident because I meet the income limits as published on this form OR I am a public housing resident. I agree to furnish to DuPage County any requested documentation in support of verification of this self-certification.

Signature Date

Print Name

| | |
|-----------|--|
| Project # | |
| Date | |

PERMANENT EMPLOYEE / NEW HIRES LIST (Form 3)

(To be completed by business owners if claiming Section 3 under category B of Form 1 or business owners hiring new employees)

PART 1 Business Concern Information:

| | | | |
|----------------------------|------|--------------------|--|
| Legal Business Name | Name | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

PART 2 List all full-time employees: (Attach additional sheets as needed.)

| Employee Name | New Hire (yes/no) | Trade | Section 3 (yes/no)* |
|---------------|-------------------|-------|---------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |
| 16. | | | |
| 17. | | | |
| 18. | | | |
| 19. | | | |
| 20. | | | |

| | |
|---------------------------------------|--|
| Total number of all employees: | |
|---------------------------------------|--|

| | | |
|---|------------------------------|-----------------------------|
| Have you, or do you, anticipate hiring new employees for this project? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|------------------------------|-----------------------------|

* Provide Section 3 Resident Self Certification (Form 2) for all employees that qualify as Section 3 Residents. Please note that in order to qualify as a Section 3 Resident, the total yearly household income must be less than the 2013 Section 3 income limits listed below.

| | | | | | | | | |
|------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Persons in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 80% AMI (gross income) | \$41,250 | \$47,150 | \$53,050 | \$58,900 | \$63,650 | \$68,350 | \$73,050 | \$77,750 |

PART 3 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

| | |
|----------------------|-------|
| Authorized Signature | Date |
| Print Name | Title |

| | |
|-----------|--|
| Project # | |
| Date | |

FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (Form 4)

(To be completed by business owners only if claiming Section 3 under category C of Form 1)

PART 1 Business Concern Information:

| | | | |
|----------------------------|------|--------------------|--|
| Legal Business Name | Name | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

PART 2 Subcontractors:

| Name of Subcontractor | Type of Contract (trade) | Estimated Contract Amount | Section 3 Business Concern (yes/no) * |
|-----------------------|--------------------------|---------------------------|---------------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |

* Provide Section 3 Business Concern Self Certification (Form 1) for all subcontractors that qualify as Section 3.

PART 3 Business Concern Contract and Subcontract(s) Amounts:

| | | | |
|--|----|---|----|
| Total contract amount | \$ | Estimated amount to be subcontracted | \$ |
| Amount to be subcontracted to Section 3 businesses: | \$ | % of subcontracts that are Section 3 | % |

PART 4 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

| | |
|-----------|-------|
| Signature | Date |
| Print | Title |

| | |
|-----------|--|
| Project # | |
| Date | |

FEDERAL SECTION 3 BUSINESS REPORTING (Form 5)

(To be completed by business owners - General Contractor & Subcontractors – only if awarded contract)

PART 1 Business Concern Information:

Please complete this form pertaining to the dollar amount your business has contracted for under this project.

| | | | |
|----------------------------|------|--------------------|--|
| Legal Business Name | Name | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

| | | | |
|------------------------|----|---------------------------------|--|
| Project Name | | General or Subcontractor | |
| Contract Amount | \$ | Number of Subs Hired | |

PART 2 Employment and Training Data:

Please provide any employment and training figures concerning New Hires and Section 3 status:

| Job category | Number of New Hires | Number of Section 3 New Hires | Number of Section 3 Trainees or Apprentices |
|-------------------------------------|---------------------|-------------------------------|---|
| Professionals | | | |
| Technicians | | | |
| Office/Clerical | | | |
| Construction Trade (Specify below): | | | |
| | | | |
| | | | |
| | | | |
| Other Categories (Specify below): | | | |
| | | | |
| | | | |

PART 3 Contracting Data:

Construction Contracts:

| | |
|--|----|
| Total dollar amount of your contract on this project: | \$ |
| Total dollar amount subcontracted to Section 3 businesses: | \$ |
| Percentage of total dollar amount subcontracted to Section 3 businesses: | |
| Total number of Section 3 Certified Businesses receiving contracts: | |

Non-construction Contracts (engineering, architectural):

| | |
|---|----|
| Total dollar amount of non-construction contracts received on this project: | \$ |
| Total dollar amount subcontracted to non-construction Section 3 businesses: | \$ |
| Percentage of total dollar amount subcontracted to non-construction Section 3 businesses: | |
| Total number of non-construction Section 3 businesses receiving contracts: | |

PART 4 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

| | |
|----------------------|-------|
| Authorized Signature | Date |
| Print | Title |

CATEGORIZING FOREMEN, SUPERVISORS, OWNERS, AND OTHER EMPLOYEES ON CERTIFIED PAYROLLS

Non-labor employees on or off the jobsite need not report their wage rates, however some exceptions do apply:

Non-Covered Job Classifications

Workers performing normal duties of the following job classifications are not subject to wage requirements:

- | | |
|---------------------------|------------------------------|
| 1) Project Superintendent | 5) Water Carrier |
| 2) Project Engineer | 6) Messenger |
| 3) Project Foreman* | 7) Clerical Workers |
| 4) Watchman | 8) Other Non-Labor Employees |

* Exception is the Working Foreman. A Working Foreman is one who devotes more than 20 percent of time during a work week to mechanic or labor duties, and who must be paid the applicable rate for the hours so worked.

Supervisors, Owners, and Other Salaried Employees Providing Full-Time Supervision

- 1) Supervisors
 - a. Hours worked by these employees must be reported although wage rates need NOT be reported.
 - b. The term "Salary" may appear in place of wage rate for any salaried employee.
- 2) Owners
 - a. Owners who perform labor-work on a federally funded project along side journeymen employees must also report hours worked.
 - b. Like supervisors owners need not report salary, with exception to #3:
- 3) Self-Employed, Sole-Laborer Owners
 - a. Owners who are either the only laborer or mentoring an apprentice or trainee MUST report wage rate and weekly wage for work performed.
 - b. Certified payrolls MUST also be completed and signed by the General Contractor.

Apprentices and Trainees

- 1) Apprentices and Trainees may be paid a lower wage rate than Prevailing Wage under the following conditions:
 - a. The apprentice or trainee is supervised hour for hour by a journeyman of the same trade.
 - b. Journeyman to apprentice ratio set by the local union is maintained
 - c. Supervisors, superintendents or any other management employee does not count as appropriate supervision.
- 2) If an apprentice or trainee is found unsupervised:
 - a. Employer will be contacted by phone and mail.
 - b. Restitution to meet the Davis-Bacon wage determination for hours worked will be required.
 - c. Non-compliance can and will hold up further payouts.

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

[WH-347](#) (PDF) OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract

specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

- S A M P L E -

- S A M P L E -



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 123 Main Street, Town, IL 60000 OMB No.: 1235-0008 Expires: 01/31/2015

Jones Construction Company

PAYROLL NO. 1 - initial FOR WEEK ENDING 04/12/2013 PROJECT AND LOCATION Non-Profit Agency New Facility Construction, Town, IL PROJECT OR CONTRACT NO. CD13-01

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK |
|---|--------------------------------------|--------------------------------------|------------|------------------|------|------|------|------|------|----|--------------------|--------------------|------------|----------------------------|-----------------------|------------------|------------|----------|------------------|--------------------------------|
| | | | | S | M | T | W | T | F | S | | | | | FICA | WITH-HOLDING TAX | Union Dues | OTHER | TOTAL DEDUCTIONS | |
| | | | | 7 | 8 | 9 | 10 | 11 | 12 | 13 | | | | | HOURS WORKED EACH DAY | | | | | |
| John Doe ###-##-1234 12 Any Street, Town, IL | 2 | CARPENTER JOURNEYMAN CARP0555-005 | o | | | | | | | | | | \$1,079.52 | \$74.20 | \$106.00 | \$31.80 | | \$212.00 | \$867.52 | |
| | | | s | | 8.00 | 8.00 | 6.00 | 4.00 | | | | 26.00 | | | | | | | | 41.52 |
| John Doe ###-##-1234 12 Any Street, Town, IL | 2 | LABORER Group #1 LABO0002-003 | o | | | | | | | | | | \$492.80 | \$34.50 | \$49.28 | \$13.55 | | \$97.33 | \$395.47 | |
| | | | s | | | | 2.00 | 4.00 | 8.00 | | | 14.00 | | | | | | | | 35.20 |
| Thomas Terrific ###-##-5678 13 Any Street, Town, IL | 1 | CARPENTER APPRENTICE | o | | | | | | | | | | \$427.00 | \$29.89 | \$64.05 | \$12.81 | | \$106.75 | \$320.25 | |
| | | | s | | 8.00 | | 6.00 | | | | | 14.00 | | | | | | | | 30.50 |
| William Worker ###-##-9123 14 Any Street, Town, IL | 2 | LABORER Group #1 LABO0002-003 | o | | | 2.00 | | 1.00 | | | | | \$1,566.40 | \$109.60 | \$156.64 | \$43.07 | | \$309.31 | \$1,257.09 | |
| | | | s | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.00 | | | | | | | | 35.20 |
| James Smart ###-##-4567 15 Any Street, Town, IL | 0 | LABORER Group #1 LABO0002-003 | o | | | | | | | | | | \$2,266.00 | \$158.62 | \$453.20 | | | \$611.82 | \$1,654.18 | |
| | | | s | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 40.00 | | | | | | | | 35.20 |
| Samuel Jones ###-##-8912 16 Any Street, Town, IL | 0 | OWNER | o | | | | | | | | | | | | | | | | | |
| | | | s | | 8.00 | 8.00 | | | | | | 16.00 | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |
| | | | o | | | | | | | | | | | | | | | | | |
| | | | s | | | | | | | | | | | | | | | | | |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

OWNER COPY

CONTRACTOR

Date 04/13/2013

Samuel Jones

Owner / President

(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Jones Construction Company

(Contractor or Subcontractor) on the

Non-Profit Agency New Facility Construction; that during the payroll period commencing on the

7 day of April, 2013, and ending the 13 day of April, 2013,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Jones Construction Company

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

See Deductions column in this payroll

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-----------------------|---|
| James Smart - Laborer | Probationary Employee, not yet qualified for pension/welfare benefits - \$56.65 hourly rate |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

NAME AND TITLE
Samuel Jones, Owner / President

SIGNATURE
Samuel Jones

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CONTRACT

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

| | | |
|---|---------|---|
| NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015 |
|---|---------|---|

| | | | |
|-------------|-----------------|----------------------|-------------------------|
| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|-------------|-----------------|----------------------|-------------------------|

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK |
|--|--|-------------------------------|------------|-----------------------|--|--|--|--|--|--|-----------------------|-----------------------|----------------------------------|-------------------|-------------------------|-------|---------------------|---|---|
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | FICA | WITH- HOLDING TAX | OTHER | TOTAL DEDUCTIONS | | |
| | | | o | | | | | | | | 0 | | 0 | | | | | 0 | 0 |
| | | | s | | | | | | | | 0 | | | | | | | 0 | 0 |
| | | | o | | | | | | | | 0 | | 0 | | | | | 0 | 0 |
| | | | s | | | | | | | | 0 | | | | | | | 0 | 0 |
| | | | o | | | | | | | | 0 | | 0 | | | | | 0 | 0 |
| | | | s | | | | | | | | 0 | | | | | | | 0 | 0 |
| | | | o | | | | | | | | 0 | | 0 | | | | | 0 | 0 |
| | | | s | | | | | | | | 0 | | | | | | | 0 | 0 |
| | | | o | | | | | | | | 0 | | 0 | | | | | 0 | 0 |
| | | | s | | | | | | | | 0 | | | | | | | 0 | 0 |
| | | | o | | | | | | | | 0 | | 0 | | | | | 0 | 0 |
| | | | s | | | | | | | | 0 | | | | | | | 0 | 0 |
| | | | o | | | | | | | | 0 | | 0 | | | | | 0 | 0 |
| | | | s | | | | | | | | 0 | | | | | | | 0 | 0 |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

OWNER COPY

Date _____

(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the

(Building or Work)

; that during the payroll period commencing on the

_____ day of _____, _____, and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
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| | |

REMARKS:

| | |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Federal Wage Decision

(will be provided to you for inclusion in the Bid Specification Manual at the time the Manual is approved by CDC staff)

Please be advised, the included federal wage decision is being provided as a courtesy. The federal wage decisions are updated weekly and the most current versions can be obtained at www.wdol.gov

This wage decision is subject to change pending modification by the Department of Labor. The actual wages that must be paid will be "locked" at bid opening based on the most current wage decision, and provided a contract is awarded within 90 days of bid opening, and construction is started within 90 days of contract award.

OWNER COPY

CONTRACT

General Decision Number: IL180011 01/05/2018 IL11

Superseded General Decision Number: IL20170011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/05/2018

CARP0555-003 06/01/2017

DUPAGE ANE LAKE COUNTIES

| | Rates | Fringes |
|----------------------|----------|---------|
| CARPENTER | | |
| Building..... | \$ 46.35 | 31.29 |
| Heavy & Highway..... | \$ 46.35 | 31.31 |

CARP0555-008 06/01/2016

WILL COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Carpenter and Piledriver..... | \$ 45.35 | 32.30 |

CARP0555-011 06/01/2017

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Carpenter and Piledriver..... | \$ 46.35 | 31.30 |
| <hr/> | | |
| CARP0790-003 05/01/2017 | | |

DE KALB COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 40.59 | 28.29 |
| <hr/> | | |
| CARP0790-004 05/01/2017 | | |

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),
STEPHENSON, and WHITESIDE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 40.59 | 28.29 |
| <hr/> | | |
| CARP0792-003 05/01/2017 | | |

BOONE COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 43.74 | 25.14 |
| <hr/> | | |
| ELEC0009-002 06/04/2017 | | |

WILL COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| Line Construction | | |
| Groundman..... | \$ 39.39 | 61.37% |
| Lineman and Equipment | | |
| Operator..... | \$ 50.50 | 61.37% |
| <hr/> | | |
| ELEC0117-001 05/29/2017 | | |

KANE (Northern Half) and McHENRY (All) COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 47.29 | 31.40 |
| <hr/> | | |
| ELEC0150-001 07/01/2017 | | |

LAKE COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 40.00 | 38.49 |
| <hr/> | | |
| ELEC0176-011 06/01/2017 | | |

WILL COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 42.50 | 37.61 |

ELEC0196-001 03/06/2017

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

| | Rates | Fringes |
|--|----------|---------------|
| Line Construction | | |
| Equipment Operator..... | \$ 41.45 | 5.50+32.75%+A |
| Groundman..... | \$ 32.00 | 5.50+32.75%+A |
| Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Opertor 20 tons and above, and Signal Technician..... | \$ 49.67 | 5.50+32.75%+A |

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

ELEC0364-003 06/01/2017

BOONE (All) & DEKALB (Remainder) COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 45.50 | 32.48 |

ELEC0461-006 05/29/2017

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 47.72 | 29.84 |

ELEC0701-001 05/29/2017

DUPAGE COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 39.26 | 101.99% |

ENGI0150-015 06/01/2017

BOONE and DE KALB COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment Group 1..... | \$ 45.65 | 35.90 |

| | | |
|--------------|----------|-------|
| Group 2..... | \$ 45.10 | 35.90 |
| Group 3..... | \$ 43.80 | 35.90 |
| Group 4..... | \$ 42.35 | 35.90 |
| Group 5..... | \$ 40.90 | 35.90 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back MACHine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an

additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

* ENGI0150-024 06/01/2017

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| GROUP 1..... | \$ 48.30 | 36.45 |
| GROUP 2..... | \$ 47.75 | 36.45 |
| GROUP 3..... | \$ 45.70 | 36.45 |
| GROUP 4..... | \$ 44.30 | 36.45 |
| GROUP 5..... | \$ 43.10 | 36.45 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors;

Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2017

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

Rates Fringes

IRONWORKER

| | | |
|------------------------------|----------|-------|
| Sheeter..... | \$ 47.58 | 37.34 |
| Structural and Reinforcing.. | \$ 47.33 | 37.34 |

IRON0063-003 06/01/2017

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 46.75 | 34.44 |

IRON0498-003 06/01/2017

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 38.33 | 37.44 |

* LABO0002-004 06/01/2017

DUPAGE COUNTY

| | Rates | Fringes |
|------------------------------|----------|---------|
| LABORER (SEWER CONSTRUCTION) | | |
| GROUP 1..... | \$ 41.20 | 27.47 |
| GROUP 2..... | \$ 41.33 | 27.47 |
| GROUP 3..... | \$ 41.43 | 27.47 |
| GROUP 4..... | \$ 41.55 | 27.47 |
| GROUP 5..... | \$ 41.20 | 27.47 |

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

* LABO0002-009 06/01/2017

DU PAGE COUNTY

| | Rates | Fringes |
|----------------------------|----------|---------|
| LABORER (Compressed Air) | | |
| 0 - 15 lbs..... | \$ 42.20 | 27.47 |
| 16 - 20 lbs..... | \$ 42.70 | 27.47 |
| 21 - 26 lbs..... | \$ 43.20 | 27.47 |
| 27 - 33 lbs..... | \$ 44.20 | 27.47 |
| 34 lbs and over..... | \$ 45.20 | 27.47 |
| LABORER (Tunnel and Sewer) | | |
| GROUP 1..... | \$ 41.20 | 27.47 |
| GROUP 2..... | \$ 41.33 | 27.47 |
| GROUP 3..... | \$ 41.43 | 27.47 |
| GROUP 4..... | \$ 41.55 | 27.47 |
| GROUP 5..... | \$ 41.20 | 27.47 |

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0032-007 05/01/2017

DE KALB COUNTY

| | Rates | Fringes |
|----------------------|----------|---------|
| LABORER | | |
| General Laborer..... | \$ 35.00 | 30.54 |
| Skilled Laborer..... | \$ 37.75 | 30.54 |

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

* LABO0075-002 06/01/2017

WILL COUNTY

| Rates | Fringes |
|-------|---------|
|-------|---------|

OWNER COPY

LABORER

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 41.20 | 27.47 |
| GROUP 2..... | \$ 41.55 | 27.47 |
| GROUP 3..... | \$ 41.20 | 27.47 |
| GROUP 4..... | \$ 41.55 | 27.47 |
| GROUP 5..... | \$ 41.40 | 27.47 |
| GROUP 6..... | \$ 41.55 | 27.47 |
| GROUP 7..... | \$ 41.40 | 27.47 |

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work

(ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

* LABO0149-002 06/01/2017

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 41.20 | 27.47 |
| GROUP 2..... | \$ 41.43 | 27.47 |
| GROUP 3..... | \$ 41.20 | 27.47 |
| GROUP 4..... | \$ 41.20 | 27.47 |
| GROUP 5..... | \$ 41.43 | 27.47 |
| GROUP 6..... | \$ 41.55 | 27.47 |

| | | |
|--------------|----------|-------|
| GROUP 7..... | \$ 41.55 | 27.47 |
| GROUP 8..... | \$ 41.20 | 27.47 |
| GROUP 9..... | \$ 41.40 | 27.47 |

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

* LABO0152-003 06/01/2017

LAKE COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 41.20 | 27.47 |
| GROUP 2..... | \$ 41.28 | 27.47 |
| GROUP 3..... | \$ 41.20 | 27.47 |
| GROUP 4..... | \$ 41.43 | 27.47 |
| GROUP 5..... | \$ 41.40 | 27.47 |
| GROUP 6..... | \$ 41.40 | 27.47 |

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettleman; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsc; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2017

LAKE and WILL COUNTIES

| | Rates | Fringes |
|--------------------------|----------|---------|
| PAINTER: Brush Only..... | \$ 44.55 | 26.49 |

PAIN0030-001 07/01/2017

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| PAINTER Brush, Drywall Taper/Finisher, Sandblaster, and Spray..... | \$ 45.28 | 20.10 |

PAIN0030-004 07/01/2017

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| PAINTER Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel.. | \$ 39.45 | 20.36 |

PLAS0011-002 06/01/2017

WILL COUNTY

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 42.00 | 34.56 |

PLAS0011-008 06/01/2017

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 44.84 | 31.60 |

PLAS0011-013 06/01/2017

LAKE COUNTY

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CEMENT MASON/CONCRETE FINISHER...\$ 44.98 31.47

PLAS0011-015 06/01/2017

BOONE COUNTY

| | Rates | Fringes |
|-------------------------------------|-------|---------|
| CEMENT MASON/CONCRETE FINISHER...\$ | 36.99 | 26.93 |
| PLASTERER.....\$ | 34.78 | 27.28 |

PLAS0803-001 08/01/2010

DUPAGE COUNTY

| | Rates | Fringes |
|-------------------------------------|-------|---------|
| CEMENT MASON/CONCRETE FINISHER...\$ | 38.00 | 24.03 |

* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

| | Rates | Fringes |
|---------------------------|-------|---------|
| TRUCK DRIVER | | |
| 2 or 3 Axle Trucks.....\$ | 37.68 | 0.15+a |
| 4 Axle Trucks.....\$ | 37.83 | 0.15+a |
| 5 Axle Trucks.....\$ | 38.03 | 0.15+a |
| 6 Axle Trucks.....\$ | 38.23 | 0.15+a |

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic

yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0301-001 06/01/2017

LAKE AND MCHENRY COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 37.69 | 10.15+a |
| 4 AXLES..... | \$ 37.84 | 10.15+a |
| 5 AXLES..... | \$ 38.04 | 10.15+a |
| 6 AXLES..... | \$ 38.24 | 10.15+a |

FOOTNOTES:

- a. 325.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to

40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0325-004 06/01/2017

BOONE and WINNEBAGO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 - 3 Axles..... | \$ 36.62 | 20.40 |
| 4 Axles..... | \$ 36.77 | 20.40 |
| 5 Axles..... | \$ 36.97 | 20.40 |
| 6 Axles..... | \$ 37.08 | 20.40 |

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers

OWNER COPY

Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0330-002 06/01/2017

DEKALB COUNTY

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 36.64 | 0.15+a |
| 4 AXLES..... | \$ 36.79 | 0.15+a |
| 5 AXLES..... | \$ 36.99 | 0.15+a |
| 6 AXLES..... | \$ 37.19 | 0.15+a |

FOOTNOTE: a. \$780.90 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

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CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0673-003 06/01/2017

DU PAGE and KANE COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 36.93 | 0.15+a |
| 4 AXLES..... | \$ 37.08 | 0.15+a |
| 5 AXLES..... | \$ 37.28 | 0.15+a |
| 6 AXLES..... | \$ 37.48 | 0.15+a |

FOOTNOTE: a. \$767.70 per week.

An additional \$.20 per axle shall be paid for all vehicles

with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: IL180020 01/05/2018 IL20

Superseded General Decision Number: IL20170020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape,
Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane,
Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock
Island, Tazewell, Will, Winnebago and Woodford Counties in
Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY
CONSTRUCTION PROJECTS.

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of \$10.35 for calendar year 2018 applies to all contracts
subject to the Davis-Bacon Act for which the contract is awarded
(and any solicitation was issued) on or after January 1, 2015.
If this contract is covered by the EO, the contractor must pay
all workers in any classification listed on this wage
determination at least \$10.35 per hour (or the applicable
wage rate listed on this wage determination, if it is higher)
for all hours spent performing on the contract in calendar
year 2018. The EO minimum wage rate will be adjusted annually.
Please note that this EO applies to the above-mentioned types
of contracts entered into by the federal government that are
subject to the Davis-Bacon Act itself, but it does not apply
to contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(2)-(60). Additional
information on contractor requirements and worker protections
under the EO is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/05/2018 |

ENGI0150-013 06/01/2017

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The
landscape work for the Landscape Equipment Operator excludes
the preparation of sub-grade prior to application of finish
landscape materials and the utilization of any equipment over
one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND
WILL COUNTIES

| | Rates | Fringes |
|--|----------|------------|
| Operators:..... | \$ 31.10 | \$6.00+A+B |
| Includes Angle Dozer, Small; Bobcat and other similar type | | |

machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

- A. Health and Welfare contribution is \$1,240.00 per month.
- B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

ENGI0150-023 06/01/2017

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

| | Rates | Fringes |
|---|----------|------------|
| Operators:..... | \$ 31.10 | \$6.00+A+B |
| Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others | | |

FOOTNOTE:

A. Health and Welfare contribution is \$1,240.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

LABO0032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 27.66 | 18.50 |

LABO0362-003 05/01/2013

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 31.08 | 17.79 |

LABO0751-004 05/01/2012

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 33.16 | 20.66 |

LABO0852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 21.94 | 12.79 |

LABO0996-004 05/01/2014

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Landscape Laborer..... | \$ 31.61 | 18.76 |
| ----- | | |
| TEAM0026-005 05/01/2017 | | |

MCLEAN (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County) COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| Group 1..... | \$ 36.15 | 18.30 |
| Group 2..... | \$ 36.67 | 18.30 |
| Group 3..... | \$ 36.91 | 18.30 |
| Group 4..... | \$ 37.25 | 18.30 |
| Group 5..... | \$ 38.23 | 18.30 |

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

* TEAM0179-004 06/01/2017

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 37.68 | 0.15+a |
| 4 AXLES..... | \$ 37.83 | 0.15+a |
| 5 AXLES..... | \$ 38.03 | 0.15+a |

6 AXLES.....\$ 38.23 0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0179-008 06/01/2016

KANKAKEE COUNTY

Rates Fringes

TRUCK DRIVER

| | |
|---------------------------|--------|
| 2 or 3 axles.....\$ 37.68 | 0.15+a |
| 4 axles.....\$ 37.83 | 0.15+a |
| 5 axles.....\$ 38.03 | 0.15+a |
| 6 axles.....\$ 38.23 | 0.15+a |

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0301-001 06/01/2017

LAKE AND MCHENRY COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 37.69 | 10.15+a |
| 4 AXLES..... | \$ 37.84 | 10.15+a |
| 5 AXLES..... | \$ 38.04 | 10.15+a |
| 6 AXLES..... | \$ 38.24 | 10.15+a |

FOOTNOTES:

- a. 325.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

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

classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0325-004 06/01/2017

BOONE and WINNEBAGO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 - 3 Axles..... | \$ 36.62 | 20.40 |
| 4 Axles..... | \$ 36.77 | 20.40 |
| 5 Axles..... | \$ 36.97 | 20.40 |
| 6 Axles..... | \$ 37.08 | 20.40 |

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter

and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0330-004 06/01/2017

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 36.64 | 0.15+a |
| 4 AXLES..... | \$ 36.79 | 0.15+a |
| 5 AXLES..... | \$ 36.99 | 0.15+a |
| 6 AXLES..... | \$ 37.19 | 0.15+a |

FOOTNOTE: a. \$780.90 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper

Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

TEAM0371-004 05/01/2017

HENRY and ROCK ISLAND COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| Group 1..... | \$ 36.26 | 18.51 |
| Group 2..... | \$ 36.77 | 18.51 |
| Group 3..... | \$ 37.05 | 18.51 |
| Group 4..... | \$ 37.36 | 18.51 |
| Group 5..... | \$ 38.35 | 18.51 |

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0627-004 05/01/2017

PEORIA, TAZEWELL, and WOODFORD COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| Group 1..... | \$ 36.15 | 18.30 |
| Group 2..... | \$ 36.67 | 18.30 |
| Group 3..... | \$ 36.91 | 18.30 |
| Group 4..... | \$ 37.25 | 18.30 |
| Group 5..... | \$ 38.23 | 18.30 |

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

* TEAM0673-003 06/01/2017

DU PAGE and KANE COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 36.93 | 0.15+a |
| 4 AXLES..... | \$ 37.08 | 0.15+a |
| 5 AXLES..... | \$ 37.28 | 0.15+a |
| 6 AXLES..... | \$ 37.48 | 0.15+a |

FOOTNOTE: a. \$767.70 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the

same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

TEAM0722-005 05/01/2015

OGLE (North of Route 72/East of Route 251) COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| Group 1..... | \$ 34.10 | 17.09 |
| Group 2..... | \$ 34.60 | 17.09 |
| Group 3..... | \$ 34.82 | 17.09 |
| Group 4..... | \$ 35.14 | 17.09 |

Group 5.....\$ 36.06 17.09

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

| | Rates | Fringes |
|-------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 or 3 Axles..... | \$ 35.60 | 22.10 |
| 4 Axles..... | \$ 35.85 | 22.10 |
| 5 Axles..... | \$ 36.05 | 22.10 |
| 6 Axles..... | \$ 36.25 | 22.10 |

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

| Rates | Fringes |
|-------|---------|
|-------|---------|

TRUCK DRIVER

| | | |
|------------------|-----------|--------|
| 2 & 3 Axles..... | \$ 39.942 | 0.25+a |
| 4 Axles..... | \$ 39.75 | 0.25+a |
| 5 Axles..... | \$ 39.967 | 0.25+a |
| 6 Axles..... | \$ 40.184 | 0.25+a |

FOOTNOTES:

a. \$719.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

| | Rates | Fringes |
|--|----------|---------|
| LABORER | | |
| BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| COOK COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.80 | 1.82 |
| DE KALB COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.66 | .26 |
| DU PAGE COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.04 | 1.16 |
| GRUNDY, LAKE & WILL COUNTIES | | |
| LANDSCAPE DRIVER 2 & 3 | | |
| Axles..... | \$ 11.86 | 2.81 |
| LANDSCAPE PLANTSMAN..... | \$ 12.00 | 3.32 |

SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

| | Rates | Fringes |
|--|-------|---------|
| LABORER | | |
| BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |

| | | |
|--------------------------|----------|------|
| AXLES..... | \$ 11.94 | 2.42 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 13.11 | 3.01 |
| LANDSCAPE PLANTSMAN..... | \$ 9.73 | 2.05 |
| COOK COUNTY: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES..... | \$ 9.93 | 1.89 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 10.98 | 2.12 |
| LANDSCAPE PLANTSMAN..... | \$ 10.08 | 2.06 |
| DE KALB COUNTY: | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.66 | .26 |
| DU PAGE COUNTY: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES..... | \$ 8.32 | 1.02 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 10.75 | |
| LANDSCAPE PLANTSMAN..... | \$ 10.65 | |

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

| | Rates | Fringes |
|-----------------------------|----------|---------|
| LABORER | | |
| DE KALB COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.66 | .26 |
| KANKAKEE COUNTY: | | |
| LANDSCAPE DRIVER..... | \$ 8.75 | .17 |
| LANDSCAPE OPERATOR..... | \$ 16.57 | 3.56 |
| PEORIA, TAZEWELL, & | | |
| WOODFORD COUNTIES: | | |
| TRUCK DRIVERS 2 & 3 AXLES.. | \$ 17.58 | 5.88 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:


Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

| | | | | |
|-----------------------------------|---|--|--|--|
| ABV ABOVE | CJ YD CUBIC YARD | HD HEAD | PEO PEDESTAL | STD STANDARD |
| A/C ACCESS CONTROL | CULV CULVERT | HDW HEADWALL | PNT POINT | SBI STATE BOND ISSUE |
| AC ACRE | C&G CURB & GUTTER | HDUTY HEAVY DUTY | PC POINT OF CURVATURE | SR STATE ROUTE |
| ADJ ADJUST | D DEGREE OF CURVE | ho HECTARE | PI POINT OF INTERSECTION OF HORIZONTAL CURVE | STA STATION |
| AS AERIAL SURVEYS | DC DEPRESSED CURVE | HMA HOT MIX ASPHALT | PRC POINT OF REVERSE CURVE | SPBGR STEEL PLATE BEAM GUARDRAIL |
| AGG AGGREGATE | DET DETECTOR | HWY HIGHWAY | PT POINT OF TANGENCY | SS STORM SEWER |
| AH AHEAD | DIA DIAMETER | HORIZ HORIZONTAL | POT POINT ON TANGENT | STY STORY |
| APT APARTMENT | DIST DISTRICT | HSE HOUSE | POLYETH POLYETHYLENE | ST STREET |
| ASPH ASPHALT | DOM DOMESTIC | IL ILLINOIS | PCC PORTLAND CEMENT CONCRETE | STR STRUCTURE |
| AUX AUXILIARY | DBL DOUBLE | IMP IMPROVEMENT | PP POWER POLE OR PRINCIPAL POINT | e SUPERELEVATION RATE |
| AGS AUXILIARY GAS VALVE (SERVICE) | DSEL DOWNSTREAM ELEVATION | IN DIA INCH DIAMETER | PRM PRIME | S.E. RUN. SUPERELEVATION RUNOFF LENGTH |
| AVE AVENUE | DSFL DOWNSTREAM FLOWLINE | INL INLET | PE PRIVATE ENTRANCE | SURF SURFACE |
| AX AXIS OF ROTATION | DR DRAINAGE OR DRIVE | INST INSTALLATION | PROF PROFILE | SMK SURVEY MARKER |
| BK BACK | DI DRAINAGE INLET OR DROP INLET | IDS INTERSECTION DESIGN STUDY | POL PROFILE GRADELINE | T TANGENT DISTANCE |
| B-B BACK TO BACK | DRV DRIVEWAY | INV INVERT | PROJ PROJECT | T.R. TANGENT RUNOUT DISTANCE |
| BKPL BACKPLATE | DCT DUCT | IP IRON PIPE | P.C. PROPERTY CORNER | TEL TELEPHONE |
| B BARN | EA EACH | IR IRON ROD | PL PROPERTY LINE | TB TELEPHONE BOX |
| BARR BARRICADE | EB EASTBOUND | JT JOINT | PR PROPOSED | TP TELEPHONE POLE |
| BGN BEGIN | EOP EDGE OF PAVEMENT | kg KILOGRAM | R RADIUS | TEMP TEMPORARY |
| BM BENCHMARK | E-CL EDGE TO CENTERLINE | km KILOMETER | RR RAILROAD | TBM TEMPORARY BENCH MARK |
| BIND BINDER | E-E EDGE TO EDGE | LS LANDSCAPING | RRL RAILROAD SPIKE | TD TILE DRAIN |
| BIT BITUMINOUS | EL ELEVATION | LN LANE | RSS RAILROAD SPIKE | TBE TO BE EXTENDED |
| BTM BOTTOM | ENTR ENTRANCE | LT LEFT | RPS REFERENCE POINT STAKE | TBR TO BE REMOVED |
| BLVD BOULEVARD | EXC EXCAVATION | LP LIGHT POLE | REF REFLECTIVE | TBS TO BE SAVED |
| BRK BRICK | EX EXISTING | LGT LIGHTING | RCCP REINFORCED CONCRETE CULVERT PIPE | TWP TOWNSHIP |
| BBOX BUFFALO BOX | EXPWAY EXPRESSWAY | LF LINEAL FEET OR LINEAR FEET | REINF REINFORCEMENT | TR TOWNSHIP ROAD |
| BLDG BUILDING | E EXTERNAL DISTANCE OF HORIZONTAL CURVE | L LITER OR CURVE LENGTH | REM REMOVAL | TS TRAFFIC SIGNAL |
| CIP CAST IRON PIPE | E OFFSET DISTANCE TO VERTICAL CURVE | LC LONG CHORD | RC REMOVE CROWN | TSCB TRAFFIC SIGNAL CONTROL BOX |
| CB CATCH BASIN | F-F FACE TO FACE | LNG LONGITUDINAL | REP REPLACEMENT | TSC TRAFFIC SYSTEMS CENTER |
| C-C CENTER TO CENTER | FA FEDERAL AID | L SUM LUMP SUM | REST RESTAURANT | TRVS TRANSVERSE |
| CL CENTERLINE OR CLEARANCE | FAI FEDERAL AID INTERSTATE | MACH MACHINE | RESURF RESURFACING | TRVL TRAVEL |
| CL-E CENTERLINE TO EDGE | FAP FEDERAL AID PRIMARY | MB MAIL BOX | RET RETAINING | TRN TURN |
| CL-F CENTERLINE TO FACE | FAS FEDERAL AID SECONDARY | MH MANHOLE | RT RIGHT | TY TYPE |
| CTS CENTERS | FAUS FEDERAL AID URBAN SECONDARY | MATL MATERIAL | ROW RIGHT-OF-WAY | T-A TYPE A |
| CERT CERTIFIED | FP FENCE POST | MED MEDIUM | RD ROAD | TYP TYPICAL |
| CHSLD CHISELED | FE FIELD ENTRANCE | m METER | RDWY ROADWAY | UNDGND UNDERGROUND |
| CS CITY STREET | FH FIRE HYDRANT | METH METHOD | RTE ROUTE | USGS U.S. GEOLOGICAL SURVEY |
| CP CLAY PIPE | FL FLOW LINE | M MID-ORDINATE | SAN SANITARY | USEL UPSTREAM ELEVATION |
| CLSD CLOSED | FB FOOT BRIDGE | mm MILLIMETER | SANS SANITARY SEWER | USFL UPSTREAM FLOWLINE |
| CLID CLOSED LID | FDN FOUNDATION | mm DIA MILLIMETER DIAMETER | SEC SECTION | UTIL UTILITY |
| CT COAT OR CURT | FR FRAME | MIX MIXTURE | SEED SEEDING | VBOX VALVE BOX |
| COMB COMBINATION | F&G FRAME & GRATE | MBH MOBILE HOME | SHAP SHAPING | VV VALVE VAULT |
| C COMMERCIAL BUILDING | FRWAY FREEWAY | MOD MODIFIED | S SHED | VL VAULT |
| CE COMMERCIAL ENTRANCE | GAL GALLON | MFT MOTOR FUEL TAX | SH SHEET | VEH VEHICLE |
| CONC CONCRETE | GALV GALVANIZED | N & BC NAIL & BOTTLE CAP | SHLD SHOULDER | VP VENT PIPE |
| CONST CONSTRUCT | G GARAGE | N & C NAIL & CAP | SW SIDEWALK OR SOUTHWEST | VERT VERTICAL |
| CONTD CONTINUED | GM GAS METER | N & W NAIL & WASHER | SIG SIGNAL | VC VERTICAL CURVE |
| CONT CONTINUOUS | GV GAS VALVE | NOAA NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION | SOD SODDING | VPC VERTICAL POINT OF CURVATURE |
| COR CORNER | GRAN GRANULAR | NC NORMAL CROWN | SM SOLID MEDIUM | VPI VERTICAL POINT OF INTERSECTION |
| CORR CORRUGATED | GR GRATE | NB NORTHBOUND | SB SOUTHBOUND | VPT VERTICAL POINT OF TANGENCY |
| CMP CORRUGATED METAL PIPE | GRVL GRAVEL | NE NORTHWEST | SE SOUTHEAST | WM WATER METER |
| CNTY COUNTY | OND GROUND | NW NORTHWEST | SPL SPECIAL | WV WATER VALVE |
| CH COUNTY HIGHWAY | QUT GUTTER | OLID OPEN LID | SD SPECIAL DITCH | WMAIN WATER MAIN |
| CSE COURSE | GP GUY POLE | PAT PATTERN | SQ FT SQUARE FEET | WB WESTBOUND |
| XSECT CROSS SECTION | GW GUY WIRE | PVD PAVED | m ² SQUARE METER | WILDFL WILDFLOWERS |
| m ³ CUBIC METER | HH HANDHOLE | PVMT PAVEMENT | mm ² SQUARE MILLIMETER | W WITH |
| mm ³ CUBIC MILLIMETER | HATCH HATCHING | PM PAVEMENT MARKING | SQ YD SQUARE YARD | WO WITHOUT |
| | | | STB STABILIZED | |

| | |
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| ENGINEER OF POLICY AND PROCEDURES | <i>Michael Bond</i> |
| APPROVED | January 4, 2011 |
| ENGINEER OF DESIGN AND ENVIRONMENT | <i>[Signature]</i> |

ISSUED 1-1-97

| DATE | REVISIONS | STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS <small>(Sheet 1 of 8)</small> |
|--------|------------------------------------|--|
| 1-1-11 | Updated abbreviations and symbols. | |
| 1-1-08 | Updated abbreviations and symbols. | |
| | | STANDARD 000001-06 |

| ADJUSTMENT ITEMS | EX | PR | ALIGNMENT ITEMS | EX | PR | CONTOUR ITEMS | EX | PR |
|---------------------------------------|----|-----|---|--|--|---------------------------|-----------|-----------|
| Structure To Be Adjusted | | ADJ | Baseline | | | Approx. Index Line | | |
| Structure To Be Cleaned | | C | Centerline | | | Approx. Intermediate Line | | |
| Main Structure To Be Filled | | FM | Centerline Break Circle | | | Index Contour | | |
| Structure To Be Filled | | F | Baseline Symbol | | | Intermediate Contour | | |
| Structure To Be Filled Special | | FSP | Centerline Symbol | | | DRAINAGE ITEMS | EX | PR |
| Structure To Be Removed | | R | PI Indicator | | | Channel or Stream Line | | |
| Structure To Be Reconstructed | | REC | Point Indicator | | | Culvert Line | | |
| Structure To Be Reconstructed Special | | RSP | Horizontal Curve Data (Half Size) | CURVE P.L. STA= ΔP= D= R= T= L= e= es= T.R.= S.E. RUN= P.C. STA= P.T. STA= | CURVE P.L. STA= ΔP= D= R= T= L= e= es= T.R.= S.E. RUN= P.C. STA= P.T. STA= | Grading & Shaping Ditches | | |
| Frame and Grate To Be Adjusted | | A | BOUNDARIES ITEMS | EX | PR | Drainage Boundary Line | | |
| Frame and Lid To Be Adjusted | | A | Dashed Property Line | | | Paved Ditch | | |
| Domestic Service Box To Be Adjusted | | A | Solid Property/Lot Line | | | Aggregate Ditch | | |
| Valve Vault To Be Adjusted | | A | Section/Grnt Line | | | Pipe Underdrain | | |
| Special Adjustment | | SP | Quarter Section Line | | | Storm Sewer | | |
| Item To Be Abandoned | | AB | Quarter/Quarter Section Line | | | Flowline | | |
| Item To Be Moved | | M | Quarter/Quarter Section Line | | | Ditch Check | | |
| Item To Be Relocated | | REL | County/Township Line | | | Headwall | | |
| Pavement Removal and Replacement | | | State Line | | | Inlet | | |
| | | | Iron Pipe Found | | | Manhole | | |
| | | | Iron Pipe Set | | | Summit | | |
| | | | Survey Marker | | | Roadway Ditch Flow | | |
| | | | Property Line Symbol | | | Swale | | |
| | | | Same Ownership Symbol (Half Size) | | | Catch Basin | | |
| | | | Northwest Quarter Corner (Half Size) | | | Culvert End Section | | |
| | | | Section Corner (Half Size) | | | Water Surface Indicator | | |
| | | | Southeast Quarter Corner (Half Size) | | | Riprap | | |

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 2 of 6)
STANDARD 000001-06

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APPROVED January 1, 2011

ENGINEER OF DESIGN AND ENVIRONMENT

46-1-1 (03/95)

| <u>EROSION & SEDIMENT CONTROL ITEMS</u> | | <u>EX</u> | <u>PR</u> | <u>NON-HIGHWAY IMPROVEMENT ITEMS</u> | | <u>EX</u> | <u>PR</u> | <u>EXISTING LANDSCAPING ITEMS (contd.)</u> | | <u>EX</u> | <u>PR</u> |
|---|--|-----------|-----------|--------------------------------------|--|-----------|-----------|--|--|-----------|-----------|
| Cleaning & Grading Limits | | | | Noise Attn./Levee | | | | Seeding Class 5 | | | |
| Dike | | | | Field Line | | | | Seeding Class 7 | | | |
| Erosion Control Fence | | | | Fence | | | | Seedlings Type 1 | | | |
| Perimeter Erosion Barrier | | | | Base of Levee | | | | Seedlings Type 2 | | | |
| Temporary Fence | | | | Mailbox | | | | Sodding | | | |
| Ditch Check Temporary | | | | Multiple Mailboxes | | | | Mowstake w/Sign | | | |
| Ditch Check Permanent | | | | Pay Telephone | | | | Tree Trunk Protection | | | |
| Inlet & Pipe Protection | | | | Advertising Sign | | | | Evergreen Tree | | | |
| Sediment Basin | | | | | | | | Shade Tree | | | |
| Erosion Control Blanket | | | | <u>LANDSCAPING ITEMS</u> | | <u>EX</u> | <u>PR</u> | <u>LIGHTING</u> | | <u>EX</u> | <u>PR</u> |
| Fabric Formed Concrete Revetment Mat | | | | Contour Mounding Line | | | | Duct | | | |
| Turf Reinforcement Mat | | | | Fence | | | | Conduit | | | |
| Mulch Temporary | | | | Fence Post | | | | Electrical Aerial Cable | | | |
| Mulch Method 1 | | | | Shrubs | | | | Electrical Buried Cable | | | |
| Mulch Method 2 Stabilized | | | | Mowline | | | | Controller | | | |
| Mulch Method 3 Hydraulic | | | | Perennial Plants | | | | Underpass Luminaire | | | |
| | | | | Seeding Class 2 | | | | Power Pole | | | |
| | | | | Seeding Class 2A | | | | | | | |
| | | | | Seeding Class 4 | | | | | | | |
| | | | | Seeding Class 4 & 5 Combined | | | | | | | |

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STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
 (Sheet 3 of 8)
 STANDARD 000001-06

**LIGHTING
(contd.)**

| | EX | PR |
|----------------------------|-----------|-----------|
| Pull Point | | |
| Handhole | | |
| Heavy Duty Handhole | | |
| Junction Box | | |
| Light Unit Comb. | | |
| Electrical Ground | | |
| Traffic Flow Arrow | | |
| High Mast Pole (Half Size) | | |
| Light Unit-L | | |

PAVEMENT (MISC.)

| | EX | PR |
|------------------------------|-----------|-----------|
| Keyed Long. Joint | | |
| Keyed Long. Joint w/Tie Bars | | |
| Sawed Long. Joint w/Tie Bars | | |
| Bituminous Shoulder | | |
| Bituminous Taper | | |
| Stabilized Driveway | | |
| Widening | | |

PAVEMENT MARKINGS

| | EX | PR |
|--|-----------|-----------|
| Bike Lane Symbol | | |
| Bike Lane Text | | |
| Handicap Symbol | | |
| RR Crossing | | |
| Raised Marker Amber 1 Way | | |
| Raised Marker Amber 2 Way | | |
| Raised Marker Crystal 1 Way | | |
| Two Way Turn Left | | |
| Shoulder Diag. Pattern | | |
| Skip-Dash White | | |
| Skip-Dash Yellow | | |
| Stop Line | | |
| Solid Line | | |
| Double Centerline | | |
| Dotted Lines | | |
| CL 2Ln 2Way RRPM 12.2 m (40') o.c. | | |
| CL 2Ln 2Way RRPM 60' (24.4 m) o.c. | | |
| CL Multilane Div. RRPM 40' (12.2 m) o.c. | | |
| CL Multilane Div. RRPM 60' (24.4 m) o.c. | | |
| CL Multilane Div. Dbl. RRPM 60' (24.4 m) o.c. | | |
| CL Multilane Undiv. | | |
| Two Way Turn Left Line | | |

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48-111 (08/05)

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**

(Sheet 4 of 8)

STANDARD 000001-06

PAVEMENT MARKINGS
(contd.)

- Urban Combination Left
- Urban Combination Right
- Urban Left Turn Arrow
- Urban Right Turn Arrow
- Urban Left Turn Only
- Urban Right Turn Only
- Urban Thru Only
- Urban U-Turn
- Urban Combined U-Turn
- Rural Combination Left
- Rural Combination Right
- Rural Left Turn Arrow
- Rural Right Turn Arrow
- Rural Left Turn Only
- Rural Right Turn Only
- Rural Thru Only

EX

PR

ONLY ONLY ONLY

ONLY ONLY ONLY

RAILROAD ITEMS

EX

PR

- Abandoned Railroad
- Railroad
- Railroad Point
- Control Box
- Crossing Gate
- Flashing Signal
- Railroad Cant, Mast Arm
- Crossbuck

REMOVAL ITEMS

EX

PR

- Removal Tic
- Bituminous Removal
- Hatch Pattern
- Tree Removal Single

RIGHT OF WAY ITEMS

EX

PR

- Future ROW Corner Monument
- ROW Marker
- ROW Line
- Easement
- Temporary Easement

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**

(Sheet 5 of 8)

STANDARD 000001-06

| | |
|---|-----------------|
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| ENGINEER OF POLICY AND PROCEDURES <i>Michael Beard</i> | |
| APPROVED | January 1, 2011 |
| ENGINEER OF DESIGN AND ENVIRONMENT <i>Scott Smith</i> | |
| 16-111 | 03/05/11 |

RIGHT OF WAY ITEMS
(contd.)

| | EX | PR |
|--------------------------------------|------------------------|------------------------|
| Access Control Line | — AC — | — AC — |
| Access Control Line & ROW | - - - - - AC - - - - - | - - - - - AC - - - - - |
| Access Control Line & ROW with Fence | - - - - - AR - - - - - | - - - - - AC - - - - - |
| Excess ROW Line | | — XS — |

ROADWAY PLAN ITEMS

| | EX | PR |
|--|-----------|------------|
| Cable Barrier | | |
| Concrete Barrier | | |
| Edge of Pavement | - - - - - | - - - - - |
| Bit Shoulders, Medians and C&G Line | - - - - - | - - - - - |
| Aggregate Shoulder | - - - - - | - - - - - |
| Sidewalks, Driveways | - - - - - | - - - - - |
| Guardrail | | |
| Guardrail Post | | |
| Traffic Sign | | |
| Corrugated Median | | |
| Impact Attenuator | | |
| North Arrow with District Office (Half Size) | | |
| Match Line | | STA. 45+00 |
| Slope Limit Line | - - - - - | |
| Typical Cross-Section Line | — — — — — | — — — — — |

ROADWAY PROFILES

| | EX | PR |
|--------------------------------|-------------------------------|-------------------------------|
| P.I. Indicator | ▲ | ▲ |
| Point Indicator | ○ | ○ |
| Earthworks Balance Point | | |
| Begin Point | | |
| Vert. Curve Data | VPI = ELEV = L = R = | VPI = ELEV = L = R = |
| Ditch Profile Left Side | - - - - - | - - - - - |
| Ditch Profile Right Side | - - - - - | - - - - - |
| Roadway Profile Line | - - - - - | - - - - - |
| Storm Sewer Profile Left Side | - - - - - | - - - - - |
| Storm Sewer Profile Right Side | - - - - - | - - - - - |

SIGNING ITEMS

| | EX | PR |
|--------------------------|----|----|
| Cone, Drum or Barricade | ○ | ○ |
| Barricade Type II | | |
| Barricade Type III | | |
| Barricade With Edge Line | | |
| Flashing Light Sign | ○ | ○ |
| Panels I | | |
| Panels II | | |
| Direction of Traffic | | |
| Sign Flag (Half Size) | | |

SIGNING ITEMS
(contd.)

| | EX | PR |
|--|----|----|
| Reverse Left W1-4L (Half Size) | | |
| Reverse Right W1-4R (Half Size) | | |
| Two Way Traffic Sign W6-3 (Half Size) | | |
| Detour Ahead W20-210 (Half Size) | | |
| Left Lane Closed Ahead W20-5L10 (Half Size) | | |
| Right Lane Closed Ahead W20-5R10 (Half Size) | | |
| Road Closed Ahead W20-310 (Half Size) | | |
| Road Construction Ahead W20-110 (Half Size) | | |
| Single Lane Ahead (Half Size) | | |
| T-ansl-on Left W4-2L (Half Size) | | |
| T-ansl-on Right W4-2R (Half Size) | | |

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44-111 (03/05)

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS

(Sheet 6 of 8)

STANDARD 000001-06

| <u>SIGNING ITEMS</u> (contd.) | | <u>EX</u> | <u>PR</u> | <u>STRUCTURES ITEMS</u> | | | <u>EX</u> | <u>PR</u> | <u>TRAFFIC SHEET ITEMS</u> | | <u>EX</u> | <u>PR</u> |
|---|--|-----------|-----------|-------------------------|-------|-------|-----------|-----------|-----------------------------|-------|-----------|-----------|
| One Way Arrow Lrg. W1-6-(O) (Half Size) | | | | Box Culvert Barrel | ----- | ----- | | | Cable Number | | | |
| Two Way Arrow Large W1-7-(O) (Half Size) | | | | Box Culvert Headwall | ----- | ----- | | | Left Turn Green | | | |
| Detour M4-10L-(O) (Half Size) | | | | Bridge Pler | ----- | ----- | | | Left Turn Yellow | | | |
| Detour M4-10R-(O) (Half Size) | | | | Bridge | ----- | ----- | | | Signal Backplate | | | |
| One Way Left R6-1L (Half Size) | | | | Retaining Wall | ----- | ----- | | | Signal Section 8" (200 mm) | | | |
| One Way Right R6-1R (Half Size) | | | | Temporary Sheet Piling | ----- | ~~~~~ | | | Signal Section 12" (300 mm) | | | |
| Left Turn Lane R3-1100L (Half Size) | | | | | | | | | Walk/Don't Walk Letters | | | |
| Keep Left R4-7AL (Half Size) | | | | | | | | | Walk/Don't Walk Symbols | | | |
| Keep Left R4-7BL (Half Size) | | | | | | | | | <u>TRAFFIC SIGNAL ITEMS</u> | | | |
| Keep Right R4-7AR (Half Size) | | | | | | | | | Galv. Steel Conduit | ----- | ----- | |
| Keep Right R4-7BR (Half Size) | | | | | | | | | Underground Cable | ----- | ----- | |
| Stop Here On Red R10-6-AL (Half Size) | | | | | | | | | Detector Loop Line | ----- | ----- | |
| Stop Here On Red R10-6-AR (Half Size) | | | | | | | | | Detector Loop Large | | | |
| No Left Turn R3-2 (Half Size) | | | | | | | | | Detector Loop Small | | | |
| No Right Turn R3-1 (Half Size) | | | | | | | | | Detector Loop Quadrapole | | | |
| Road Closed R11-2 (Half Size) | | | | | | | | | | | | |
| Road Closed Thru Traffic R11-2 (Half Size) | | | | | | | | | | | | |

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1520051
15-1-01

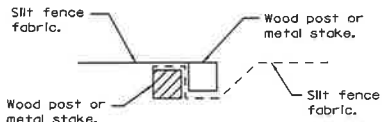
**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 7 of 8)

STANDARD 000001-06

| <u>TRAFFIC SIGNAL ITEMS (contd.)</u> | | <u>EX</u> | <u>PR</u> | <u>UNDERGROUND UTILITY ITEMS</u> | | | <u>EX</u> | <u>PR</u> | <u>ABANDONED</u> | <u>UTILITY ITEMS (contd.)</u> | | <u>EX</u> | <u>PR</u> |
|--------------------------------------|--|-----------|-----------|-----------------------------------|--|--|-----------|----------------------------|----------------------------|-------------------------------|--|-----------|-----------|
| Detector Raceway | | | | Cable TV | | | | | Traffic Signal | | | | |
| Aluminum Mast Arm | | | | Electric Cable | | | | | Traffic Signal Control Box | | | | |
| Steel Mast Arm | | | | Fiber Optic | | | | | Water Meter | | | | |
| Veh. Detector Magnetic | | | | Gas Pipe | | | | | Water Meter Valve Box | | | | |
| Conduit Splice | | | | Oil Pipe | | | | | Profile Line | | | | |
| Controller | | | | Sanitary Sewer | | | | | Aerial Power Line | | | | |
| Gulfbox Junction | | | | Telephone Cable | | | | | <u>VEGETATION ITEMS</u> | | | | |
| Wood Pole | | | | Water Pipe | | | | | Deciduous Tree | | | | |
| Temp. Signal Head | | | | <u>UTILITIES ITEMS</u> | | | <u>EX</u> | <u>PR</u> | Bush or Shrub | | | | |
| Handhole | | | | Controller | | | | Evergreen Tree | | | | | |
| Double Handhole | | | | Double Handhole | | | | Stump | | | | | |
| Heavy Duty Handhole | | | | Fire Hydrant | | | | Orchard/Nursery Line | | | | | |
| Junction Box | | | | CuyWire or Deadman Anchor | | | | Vegetation Line | | | | | |
| Ped. Pushbutton Detector | | | | Handhole | | | | Woods & Bush Line | | | | | |
| Ped. Signal Head | | | | Heavy Duty Handhole | | | | <u>WATER FEATURE ITEMS</u> | | | | | |
| Power Pole Service | | | | Junction Box | | | | Stream or Drainage Ditch | | | | | |
| Priority Veh. Detector | | | | Light Pole | | | | Waters Edge | | | | | |
| Signal Head | | | | Manhole | | | | Water Surface Indicator | | | | | |
| Signal Head w/Backplate | | | | Pipeline Warning Sign | | | | Water Point | | | | | |
| Signal Post | | | | Power Pole | | | | Disappearing Ditch | | | | | |
| Closed Circuit TV | | | | Power Pole with Light | | | | Marsh | | | | | |
| Video Detector System | | | | Sanitary Sewer Cleanout | | | | Marsh/Swamp Boundary | | | | | |
| | | | | Splice Box Above Ground | | | | | | | | | |
| | | | | Telephone Splice Box Above Ground | | | | | | | | | |
| | | | | Telephone Pole | | | | | | | | | |

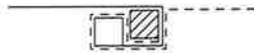
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**STANDARD SYMBOLS,
 ABBREVIATIONS
 AND PATTERNS**
 (Sheet 8 of 8)
 STANDARD 000001-06



Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

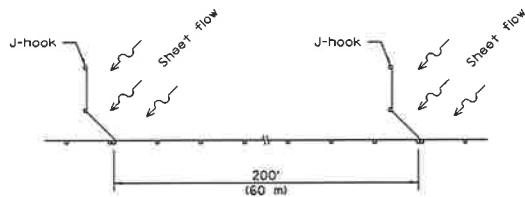
STEP 1



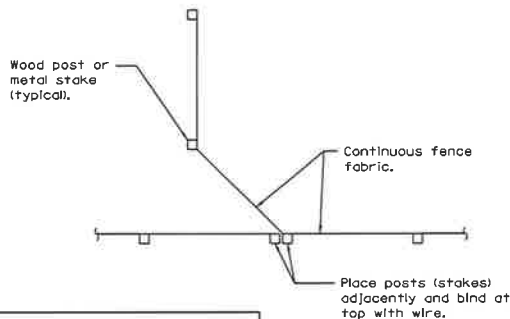
Rotate posts (stakes) together 180° clockwise and drive both posts (stakes) 18 (450) into ground.

STEP 2

ATTACHING TWO SILT FILTER FENCES
(Not applicable for J-hooks)



SILT FILTER J-HOOK PLACEMENT



J-HOOK

Illinois Department of Transportation

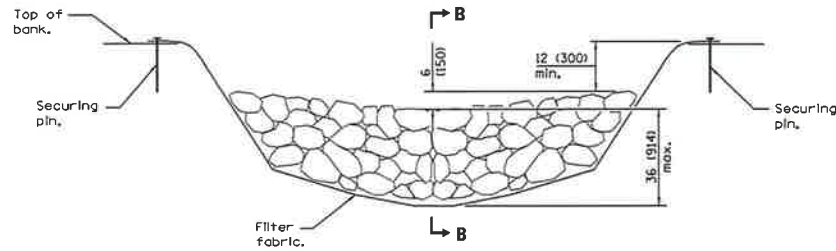
PASSED January 1, 2013

APPROVED January 1, 2013

ENGINEER OF POLICY AND PROCEDURES

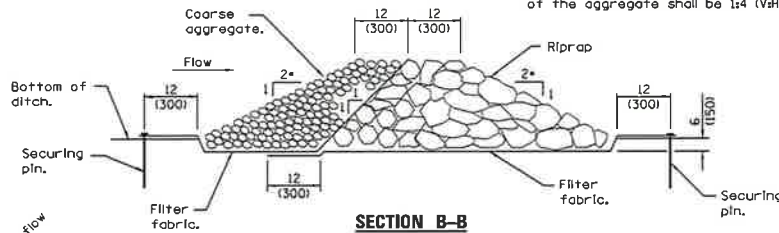
ENGINEER OF DESIGN AND ENVIRONMENT

J.E-1-1 GURSKI



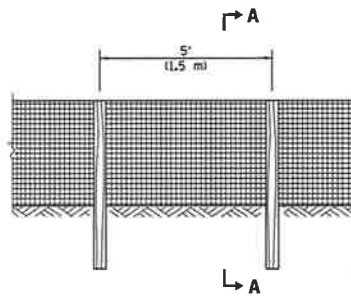
ELEVATION

When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (V:H).



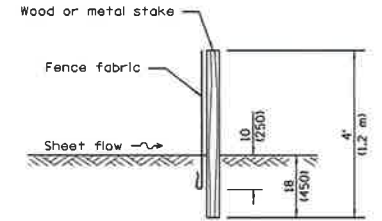
SECTION B-B

AGGREGATE DITCH CHECK

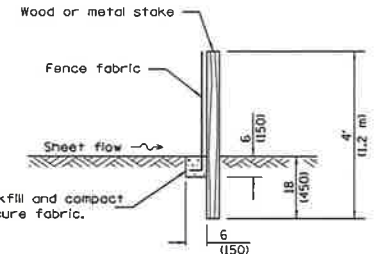


ELEVATION

SILT FILTER FENCE AS A PERIMETER EROSION BARRIER



SLICE METHOD



TRENCH METHOD

SECTION A-A

Excavate, backfill and compact trench to secure fabric.

GENERAL NOTES

The installation details and dimensions shown for perimeter erosion barriers shall also apply for Inlet and pipe protection.

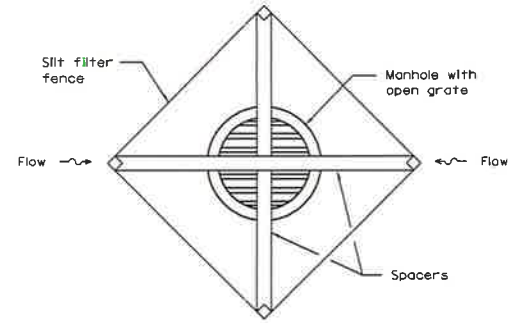
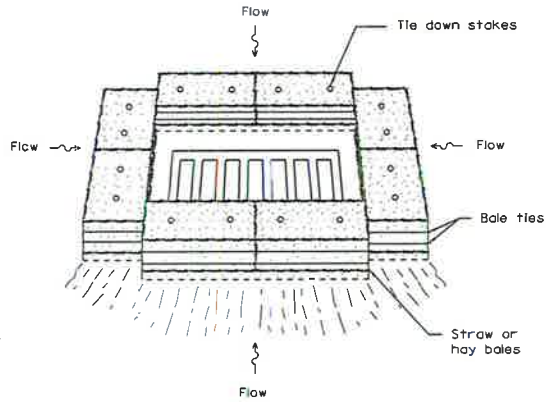
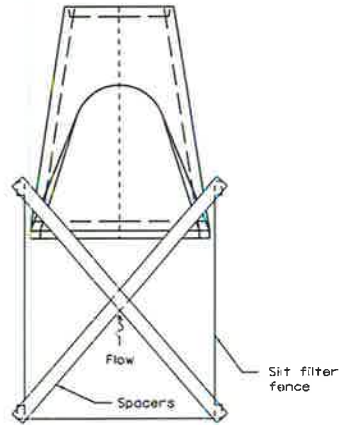
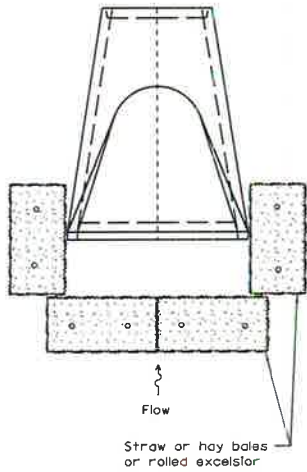
All dimensions are in inches (millimeters) unless otherwise shown.

| DATE | REVISIONS |
|--------|---|
| 1-1-13 | Corrected notation for flowline (E) on SEDIMENT BASIN ELEVATION. |
| 1-1-12 | Omitted hay/straw perimeter barrier. Added SLICE METHOD to SECTION A-A. |

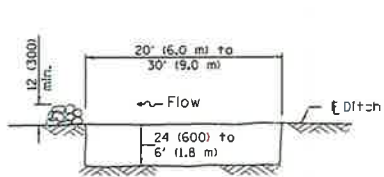
TEMPORARY EROSION CONTROL SYSTEMS

(Sheet 1 of 2)

STANDARD 280001-07

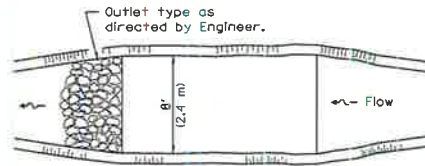


INLET AND PIPE PROTECTION



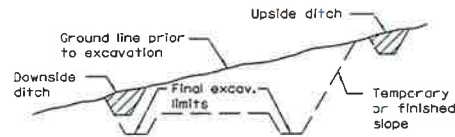
The performance of the basin will improve if put into a series.

ELEVATION

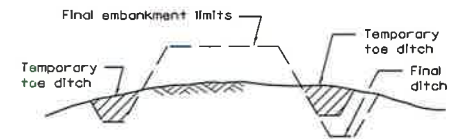


The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basins become 75% filled.

PLAN



TYPICAL CUT CROSS-SECTION



TYPICAL FILL CROSS-SECTION

TEMPORARY DITCHES FOR CUT & FILL SECTIONS

SEDIMENT BASIN

Illinois Department of Transportation

PASSED *January 1, 2013*

Michael Bond
ENGINEER OF POLICY AND PROCEDURES

APPROVED *January 1, 2013*

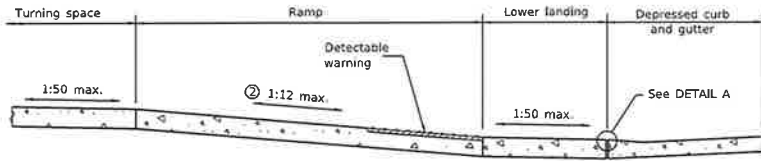
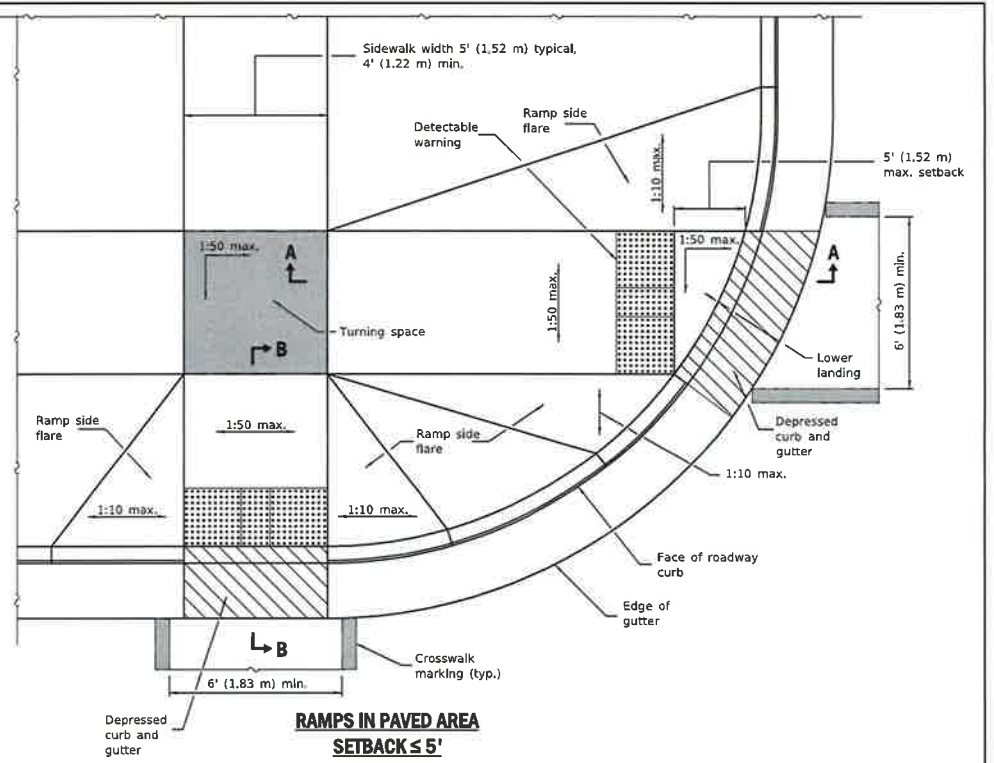
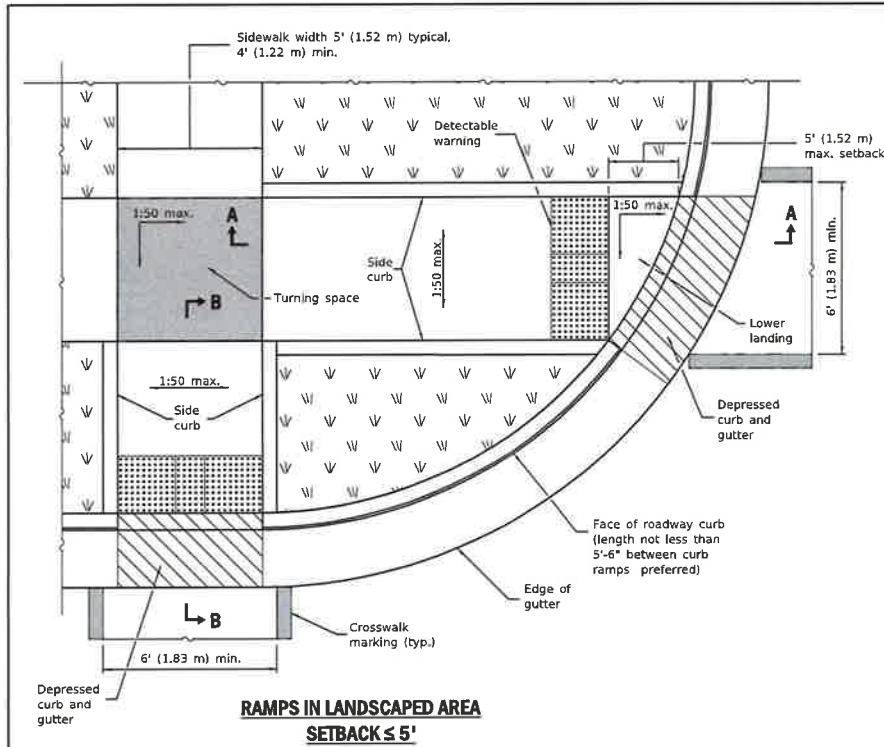
ENGINEER OF DESIGN AND ENVIRONMENT

48-1-1 (07/85)

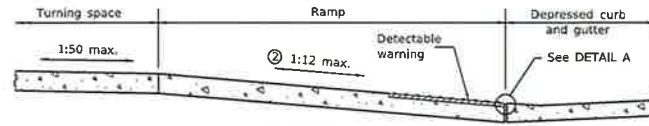
TEMPORARY EROSION CONTROL SYSTEMS

(Sheet 2 of 2)

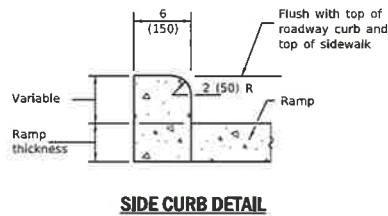
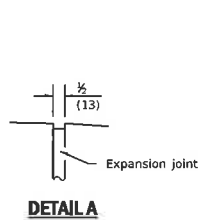
STANDARD 280001-07



② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



| | |
|--|-----------------|
| Illinois Department of Transportation | |
| PASSED | January 1, 2018 |
| <i>Michael Beard</i> ENGINEER OF POLICY AND PROCEDURES | |
| APPROVED | January 1, 2018 |
| <i>Thomas M. O'Brien</i> ENGINEER OF DESIGN AND ENVIRONMENT | |

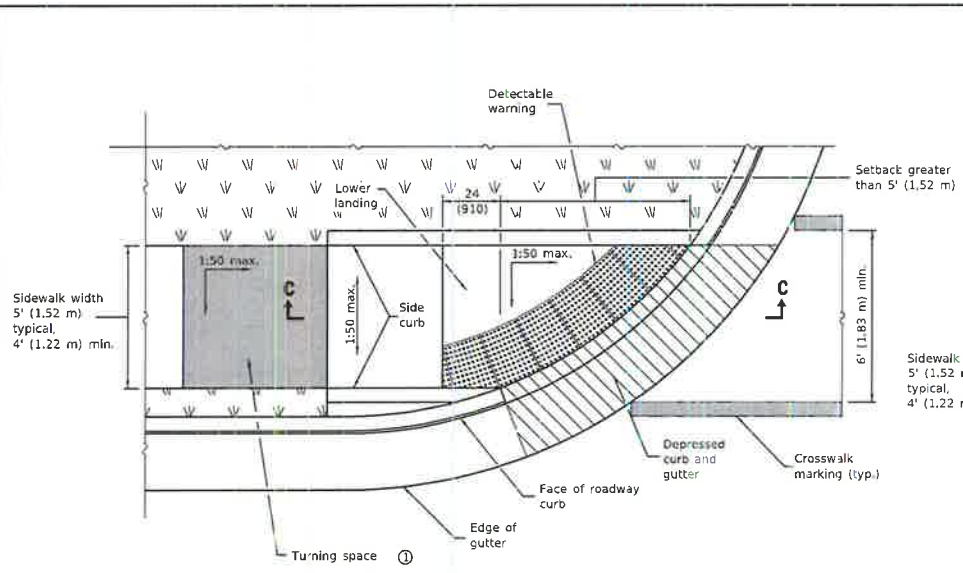
See Sheet 2 for GENERAL NOTES.

| DATE | REVISIONS |
|--------|---|
| 1-1-18 | Omitted diagonal slope at turning spaces and lower landings. |
| 1-1-17 | Added 2' dimension to det. warnings for setbacks greater than 5'. |

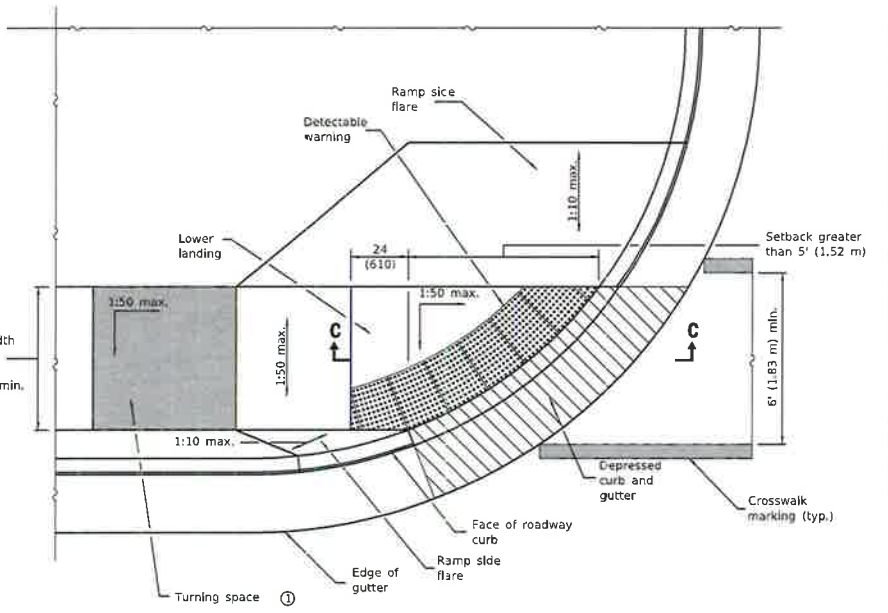
PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 1 of 2)

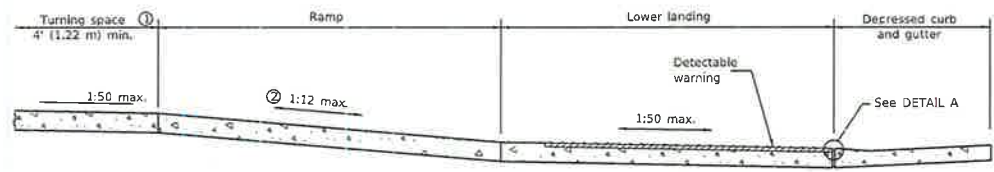
STANDARD 424001-10



**RAMP IN LANDSCAPED AREA
SETBACK > 5'**



**RAMP IN PAVED AREA
SETBACK > 5'**



SECTION C-C

- ① Turning space not required for ramp slopes flatter than 1:20.
- ② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

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

**PERPENDICULAR CURB RAMPS
FOR SIDEWALKS**

(Sheet 2 of 2)

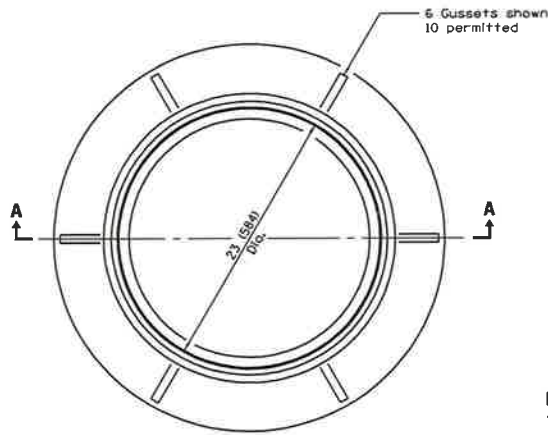
STANDARD 424001-10

Illinois Department of Transportation

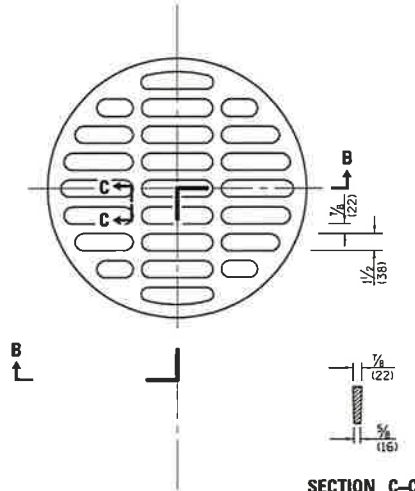
PASSED January 1, 2018
Mickael Boudet
 ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2018
Thomas M. Pate
 ENGINEER OF DESIGN AND ENVIRONMENT

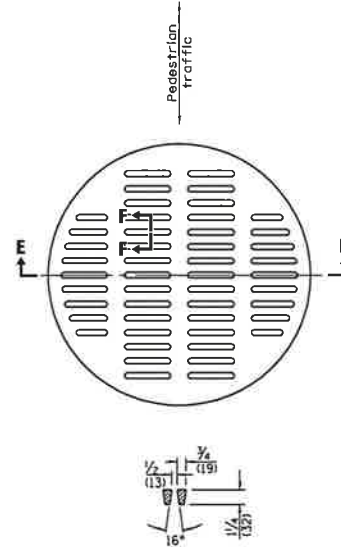
16P1-1-1-11



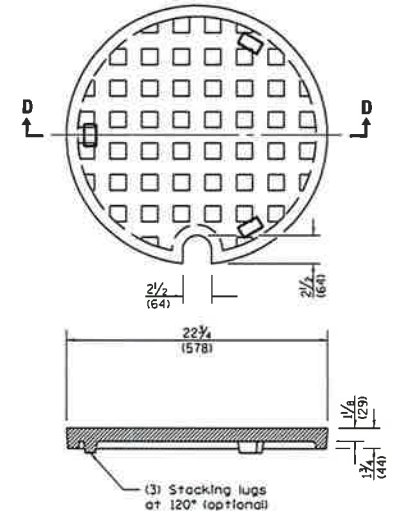
CAST FRAME



SECTION C-C

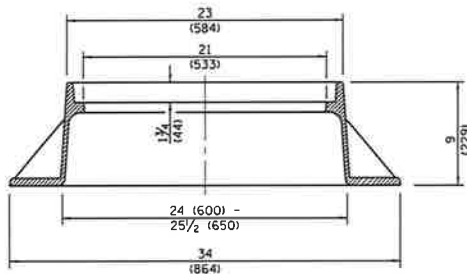


SECTION F-F

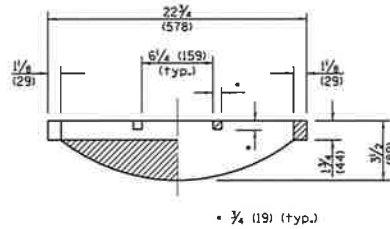


SECTION D-D

CAST CLOSED LID
Gray Iron Lid

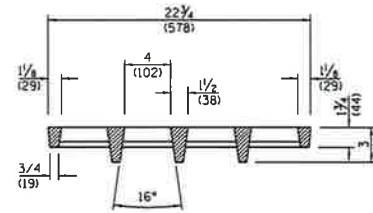


SECTION A-A
Gray Iron



SECTION B-B

CAST OPEN LID



SECTION E-E

**ADA COMPLIANT
CAST OPEN LID**

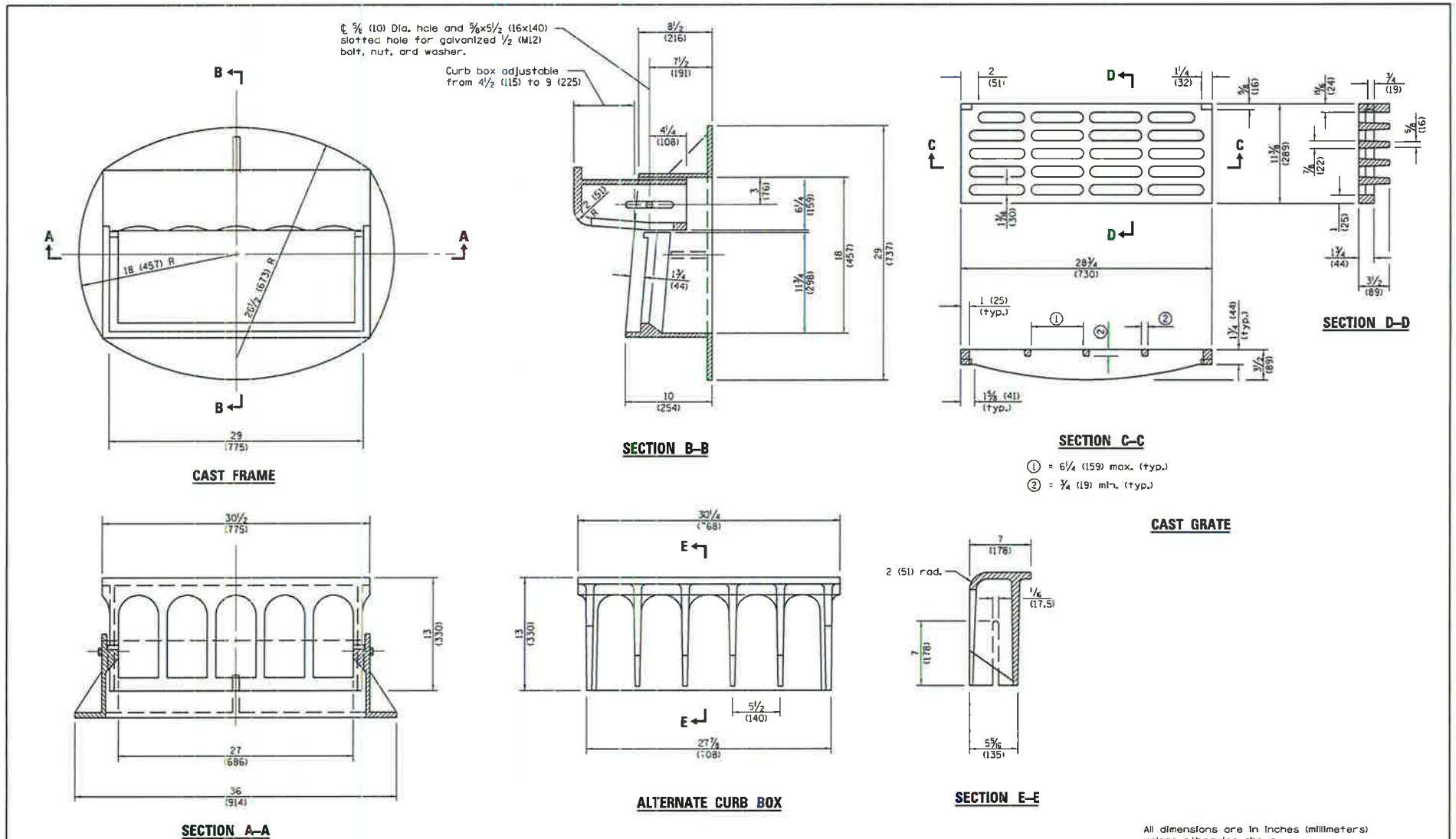
All dimensions are in Inches (millimeters)
unless otherwise shown.

| | |
|---------------------------------------|-----------------|
| Illinois Department of Transportation | |
| PASSED | January 1, 2015 |
| <i>Michael Bond</i> | |
| ENGINEER OF POLICY AND PROCEDURES | |
| APPROVED | January 1, 2015 |
| <i>DR</i> | |
| ENGINEER OF DESIGN AND ENVIRONMENT | |

| DATE | REVISIONS |
|--------|--|
| 1-1-15 | Revised dimensioning of frame. Added ADA compliant open lid. |
| 1-1-09 | Switched units to English (metric). |

**FRAME AND LIDS
TYPE 1**

STANDARD 604001-04



- ① = $6\frac{1}{4}$ (159) max. (typ.)
- ② = $\frac{3}{4}$ (19) min. (typ.)

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

| DATE | REVISIONS |
|--------|---|
| 1-1-15 | Revised dimensions of frame and alternate curb box. |
| 4-1-09 | Switched units to English (metric). |

**FRAME AND GRATE
TYPE 11**

STANDARD 604051-04

Illinois Department of Transportation

PASSED January 1, 2015

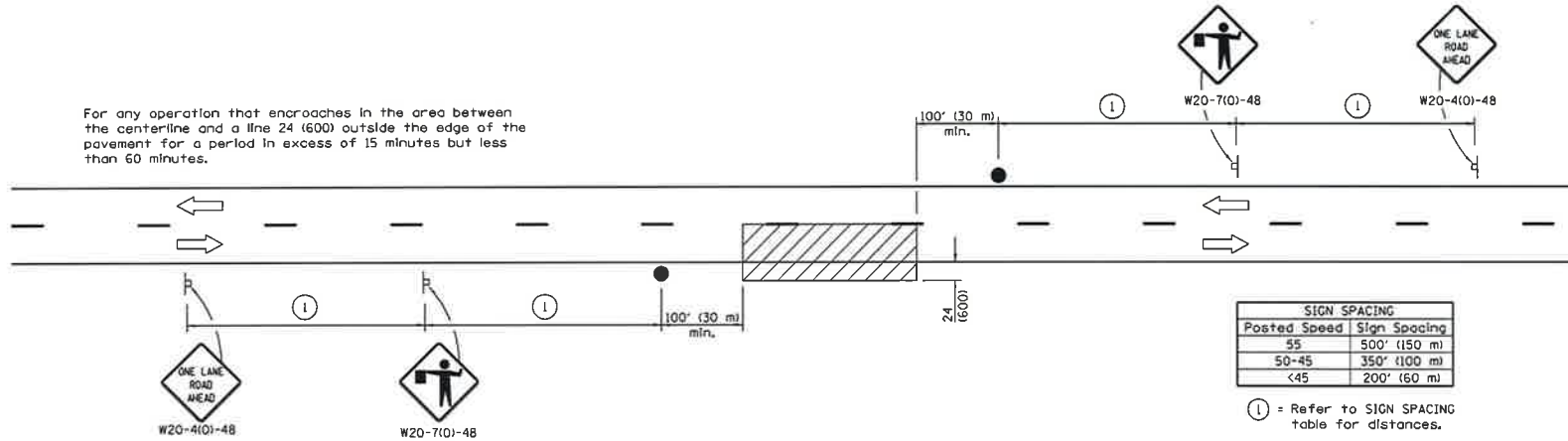
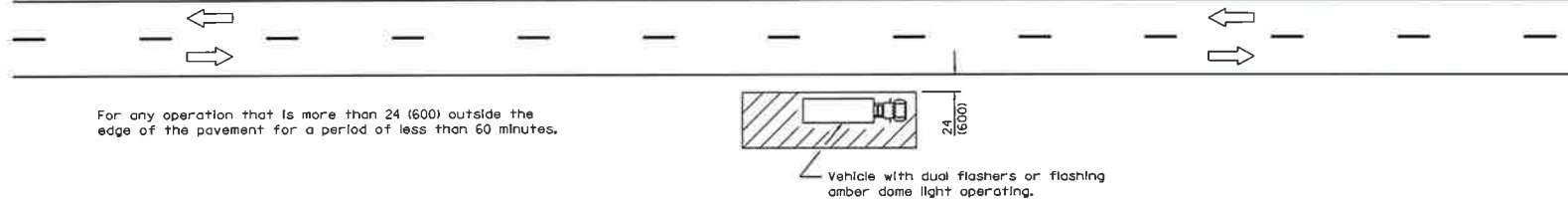
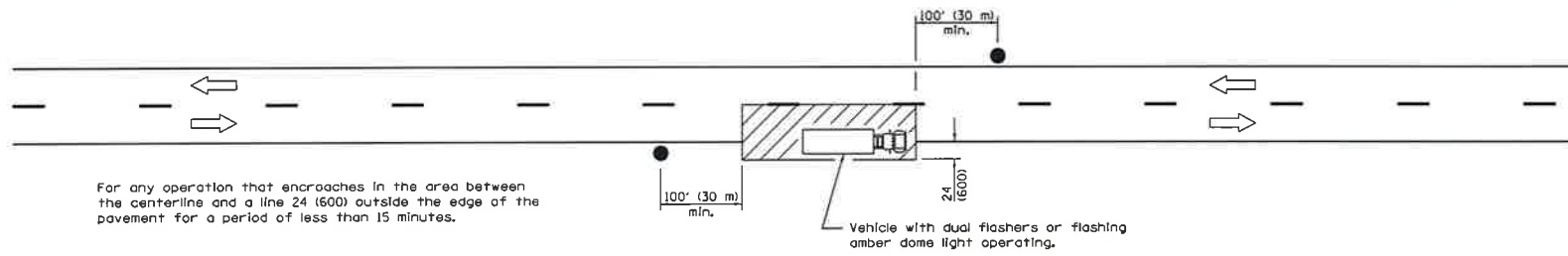
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2015

ENGINEER OF DESIGN AND ENVIRONMENT

158181

76-1-1 (08/15)



TYPICAL APPLICATIONS

- Marking patches
- Field survey
- String line
- Utility operations
- Cleaning up debris on pavement

SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

All dimensions are in Inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED [Signature] 2011
ENGINEER OF SAFETY ENGINEERING

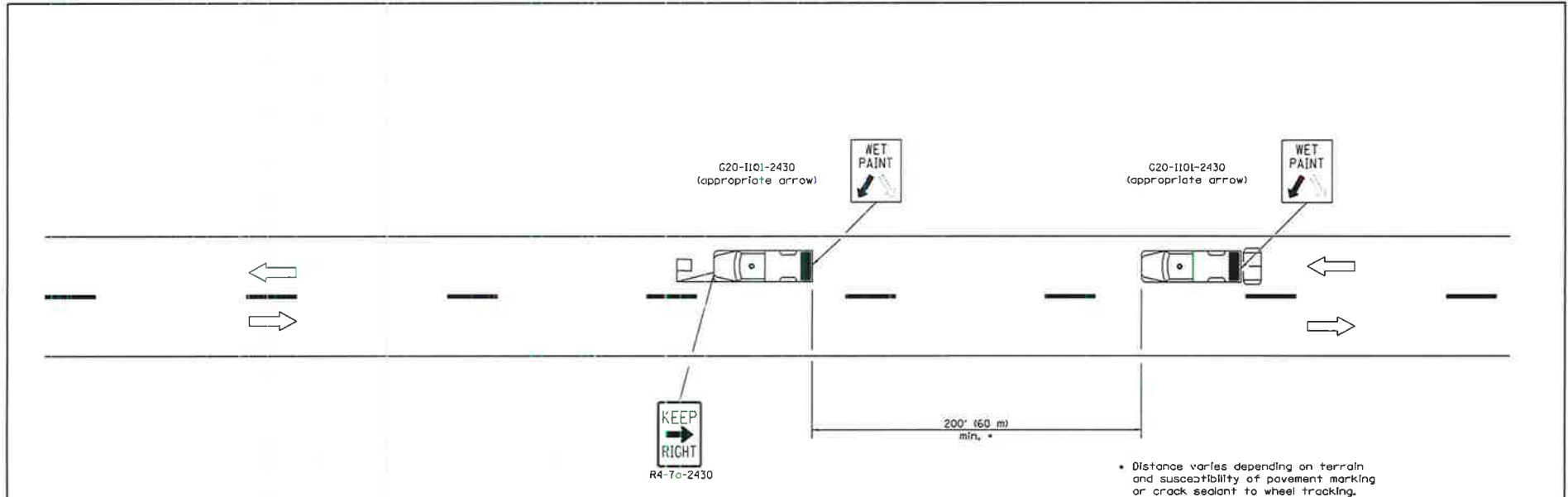
APPROVED [Signature] 2011
ENGINEER OF DESIGN AND ENVIRONMENT

15-11 (08/05)

| DATE | REVISIONS |
|--------|-------------------------------------|
| 1-1-11 | Revised flagger sign. |
| 1-1-09 | Switched units to English (metric). |

LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

STANDARD 701301-04







* Distance varies depending on terrain and susceptibility of pavement marking or crack sealant to wheel tracking.

TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Pavement marking
- Weed spraying
- Roadmeter measurements
- Debris cleanup
- Crack pouring

SYMBOLS


-  Arrow board (Hazard Mode only)
-  Truck with headlights, emergency flashers and flashing amber light (visible from all directions)
-  18x18 (450x450) min. orange flag (use when guide wheel is used)
-  Truck mounted attenuator

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426.

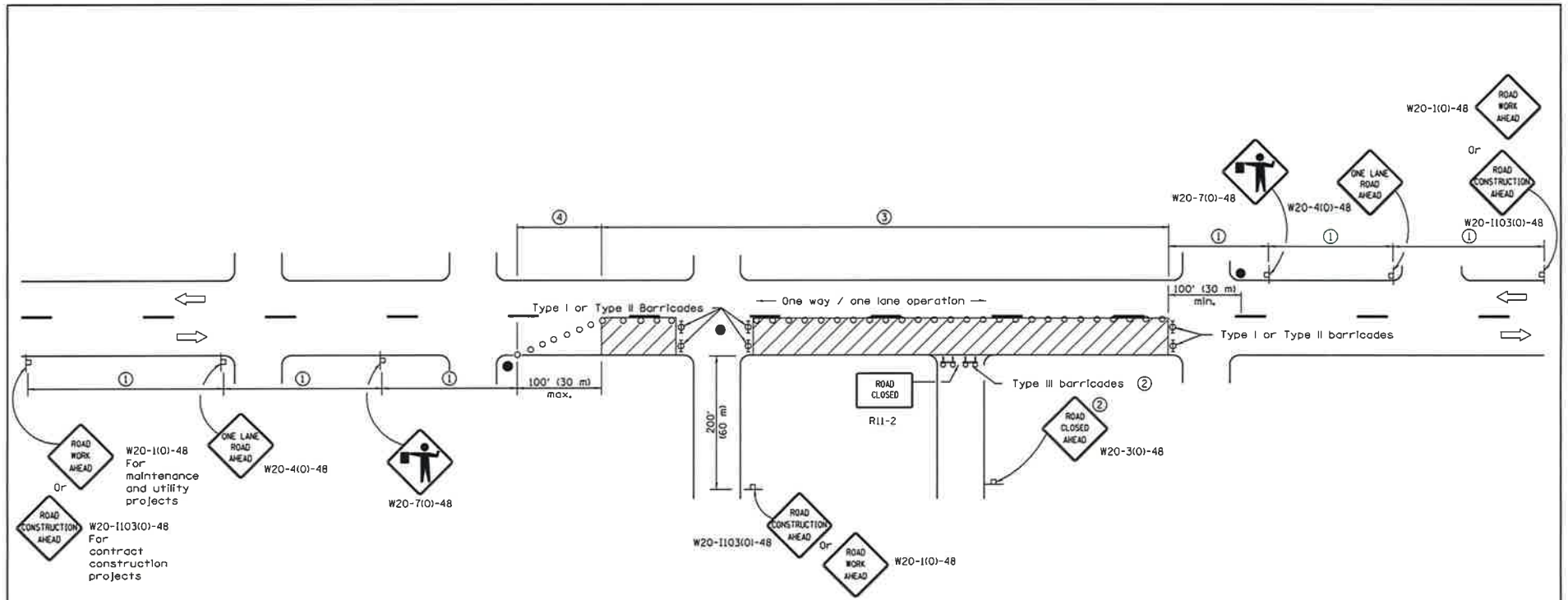
All dimensions are in inches (millimeters) unless otherwise shown.

| | |
|---|---------------|
|  Illinois Department of Transportation | |
| APPROVED: <i>[Signature]</i> January 1, 2009 ENGINEER OF OPERATIONS | ISSUED 1-1-09 |
| APPROVED: <i>[Signature]</i> January 1, 2009 ENGINEER OF DESIGN AND ENVIRONMENT | |

| DATE | REVISIONS |
|--------|--|
| 1-1-09 | Switched units to English (metric). Omitted Pass With Care sign. |
| 1-1-00 | Elim. speed restrictions in Standard title. |

**LANE CLOSURE 2L, 2W
MOVING OPERATIONS-
DAY ONLY**

STANDARD 701311-03



| SIGN SPACING | |
|--------------|--------------|
| Posted Speed | Sign Spacing |
| 55 | 500' (150 m) |
| 50-45 | 350' (100 m) |
| <45 | 200' (60 m) |

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved slideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in Inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED *[Signature]* January 1, 2011
ENGINEER OF SAFETY ENGINEERING

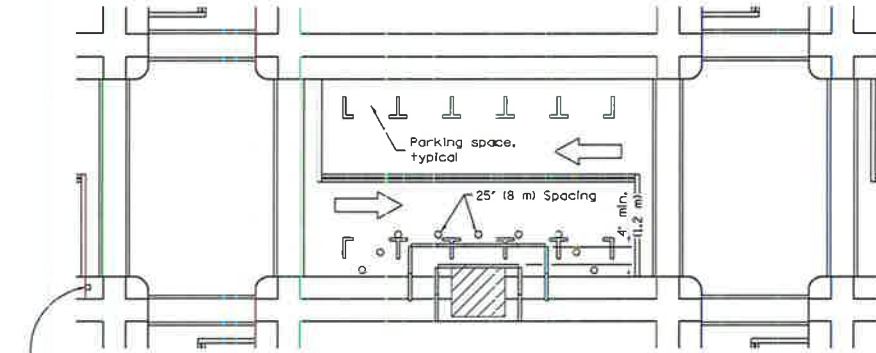
APPROVED *[Signature]* January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT

155002
16-1-11 000000

| DATE | REVISIONS |
|--------|-------------------------------------|
| 1-1-11 | Revised flagger sign. |
| | |
| 1-1-09 | Switched units to English (metric). |
| | Corrected sign No.'s. |

**URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED**

STANDARD 701501-06



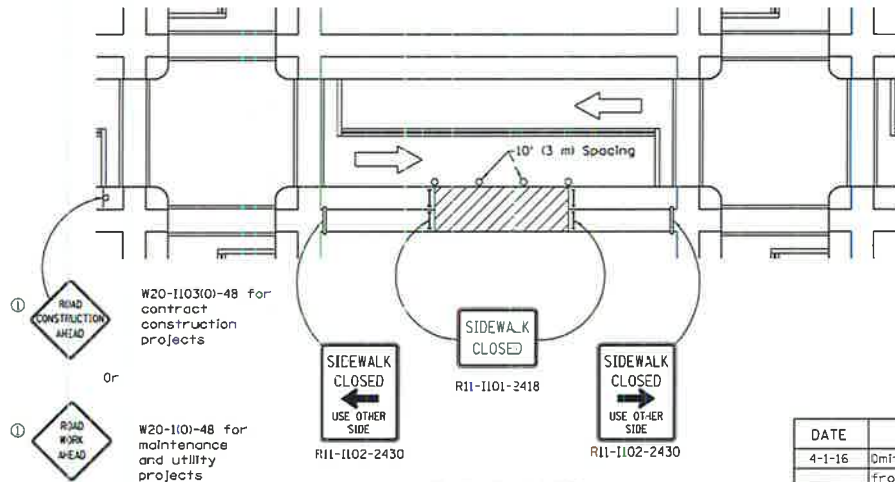
① ROAD CONSTRUCTION AHEAD W20-1103(0)-48 for contract construction projects

Or
① ROAD WORK AHEAD W20-1(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



① ROAD CONSTRUCTION AHEAD W20-1103(0)-48 for contract construction projects

Or
① ROAD WORK AHEAD W20-1(0)-48 for maintenance and utility projects

SIDEWALK CLOSURE

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

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

| DATE | REVISIONS |
|--------|--|
| 4-1-16 | Omitted orange safety fence from standard as this is covered in the std. spec. |
| 1-1-12 | Added SIDEWALK DIVERSION, Modified appearance of plan views, Renamed Std. |

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

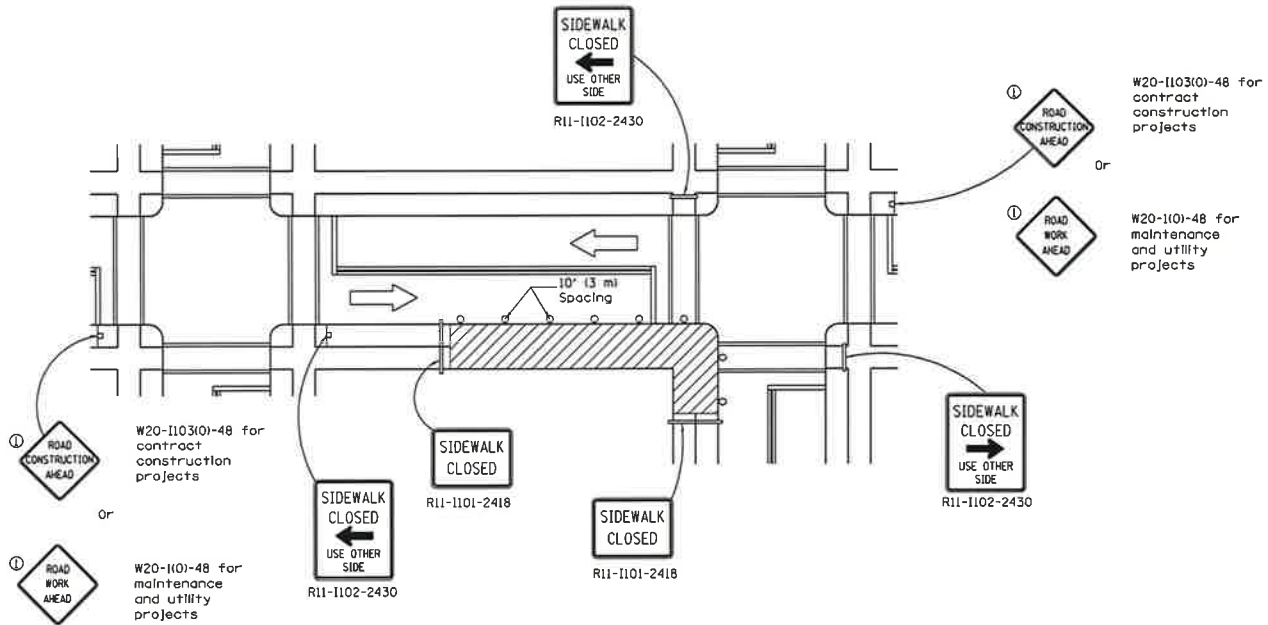
STANDARD 701801-06

Illinois Department of Transportation

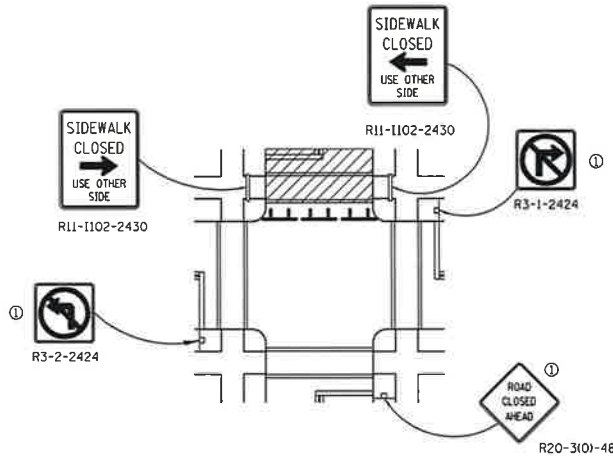
APPROVED: *[Signature]* APR 1, 2016
ENGINEER OF SAFETY ENGINEERING

APPROVED: *[Signature]* APR 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUES: 15
45-1-1 03/15/11



CORNER CLOSURE



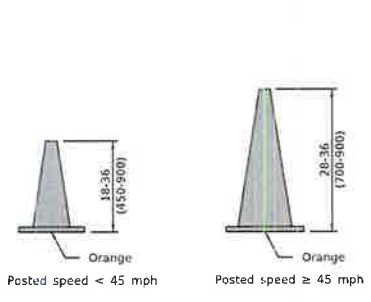
CROSSWALK CLOSURE

SIDEWALK, CORNER OR CROSSWALK CLOSURE

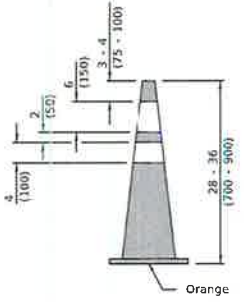
(Sheet 2 of 2)

STANDARD 701801-06

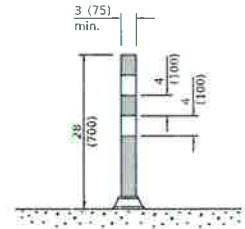
| | | |
|---------------------------------------|---------------|--------|
| Illinois Department of Transportation | | 155855 |
| APPROVED | Apr 2 1, 2016 | |
| ENGINEER OF SAFETY ENGINEERING | | |
| APPROVED | Apr 2 1, 2016 | |
| ENGINEER OF DESIGN AND ENVIRONMENT | | |



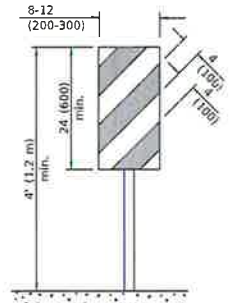
CONE FOR DAYTIME



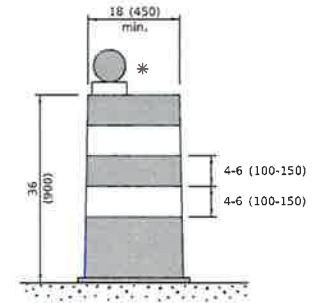
REFLECTORIZED CONE FOR NIGHTTIME



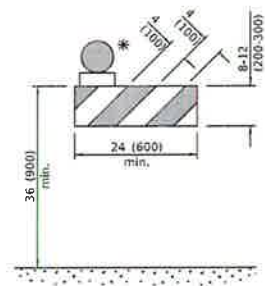
TUBULAR MARKER



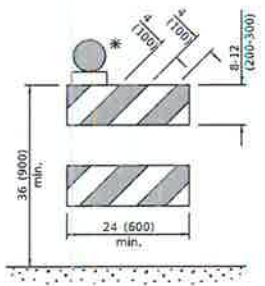
VERTICAL PANEL POST MOUNTED



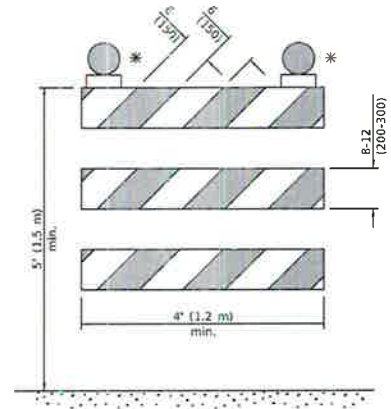
DRUM



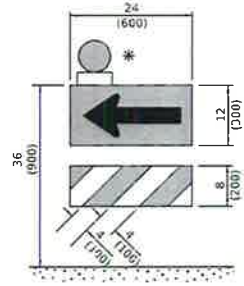
TYPE I BARRICADE



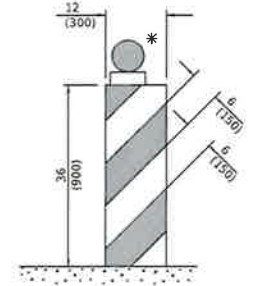
TYPE II BARRICADE



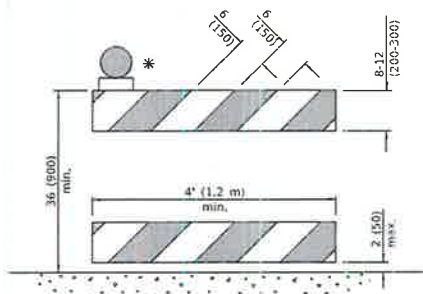
TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

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

Illinois Department of Transportation

PASSED January 1, 2018

ENGINEER OF OPERATIONS

APPROVED December 1, 2018

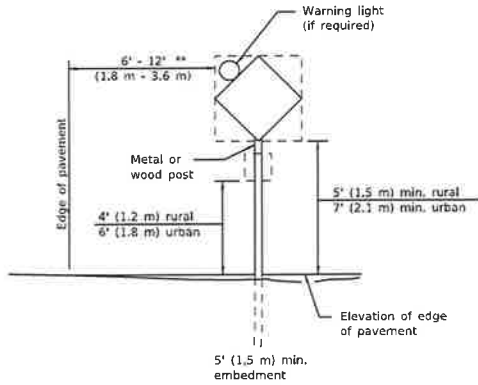
ENGINEER OF DESIGN AND ENVIRONMENT

| DATE | REVISIONS |
|--------|---|
| 1-1-18 | Revised END WORK ZONE SPEED LIMIT sign from orange to white background. |
| 1-1-17 | Changed FLEXIBLE DELINEATOR to TUBULAR MARKER. |

TRAFFIC CONTROL DEVICES

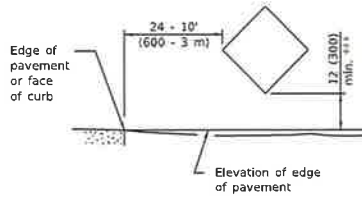
(Sheet 1 of 3)

STANDARD 701901-07



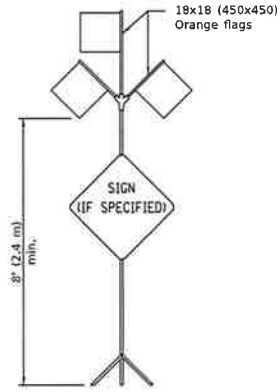
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES

G20-1104(0)-6036

END CONSTRUCTION

G20-1105(0)-6024

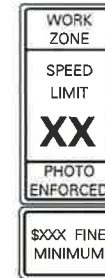
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



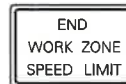
W21-III5(0)-3618

R2-1-3648

R10-1108p-3618 ****

R2-1106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



G20-1103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

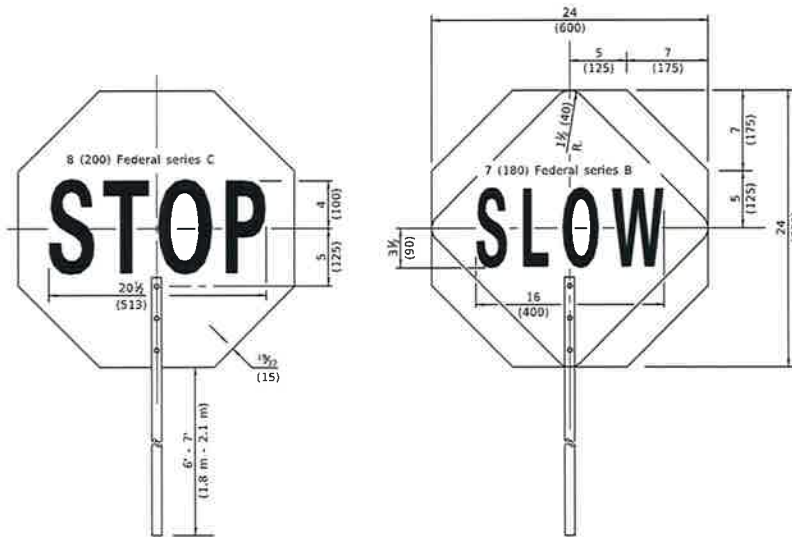
**** R10-1108p shall only be used along roadways under the jurisdiction of the State.



W12-1103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE

REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

Illinois Department of Transportation

PASSED January 1 2018

ENGINEER OF OPERATIONS

APPROVED January 1 2018

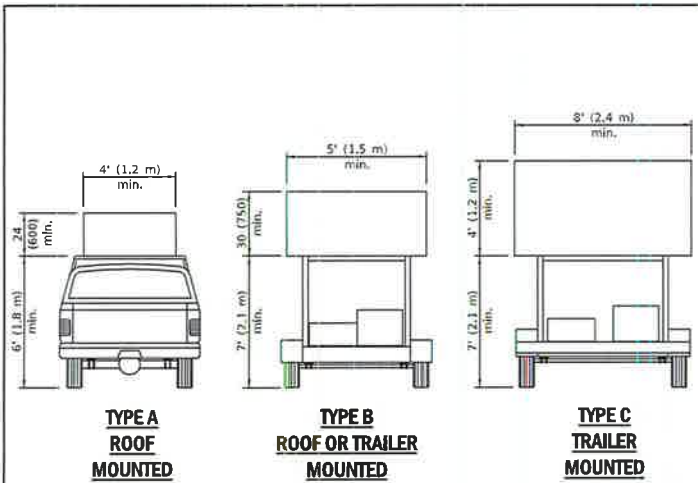
ENGINEER OF DESIGN AND ENVIRONMENT

46-11-0103

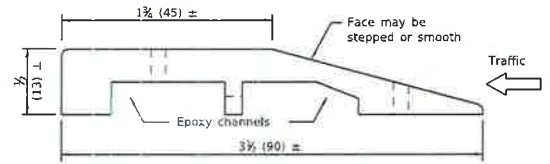
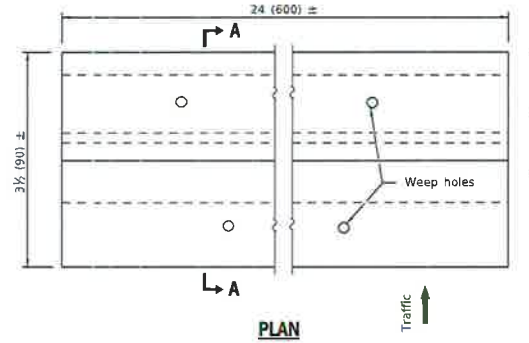
TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

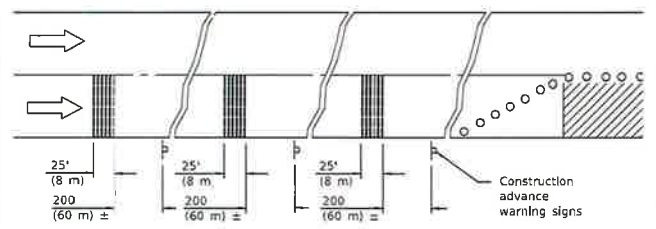
STANDARD 701901-07



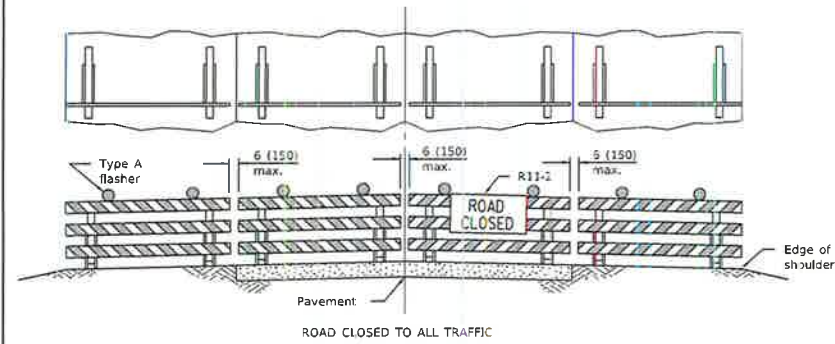
ARROW BOARDS



SECTION A-A

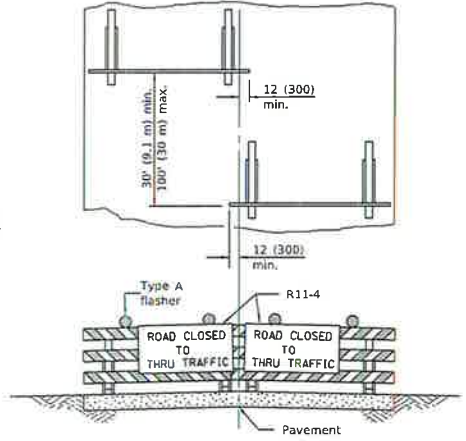


TYPICAL INSTALLATION



ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD



ReflectORIZED striping shall appear on both sides of the barricades. If a Type II barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TEMPORARY RUMBLE STRIPS

Illinois Department of Transportation

PASSED: [Signature] January 1, 2018

ENGINEER OF OPERATIONS

APPROVED: [Signature] January 1, 2018

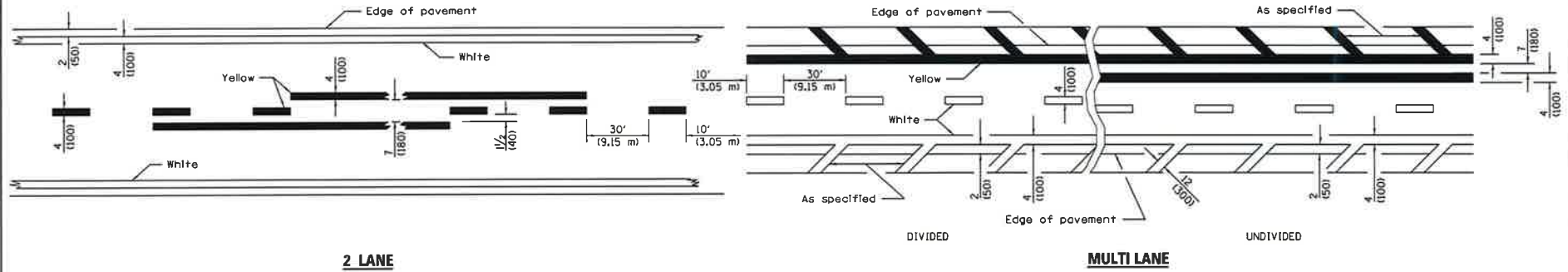
ENGINEER OF DESIGN AND ENVIRONMENT

44-111 (REV. 05)

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

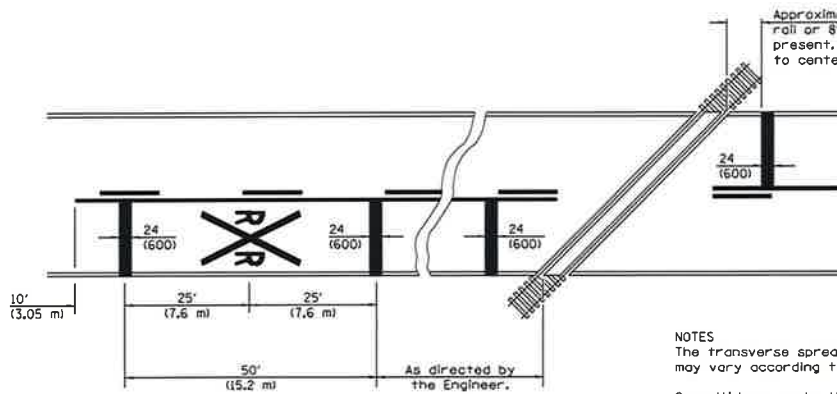
STANDARD 701901-07



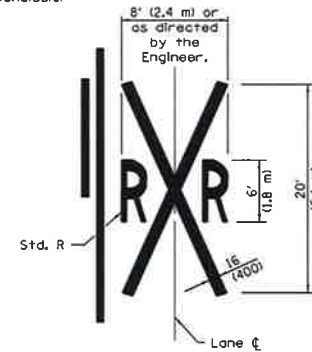
2 LANE

MULTI LANE

LANE AND EDGE LINES



Approximately 15' (4.5 m) from nearest rail or 8' (2.4 m) back from gate, if present. Stop line placed perpendicular to center line.



NOTES
The transverse spread of the "X" may vary according to lane width.
On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.

When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.

PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSING

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

| DATE | REVISIONS |
|--------|--|
| 1-1-15 | Added symbols. Revised bike symbol. Revised note for stop line at RR crossing. |
| 1-1-14 | Added bike symbol. Renamed 'LANE DROP ARROW' detail to 'LANE-REDUCTION ARROW'. |

TYPICAL PAVEMENT MARKINGS

(Sheet 1 of 3)

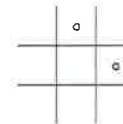
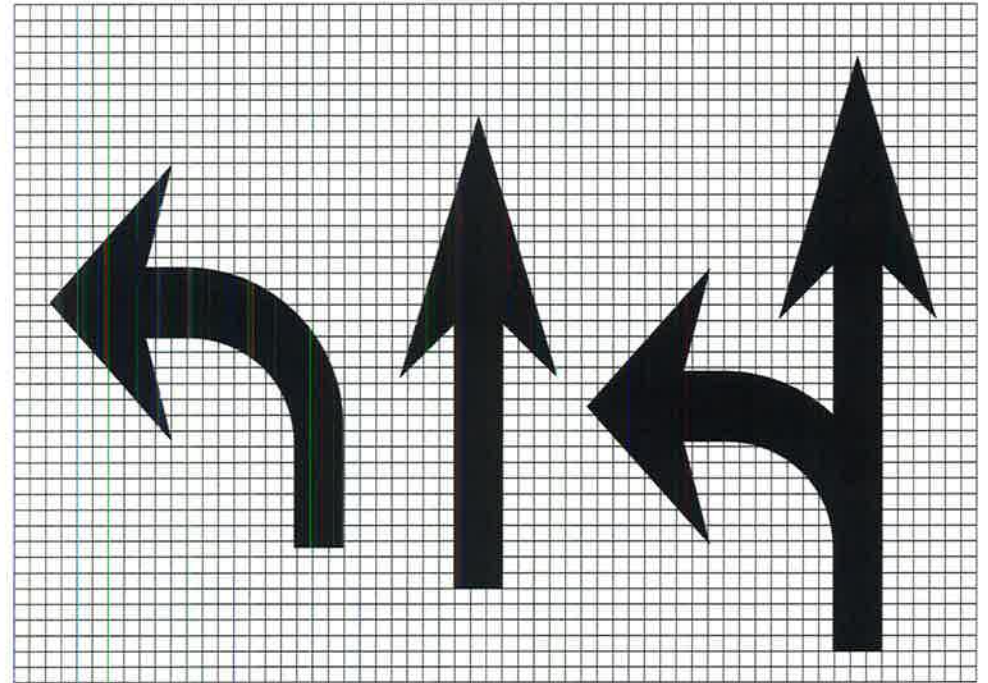
STANDARD 780001-05

Illinois Department of Transportation

APPROVED January 1, 2015
ENGINEER OF OPERATIONS

APPROVED January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT

1503
16-1-1 03/15



| Legend Height | Arrow Size | a |
|---------------|------------|----------|
| 6' (1.8 m) | Small | 2.9 (74) |
| 8' (2.4 m) | Large | 3.8 (96) |

The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

LETTER AND ARROW GRID SCALE

TYPICAL PAVEMENT MARKINGS

(Sheet 2 of 3)

STANDARD 780001-05

Illinois Department of Transportation

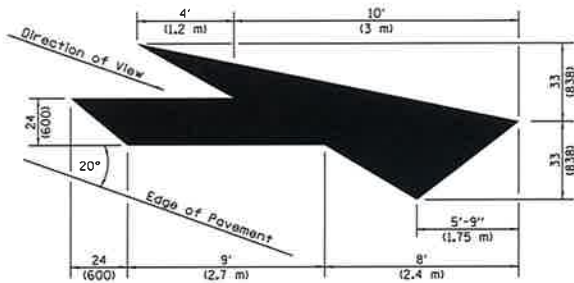
APPROVED January 1, 2015

ENGINEER OF OPERATIONS *[Signature]*

APPROVED January 1, 2015

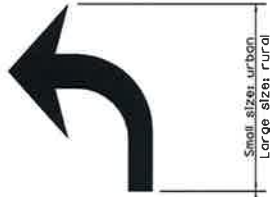
ENGINEER OF RECORD AND ENVIRONMENT *[Signature]*

ISSUED 1-1-97



LANE-REDUCTION ARROW

Right lane-reduction arrow shown.
Use mirror image for left lane.



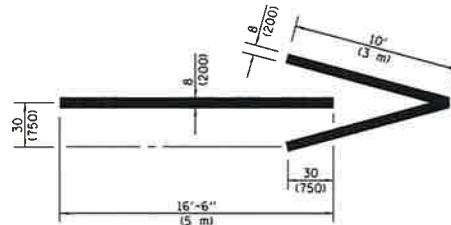
20' (6 m): urban
50' (15 m): rural
(Between arrow
and word or
between words)

ONLY

WORD AND ARROW LAYOUT

Small size: urban
Large size: Rural

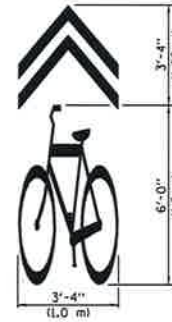
6' (1.8 m): urban
8' (2.4 m): rural



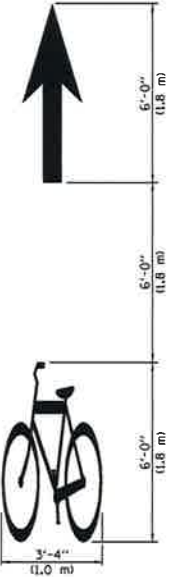
WRONG WAY ARROW



**INTERNATIONAL
SYMBOL OF
ACCESSIBILITY**



**SHARED LANE
SYMBOL**



BIKE SYMBOL
(Arrow is optional.)

Illinois Department of Transportation

APPROVED January 1, 2015

ENGINEER OF OPERATIONS

APPROVED January 1, 2015

ENGINEER OF DESIGN AND ENVIRONMENT

153163 03/16

16-1-1 21

**TYPICAL PAVEMENT
MARKINGS**

(Sheet 3 of 3)

STANDARD 780001-05

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Ordinance No. 3733

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS AMENDING THE REQUIREMENTS OF BIDDERS FOR CONSTRUCTION PROJECTS

WHEREAS, the Village of Villa Park (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-2) allows the Village to require competitive bidding after advertising for bids in the manner prescribed by ordinance; and,

WHEREAS, the President and Board of Trustees desire to adopt purchasing procedures to provide for additional requirements of bidders for construction projects to have active apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training and to have bidders show three similar projects they constructed within the last five years.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That Section 2-219 of the Villa Park Municipal Code, as amended, be and is hereby amended by placing the existing text as subsection A. and adding a new subsection B. to read as follows:

“B. A responsible bidder for the construction of public works projects shall meet and submit evidence of compliance with the following requirements:

- (1) All applicable laws prerequisite to doing business in the State of Illinois,
- (2) A federal employer tax identification number or social security number,
- (3) Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions),
- (4) Certificates of insurance indicating the following coverage’s: general liability, worker’s compensation, completed operations, automobile, hazardous occupation and product liability
- (5) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act,
- (6) The bidder and all bidder’s sub-contractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for each of the trades of work contemplated under the proposed contract,
- (7) All contractors and sub-contractors are required to file certified payrolls as specified in Illinois Pubic Act 94-0515, and follow all provisions of the Employee Classification Act (820 ILCS 185/1 et seq.), and

(8) All bidders must provide three (3) projects of a similar nature constructed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the bidder.”

Section 2. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this 11 day of February, 2013.

AYES: ALL

NAYS: Aiello Bulthuis

ABSENT: _____

Approved this 11 day of February, 2013.

Thomas C. Ault
Village President

Attest:
Theresa K. Gurecki
Village Clerk



Published in pamphlet form:

2-11, 2013

**IRMA
CONTRACTUAL INSURANCE GUIDELINES**

I. INSURANCE REQUIREMENTS

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

CG2037 - Completed Operations – (Exhibit C)

Required if box is checked ; and

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured

Required if box is checked ; and

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Coverage required for employee exposure to lead, if box is checked

- E. Builder Risk Property Coverage with member as loss payee

Required if box is checked .

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Required if box is checked .

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope:**

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the member, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess

or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the member, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

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

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than member's if the member is borrowing, leasing or in day to day control of contractors employee.

Required if box is checked .

C. Professional Liability (Required if box is checked)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

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

ASSUMPTION OF LIABILITY

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

II. INDEMNITY/HOLD HARMLESS PROVISION

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

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its

officials, employees and agents as herein provided.

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

III. SAFETY/LOSS PREVENTION

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT A

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| <p style="text-align: center; font-size: 48px; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p> | <p style="text-align: center; font-size: 48px; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p> |
| | |

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

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

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| <p>SAMPLE</p> |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

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

**EXHIBIT
C**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|--|
| <p style="font-size: 48px; opacity: 0.5; transform: rotate(-45deg);">SAMPLE</p> | |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

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

Exhibit D (Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| | | | |
|--|---|----------------------|---------------|
| PRODUCER Name of Insurance Broker | CONTACT NAME: Producer/Ins. Broker Contact Info. | | |
| | PHONE (A/C, No. Ext): _____ | FAX (A/C, No): _____ | |
| | E-MAIL ADDRESS: _____ | | |
| | ADDRESS: _____ | | |
| INSURED Name of Contractor | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Name of Insurance Company | | Completed |
| | INSURER B: Name of Insurance Company | | Completed |
| | INSURER C: _____ | | _____ |
| | INSURER D: _____ | | _____ |
| | INSURER E: _____ | | _____ |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Owners & Cont.Prot. (OCP) if requested | Y | Y | Policy Number Inserted | Policy Start Date | Policy Start Date | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | | | Policy Number Inserted | Policy Start Date | Policy Start Date | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | Y | Y | Policy Number Inserted | Policy Start Date | Policy Start Date | EACH OCCURRENCE \$ Per Request |
| | <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | AGGREGATE \$ Per Request |
| | | | | | | | \$ |
| | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below | N/A | Y | Policy Number Inserted | Policy Start Date | Policy Start Date | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | Professional Liability (other specialty coverages as requested) | | | Policy Number Inserted | Policy Start Date | Policy start Date | \$1,000,000 per occurrence or as requested |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 List project number, location and description.
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026). Coverage to additional insured is primary. Additional Insured: Member, its officials, employees, agents and volunteers.
 * Member named as cancellation notice recipient.

| | |
|---|--|
| CERTIFICATE HOLDER Name of Member | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. * AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative |
|---|--|



| | | |
|--|----------------------------|---|
| Route <input type="text"/> | Marked Route Ridge Road | Section <input type="text"/> |
| Project Number <input type="text"/> | County DuPage | Contract Number <input type="text"/> |

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issues 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.

| | | |
|------------------------------|-----------------------------------|---------------------------------|
| Print Name Vydas Juskelis | Title Director of Public Works | Agency Village of Villa Park |
| Signature | | Date 02/23/2018 |

I. Site Description

- A. Provide a description of the project location (include latitude and longitude):
- B. Provide a description of the construction activity which is subject of this plan:
- C. Provide the estimated duration of this project:
- D. The total area of the construction site is estimated to be 1.5 acres.
The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.2 acres.
- E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:
- F. List all soils found within project boundaries. Include map unit name, slope information and erosivity:
- G. Provide an aerial extent of wetland acreage at the site:
- H. Provide a description of potentially erosive areas associated with this project:
- 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 scopes, etc.):

After removing the existing pavement and excavating for water main construction, the exposed soil will be susceptible to erosion for storm events.

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 off site sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

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

Village of Villa Park

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

Village of Villa Park

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

The project site directly discharges to existing municipal storm sewers, which ultimately discharge to Salt Creek.

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

None

O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity, or siltation
- Applicable Federal, Tribal, State or Local Programs
- Other

1. 303(d) Listed receiving waters (fill out this section if checked above):

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

b. 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:

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

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

2. TMDL (fill out this section if checked above)

a. The name(s) of the listed water body:

b. 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:

[Empty text box for erosion and sediment control strategy description]

c. 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 the allocation:

[Empty text box for waste load allocation description]

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

- Soil Sediment
- Concrete
- Concrete Truck waste
- Concrete Curing Compounds
- Solid waste Debris
- Paints
- Solvents
- Fertilizers / Pesticides
- Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
- Antifreeze / Coolants
- Waste water from cleaning construction equipment
- Other (specify) _____
- Other (specify) _____
- Other (specify) _____
- Other (specify) _____
- Other (specify) _____

II. Controls

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in 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:

- Preservation of Mature Vegetation
- Vegetated Buffer Strips
- Protection of Trees
- Temporary Erosion Control Seeding
- Erosion Control Blanket / Mulching
- Sodding
- Geotextiles
- Other (specify) _____

- Temporary Turf (Seeding, Class 7) Other (specify) _____
- Temporary Mulching Other (specify) _____
- Permanent Seeding Other (specify) _____

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

Areas outside the pavement will be permanently stabilized with sod after construction of roadway items and sidewalk is complete.

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

The contractor will provide supplemental watering to permanent sod locations as needed. Once sod establishes into stabilized vegetation, erosion control barriers and inlet filters will be removed.

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.

The following stabilization practices will be used for this project:

- Perimeter Erosion Barrier Rock Outlet Protection
- Temporary Ditch Check Riprap
- Storm Drain Inlet Protection Gabions
- Sediment Trap Slope Mattress
- Temporary Pipe Slope Drain Retaining Walls
- Temporary Sediment Basin Slope Walls
- Temporary Stream Crossing Concrete Revetment Mats
- Stabilized Construction Exits Level Spreaders
- Turf Reinforcement Mats Other (specify) _____
- Permanent Check Dams Other (specify) _____
- Permanent Sediment Basin Other (specify) _____
- Aggregate Ditch Other (specify) _____
- Paved Ditch Other (specify) _____

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

Perimeter erosion barrier will be placed along areas that slope away from the project. Parkway and roadway structures with open grates will be protected with inlet filters.

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

All structural practices listed above will remain in place until the permanent sod has established as stabilized vegetation.

D. **Treatment Chemicals**

Will polymer flocculents or treatment chemicals be utilized on this project: Yes No

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

E. **Permanent 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 on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design & Environment 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:

Runoff will be directed to existing and proposed storm sewer structures which will be protected with inlet filters. There are no outfall structures requiring velocity dissipation along this project.

- 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 Illinois Environmental Protection Agency'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:

All management practices, controls, and other provisions provided in this plan are in accordance with IDOT Standard Specifications for Road and Bridge Construction.

- 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 construction entrances/exits)
 - 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 operations
 - Time frame for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
2. 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:

- 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 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 to the Contractor for the practices associated with this project. 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 Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

All erosion and sediment control measures should be checked weekly and after each significant rainfall, 0.5 inch or greater in a 24 hour period, or equivalent snowfall. Additionally, during winter months, all measures should be checked after each additional snowmelt. All erosion and sediment control measures should be included in the list of items to be inspected. All maintenance of erosion control systems is the responsibility of the contractor, and is a requirement of the contract.

IV. Inspections

Qualified personnel shall inspect disturbed areas of the construction site 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 e-mail at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

Additional Inspections Required:

Additional inspections may be required at the discretion of the Engineer.

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.

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractors/subcontractor completing this form.

| | | |
|--|---|---|
| Route <input type="text"/> | Marked Route <input type="text" value="Ridge Road"/> | Section <input type="text"/> |
| Project Number <input type="text"/> | County <input type="text" value="DuPage"/> | Contract Number <input type="text"/> |

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

| | |
|--|--|
| Print Name <input type="text"/> | Signature <input type="text"/> |
| Title <input type="text"/> | Date <input type="text"/> |
| Name of Firm <input type="text"/> | Telephone <input type="text"/> |
| Street Address <input type="text"/> | City/State/Zip <input type="text"/> |

Items which the Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

OWNER COPY

CONTRACT



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: Village of Villa Park
Mailing Address: 20 South Ardmore Phone: 630-834-5205
City: Villa Park State: IL Zip: 60181 Fax: 630-834-8509
Contact Person: Vydas Juskelis E-mail: juskelis@invillapark.com
Owner Type (select one) City

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: Ridge Road Water Main and Street Improvements County: DuPage
Street Address: Ridge Rd - Yale to Ardmore City: Villa Park IL Zip: 60181
Latitude: 41 54 8.12 Longitude: 87 58 49.24 3 & 4 39N 11E
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range
Approximate Construction Start Date May 7, 2018 Approximate Construction End Date Aug 10, 2018

Total size of construction site in acres: 1.5

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.constit10swppp@illinois.gov)

Location of SWPPP for viewing: Address: 20 South Ardmore City: Villa Park

SWPPP contact information: Inspector qualifications:
Contact Name: Vydas Juskelis P.E. _____
Phone: 630-834-8505 Fax: 630-834-8509 E-mail: juskelis@invillapark.com

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 Transportation

SIC Code: _____

Type a detailed description of the project:

The project includes roadway reconstruction; water main installation; adjustment of drainage structures; sidewalk removal and replacement; parkway restoration; and other incidental and miscellaneous items of work.

The project is located on Ridge Road from Yale Avenue to Ardmore Avenue in the Village of Villa Park, DuPage County, Illinois.

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: Village of Villa Park

Name of closest receiving water body to which you discharge: Salt Creek

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

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))

Vydas Juskelis
Owner Signature:

VYDAS JUSKELIS

Printed Name:

02/23/2018

Date:

PUBLIC WORKS DIRECTOR

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

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. When submitting electronically, use Project Name and City as indicated on NOI form.



Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

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: W. Ridge Road Improvements Project Office Phone Number, if available: _____

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

W. Ridge Road from Yale Ave. to Ardmore Ave. - See Attached Figures

City: Villa Park State: IL Zip Code: 60181

County: DuPage Township: York

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

Latitude: 41.902249 Longitude: -87.980363
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

- GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

II. Owner/Operator Information for Source Site

| Site Owner | Site Operator |
|--|------------------------------|
| Name: <u>Village of Villa Park</u> | Name: _____ |
| Street Address: <u>20 S. Ardmore Ave.</u> | Street Address: _____ |
| PO Box: _____ | PO Box: _____ |
| City: <u>Villa Park</u> State: <u>IL</u> | City: _____ State: _____ |
| Zip Code: <u>60181-2696</u> Phone: <u>630.834.8505</u> | Zip Code: _____ Phone: _____ |
| Contact: <u>Kevin Mantels</u> | Contact: _____ |
| Email, if available: <u>kmantels@invillapark.com</u> | 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

Project Name: W. Ridge Road Improvements Project

Latitude: 41.902249 Longitude: -87.980363

Uncontaminated Site Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

A limited historical & regulatory review was performed to identify PIPs. Site reconnaissance was performed while sampling to evaluate on-site environmental conditions & potential PIPs. Based on the nature & scope of the project, 3 soil samples were collected for indicator contaminants associated with identified PIPs, and screened with a PID. Figure 2 shows sample locations.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

See attached analytical summary tables, laboratory reports and associated NELAC certification. Figure 2 identifies the project area that is covered by this certification.

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

I, Sean P. Brady, P.E. (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

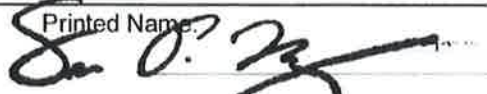
Company Name: True North Consultants

Street Address: 1240 Iroquois Avenue, Suite 206

City: Naperville State: IL Zip Code: 60563

Phone: 630.717.2880

Sean P. Brady

Printed Name: 

3/10/2017

Licensed Professional Engineer or
Licensed Professional Geologist Signature: _____

Date: _____





office: 1-847-870-0544
fax: 1-847-870-0661
www.soilandmaterialconsultants.com
us@soilandmaterialconsultants.com

February 13, 2017
File No. 23142

Mr. Thomas M. Slattery
Baxter & Woodman, Inc.
8430 W. Bryn Mawr Avenue, Suite 400
Chicago, IL 60631

Re: Pavement Investigation
Ridge Road Improvements
Villa Park, Illinois

Dear Mr. Slattery:

The following is our report of findings for the pavement investigation completed on Ridge Road from Yale Avenue to Ardmore Avenue in the Village of Villa Park, Illinois.

The investigation was requested to determine current pavement materials along with subsurface soil and water conditions at select boring locations. The findings of the field investigation and the results of laboratory testing are intended to assist in the planning, design and construction of proposed site improvements. We understand it is proposed to install new watermain along the entire length of the project. A total reconstruction of the roadway is expected between Princeton Avenue and Ardmore Avenue with pavement resurfacing planned between Princeton Avenue and Yale Avenue.

SCOPE OF THE INVESTIGATION

The field investigation included obtaining 4 pavement cores and soil borings at the locations requested and as indicated on the enclosed location sketch. The test locations were established using field taping methods and accuracy.

The pavement materials were cored to determine material types and thicknesses at each location. We auger drilled the borings to depths of 10.0 feet below existing surface elevations. Soil samples were obtained using a split barrel sampler advanced utilizing an automatic SPT hammer.

Soil profiles were determined in the field and soil samples returned to our laboratory for additional testing including determination of moisture content. Cohesive soils obtained by split barrel sampling were tested further to determine dry unit weight and unconfined compressive strength. The results of all field determinations and laboratory testing are included in summary with this report.

RESULTS OF THE INVESTIGATION

Enclosed are boring logs indicating the pavement and soil conditions encountered at each location. Visual distress of the pavement materials included some meandering cracks and

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

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 Re: Ridge Road Improvements
 Villa Park, Illinois

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settlement. The summary table below indicates pavement materials and thicknesses encountered at each location.

| <u>Core</u> | <u>PCC (in.)</u> | <u>Granular Base (in.)</u> | <u>Total Pavement (in.)</u> |
|-------------|------------------|----------------------------|-----------------------------|
| 1 | 6.25 | 7.75 | 14.0 |
| 2 | 5.25 | 8.75 | 14.0 |
| 3 | 5.5 | 9.5 | 15.0 |
| 4 | 6.0 | 6.0 | 12.0 |

Fill soil conditions were encountered underlying the pavement materials at boring B-3. Composition of the fill includes the presence of high moisture content clay/silt mixtures extending to a depth of 2.0 feet at this location. The limits of fill placement were not determined within the scope of this investigation.

Underlying natural soil conditions consist primarily of cohesive soils. These are classified as tough to hard clay/silt mixtures with lesser portions of sand and gravel. Cobbles and boulders may be present within the site soils at any elevation, although none were encountered while drilling.

The following table summarizes depth ranges below existing grade, the magnitude of soil strength within these ranges and other information:

| <u>Boring</u> | <u>Depth Range Below Existing Surface (feet)</u> | <u>Soil Strength (lbs./sq.ft.)</u> | <u>Recorded Water Levels, W.D./A.D. (feet)</u> |
|---------------|--|------------------------------------|--|
| 1 | 1.5 to 8.0 | 6,000 | dry/dry |
| 2 | 1.5 to 8.0 | 6,000 | dry/dry |
| 3 | 1.5 to 2.5 | *500 | dry/dry |
| | 2.5 to 4.0 | 3,000 | |
| | 4.0 to 8.0 | 4,000 | |
| 4 | 1.5 to 2.0 | 3,000 | dry/dry |
| | 2.0 to 4.5 | 4,000 | |
| | 4.5 to 8.0 | 6,000 | |

* Not recommended for support of pavements or utilities.

It is expected that pavements and the watermain can be supported on undisturbed natural soils located at any elevation within the depth ranges indicated in the above table, except as noted at boring B-3.

The boring logs and the above table indicate subsurface water was not encountered in the bore holes at the time of the drilling operations and during the period of these readings. It is expected that fluctuations from the water levels recorded will occur over a period of time due to

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Re: Ridge Road Improvements
Villa Park, Illinois

Page 3

variations in rainfall, temperature, subsurface soil conditions, soil permeability and other factors not evident at the time of the water level measurements.

WATERMAIN

The watermain can be supported on the undisturbed natural soils located below all pavement materials, unsuitable fill soils, low strength soils and other unsuitable conditions which may be encountered. Soil strength values and the depths at which they are expected to be encountered at each boring location are indicated in the above table. When the pipe is placed in an open cut excavation, a granular bedding, CA07/CA11, should be used to support the pipe on the undisturbed natural soils.

In the unimproved areas, the trench excavation can be backfilled with the suitable non-organic soils from the trench. In the improved areas, such as under pavements and sidewalks, the trench should be backfilled with compacted crushed granular fill (CA06). The backfill should be placed in lifts not to exceed 12.0 inches when uncompacted. Each lift should exceed the minimum compaction requirement prior to the placement of the next lift. We would recommend a minimum of 95% compaction based on the standard Proctor test, ASTM D-698, be achieved in the pavement and sidewalk areas and a minimum of 85% in the unimproved areas.

Excavations may require dewatering due to subsurface water seepage and/or surface precipitation. This water can be removed by standard sump and pump operations. Soils exposed at pipe elevations should not be permitted to become saturated. Loss of bearing strength and stability may occur, requiring additional soil excavation.

The contractor should be made responsible for designing and constructing stable temporary excavations. Also, the contractor should shore, slope, bench or restrain the sides of the excavations as required to maintain stability of both the excavation sides and bottom. In no case should the slope, slope heights, or excavation depth exceed those in the local, state, and federal safety regulations.

PAVEMENTS

Normal subgrade preparation is anticipated for the reconstruction of the roadway after the completion of the underground utility improvements. This should include the complete removal of the existing pavement. The area should then be excavated to the design subgrade elevation. The exposed soils should be leveled and compacted with a large vibratory roller. The area would then be proof-rolled and inspected in the presence of the Soil Engineer.

Unstable subgrade conditions are anticipated in the area of B-3 where high-moisture content fill soils were encountered. Any unstable areas found during proof-rolling will require removal and replacement with crushed granular material. Underdrains could be installed in order to assist with drainage and alleviate potential frost heave. The new aggregate base would then be placed and compacted followed by the placement of the designed pavement section.

File No. 23142
Re: Ridge Road Improvements
Villa Park, Illinois

Page 4

We understand the portion of Ridge Road from Yale Avenue to Princeton Avenue is planned to be resurfaced. Generally, this would include full-depth patching of any failed or settled areas with concrete. A leveling binder could then be placed as needed. The use of a reflective crack control fabric can also be considered. The new overlay should be a minimum of 1.5 inches of HMA N50 Surface.

CONCLUSION

This report has been prepared to assist in initial determination of existing pavement sections and supporting soil conditions. Locally varying conditions may be present between test locations.

If you have any questions concerning the findings or recommendations presented in this report, please let me know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Thomas P. Johnson, P.E.
President

TPJ:ek
Enc.



| | | | |
|------------|-------------------------|--|----------------------------|
| SMC | | SOIL AND MATERIAL CONSULTANTS, INC. | LOCATION SKETCH |
| Client: | BAXTER & WOODMAN, INC. | | |
| Project: | RIDGE ROAD IMPROVEMENTS | | |
| Location: | VILLA PARK, ILLINOIS | | |
| File No. | 23142 | Date: 2-9-17 | Scale: NONE |



Arlington Heights, Illinois (847) 870-0544

SOIL BORING LOG CB-1

Logged By: DA

Page: 1 of 1

Client: Baxter & Woddman, Inc.

File No. 23142

Date Drilled: 2/9/17

Reference: Ridge Road Improvements
Villa Park, IL
West Ridge Road

Comments: 120' E. of Yale Ave., 5' N. of CL

Equipment: CME 45B CME 55 Hand Auger Other

CLASSIFICATION
Elevation Existing Surface

| | | | | |
|----|--|--|--|--|
| 1 | Concrete - 6-1/4" | | | |
| | Crushed concrete with fines - 7-3/4" | | | |
| 2 | Brown clay, some silt, trace sand & gravel, damp, very tough to hard | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | Gray clay, some silt, trace sand & gravel, damp, very tough | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | End of Boring | | | |

| depth ft. | standard penetration | moisture content | dry unit weight lbs./cu.ft. | unconfined compressive strength | penetrometer reading, tons/sq.ft. | moisture content, % |
|-----------|----------------------|------------------|-----------------------------|---------------------------------|-----------------------------------|---------------------|
| | X | Δ | ⊗ | ○ | 1.0 2.0 3.0 4.0 | 10 20 30 40 |
| 11 | | 11.8 | | | | |
| 11 | 11 | 19.3 | 106.8 | 3.5 | X | Δ |
| 15 | 15 | 20.6 | 105.2 | 6.1 | X | Δ |
| 20 | 20 | 18.8 | 110.4 | 5.5 | X | Δ |
| 19 | 19 | 18.6 | 113.4 | 3.3 | | Δ |

Water encountered at dry feet during drilling operations (W.D.).
 Water recorded at dry feet on completion of drilling operations (A.D.).
 Water recorded at dry feet hours after completion of drilling operations (A.D.).



Arlington Heights, Illinois (847) 870-0544

SOIL BORING LOG CB-2

Logged By: DA

Page: 1 of 1

Client: Baxter & Woodman, Inc.

File No. 23142

Date Drilled: 2/9/17

Reference: Ridge Road Improvements
Villa Park, IL

Comments: 42 W. Ridge Rd., 8' S. of CL

Equipment: CME 45B CME 55 Hand Auger Other

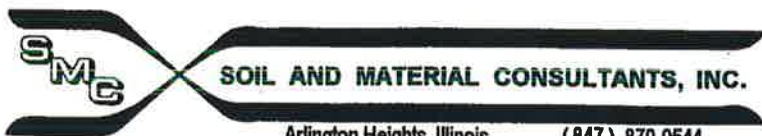
CLASSIFICATION

Elevation Existing Surface

| | |
|-----------|--|
| depth, ft | Concrete - 5-1/4" |
| 1 | Crushed concrete with fines - 8-3/4" |
| 2 | Brown clay, some silt, trace sand & gravel, damp, very tough to hard |
| 3 | |
| 4 | |
| 5 | Gray clay, some silt, trace sand & gravel, damp, hard |
| 6 | |
| 7 | |
| 8 | End of Boring |
| 9 | |
| 10 | |

| standard penetration | moisture content | dry unit weight lbs./cu.ft. | unconfined compressive strength | <input type="radio"/> unconfined compressive strength, tons/sq.ft. <input checked="" type="radio"/> penetrometer reading, tons/sq.ft. 1.0 2.0 3.0 4.0 <input checked="" type="checkbox"/> standard penetration "N", blows/ft. <input type="checkbox"/> moisture content, % 10 20 30 40 | | | |
|----------------------|------------------|-----------------------------|---------------------------------|---|---|---|------------------|
| X | Δ | γ | ○ | | | | |
| | | | | | | | |
| | 13.4 | | | | | | |
| 11 | 20.8 | 105.6 | 3.2 | X | Δ | ● | |
| 17 | 19.1 | 111.9 | 5.6 | | X | | ○ ^{5.0} |
| 19 | 19.4 | 109.4 | 7.0 | | Δ | | ○ ^{1.0} |
| 20 | 17.4 | 114.1 | 4.3 | | X | | ○ |

Water encountered at dry feet during drilling operations (W.D.).
 Water recorded at dry feet on completion of drilling operations (A.D.).
 Water recorded at dry feet hours after completion of drilling operations (A.D.).



Arlington Heights, Illinois (847) 870-0544

SOIL BORING LOG CB-3

Logged By: DA Page: 1 of 1

Client: Baxter & Woodman, Inc.

File No. 23142 Date Drilled: 2/9/17

Reference: Ridge Road Improvements
Villa Park, IL

Comments: 14 W. Ridge Rd., 2' S. of CL

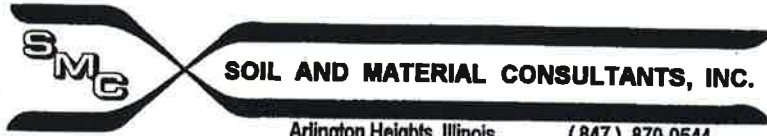
Equipment: CME 45B CME 55 Hand Auger Other

CLASSIFICATION
Elevation Existing Surface

| | |
|----|---|
| 0 | Concrete - 5-1/2" |
| 1 | Crushed concrete with fines - 9-1/2" |
| 2 | Brown-dark brown-black clay & silt, trace sand & gravel, damp, tough - Fill |
| 3 | Dark brown to brown clay, some silt, trace sand & gravel, damp, tough to hard |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | End of Boring |

| depth, ft. | standard penetration | moisture content | dry unit weight lbs./cu.ft. | unconfined compressive strength | <input type="checkbox"/> unconfined compressive strength, tons/sq.ft. <input checked="" type="checkbox"/> penetrometer reading, tons/sq.ft. 1.0 2.0 3.0 4.0 <input checked="" type="checkbox"/> standard penetration "N", blows/ft. <input checked="" type="checkbox"/> moisture content, % 10 20 30 40 |
|------------|----------------------|------------------|-----------------------------|---------------------------------|--|
| | X | Δ | ⊗ | ○ | |
| 1 | | 11.0 | | | Δ |
| 2 | | 32.2 | 90.8 | 1.1 | ○ ● Δ |
| 3 | 7 | 24.3 | 101.2 | 1.3 | X ○ ● Δ |
| 5 | 10 | 22.5 | 103.7 | 2.5 | X Δ ○ ● |
| 8 | 11 | 17.5 | 113.4 | 2.8 | X Δ ○ ● |
| 10 | 16 | 20.3 | 106.3 | 6.6 | X Δ ○ ● |

Water encountered at dry feet during drilling operations (W.D.).
 Water recorded at dry feet on completion of drilling operations (A.D.).
 Water recorded at dry feet hours after completion of drilling operations (A.D.).



Arlington Heights, Illinois (847) 870-0544

SOIL BORING LOG CB-4

Logged By: DA

Page: 1 of 1

Client: Baxter & Woodman, Inc.

File No. 23142

Date Drilled: 2/9/17

Reference: Ridge Road Improvements
Villa Park, IL
West Ridge Rd.

Comments: 614 N. of Ardmore Ave., 6' E. of CL

| depth ft | Equipment: <input checked="" type="checkbox"/> CME 45B <input type="checkbox"/> CME 55 <input type="checkbox"/> Hand Auger <input type="checkbox"/> Other | standard penetration | moisture content | dry unit weight lbs./cu.ft. | unconfined compressive strength | <input type="checkbox"/> unconfined compressive strength, tons/sq.ft. <input checked="" type="checkbox"/> penetrometer reading, tons/sq.ft. 1.0 2.0 3.0 4.0 | | | | | | | | | | | | | |
|----------|---|----------------------|------------------|-----------------------------|---------------------------------|---|---|---|---|---|---|---|---|---|--|--|--|--|-----|
| | CLASSIFICATION | | | | | Elevation Existing Surface | X | Δ | ∞ | ○ | X | Δ | ○ | ● | | | | | |
| | Concrete - 6-0" | | | | | | | | | | | | | | | | | | |
| 1 | Crushed concrete with fines - 6-0" | | 14.8 | | | | | | | | | | | | | | | | |
| 2 | Brown clay, some silt, trace sand & gravel, damp, very tough to hard | | | | | | | | | | | | | | | | | | |
| 3 | | 9 | 20.0 | 108.7 | 2.8 | X | Δ | ○ | ● | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | | | |
| 5 | | 19 | 19.3 | 112.0 | 7.8 | | Δ | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | | | |
| 8 | | 17 | 20.2 | 108.3 | 5.7 | | Δ | | | | | | | | | | | | 5.4 |
| 9 | | | | | | | | | | | | | | | | | | | |
| 10 | End of Boring | 24 | 20.5 | 109.3 | 5.8 | | Δ | | | | | | | | | | | | 5.2 |

Water encountered at dry feet during drilling operations (W.D.).
 Water recorded at dry feet on completion of drilling operations (A.D.).
 Water recorded at dry feet hours after completion of drilling operations (A.D.).



General Notes

SAMPLE CLASSIFICATION

Soil sample classification is based on the Unified Soil Classification System, the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), ASTM D-2488, the Standard Test Method for Classification of Soils for Engineering Purposes, ASTM D-2487 (when applicable), and the modifiers noted below.

CONSISTENCY OF COHESIVE SOILS

| Term | Qu -tons/sq. ft. | N (unreliable) |
|------------|------------------|----------------|
| Very Soft | 0.00 - 0.25 | 0 - 2 |
| Soft | 0.26 - 0.49 | 3 - 4 |
| Stiff | 0.50 - 0.99 | 5 - 8 |
| Tough | 1.00 - 1.99 | 9 - 15 |
| Very Tough | 2.00 - 3.99 | 16 - 30 |
| Hard | 4.00 - 7.99 | 30 + |
| Very Hard | 8.00 + | |

RELATIVE DENSITY OF GRANULAR SOILS

| Term | N - blows/foot |
|--------------|----------------|
| Very Loose | 0 - 4 |
| Loose | 5 - 9 |
| Medium Dense | 10 - 29 |
| Dense | 30 - 49 |
| Very Dense | 50 + |

IDENTIFICATION AND TERMINOLOGY

| Term | Size Range |
|---------|--------------------------------|
| Boulder | over 8 in. |
| Cobble | 3 in. to 8 in. |
| Gravel | -coarse 1 in. to 3 in. |
| | -medium 3/8 in. to 1 in. |
| | -fine #4 sieve to 3/8 in. |
| Sand | -coarse #10 sieve to #4 sieve |
| | -medium #40 sieve to #10 sieve |
| | -fine #200 sieve to #40 sieve |
| Silt | 0.002 mm to #200 sieve |
| Clay | smaller than 0.002 mm |

| Modifying Term | Percent by Weight |
|----------------|-------------------|
| Trace | 1 - 10 |
| Little | 11 - 20 |
| Some | 21 - 35 |
| And | 36 - 50 |

Moisture Condition

Dry
Damp
Very Damp
Saturated

DRILLING, SAMPLING & SOIL PROPERTY SYMBOLS

- CF - Continuous Flight Auger
- HS - Hollow Stem Auger
- HA - Hand Auger
- RD - Rotary Drilling
- AX - Rock Core, 1-3/16 in. diameter
- BX - Rock Core, 1-5/8 in. diameter
- NX - Rock Core, 2-1/8 in. diameter
- S - Sample Number
- T - Type of Sample
- J - Jar
- AS - Auger Sample
- SS - Split-spoon (2 in. O.D. with 1-3/8 in. I.D.)
- ST - Shelby Tube (2 in. O.D. with 1-7/8 in. I.D.)
- R - Recovery Length, in.
- B - Blows/ 6 in. interval, Standard Penetration Test (SPT)
- N - Blows/ foot to drive 2 in. O.D. split-spoon sampler with 140 lb. hammer falling 30 in., (STP)
- Pen. - Pocket Penetrometer reading, tons/ sq. ft.
- W - Water Content, % of dry weight
- Uw - Dry Unit Weight of soil, lbs./ cu. ft.
- Qu - Unconfined Compressive Strength, tons/ sq. ft.
- Str - % Strain at Qu.
- WL - Water Level
- WD - While Drilling
- AD - After Drilling
- DCI - Dry Cave-in
- WCI - Wet Cave-in
- LL - Liquid Limit, %
- PL - Plastic limit, %
- PI - Plasticity Index (LL-PL)
- LI - Liquidity Index [(W-PL)/PI]