



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR

JACKSON POND EXPANSION PROJECT

ISSUED FOR BID JULY 5, 2022

PREPARED BY



**7325 JANES AVENUE
WOODRIDGE, ILLINOIS 60517**

NOTICE: THIS PROJECT WILL RECEIVE FUNDING FROM A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) / ILLINOIS EMERGENCY MANAGEMENT AGENCY (IEPA) PRE-DISASTER MITIGATION GRANT. ALL REQUIREMENTS OF THIS GRANT AND AGREEMENT WILL APPLY.

NOT FOR BID

**ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
JULY 5, 2022**

PROJECT: JACKSON POND EXPANSION PROJECT

The Jackson Pond Middle School Pond Expansion project consists of the expansion of the existing Jackson Pond and improvements to the drainage system into and out of the Pond. The project includes earthwork associated with the existing basin expansion; the installation of new large diameter storm sewer from Jackson Street to the Jackson Pond and modifications to the Jackson Pond piped outlet and overflow swale. The works entails significant excavation and fine grading, placement of topsoil and seed and blanket and the installation of native vegetation in the bottom of Jackson Pond.

BID DEADLINE: Tuesday, July 26, 2022, 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.

NOTICE: Proposals for the **JACKSON POND EXPANSION PROJECT** will be received electronically by the Village of Villa Park, Illinois, through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #8249664** until the Bid Deadline. Immediately thereafter, the proposals will be opened and read aloud via Zoom. 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. The Bid Opening Zoom meeting may be accessed as follows:

<https://us06web.zoom.us/j/89069733800?pwd=bXRZMllsckZMRFN4dXBMSm92bVBjZz09>
Meeting ID: 890 6973 3800
Passcode: 468057

Proposals shall be submitted in accordance with the Bidding Documents prepared by V3 Companies, 7325 Janes Avenue, Woodridge, IL 60517.

MANDATORY PRE-BID MEETING: THURSDAY, JULY 14, 2022, 10:00 AM LOCAL TIME

A mandatory pre-bid meeting will be held via Zoom. The mandatory pre-bid Zoom meeting may be accessed as follows:

<https://us06web.zoom.us/j/83464665483?pwd=bjVwblhsVnFEV3pGUUlsYWhMZENBZz09>
Meeting ID: 834 6466 5483
Passcode: 129435

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 ten percent (10%) 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 Labor and Mechanical Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

REQUESTS FOR INFORMATION OR CLARIFICATION: All requests for information or clarification shall be submitted to the Village of Villa Park by email to engineering@invillapark.com. All responses that are provided to requests for information or clarification will be provided through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #8249664**.

The Village will accept requests for information or clarification submitted in accordance with the above requirements until **TUESDAY, JULY 19, 2022, 05:00 PM LOCAL TIME**. Requests for information or clarification received after such time will not be accepted and will receive no response.

The Village will respond to all requests for information or clarification, including issuing any necessary addendas, by **THURSDAY, JULY 21, 2022, 5:00 PM LOCAL TIME**.

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.

Federal Labor Standards and Davis-Bacon Prevailing Wage rates regulations will apply to this project.

All construction work performed under this contract shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Project, the contractor shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all subcontracts to the effect that not less than the prevailing rate of wages as applicable to the Project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of subcontractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

In the event of a discrepancy between the Federal Labor Standards and Davis-Bacon Prevailing Wage rate, the higher wage rate will apply.

BIDDING DOCUMENTS: The Bidding Documents may be obtained from QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #8249664** for a non-refundable fee of thirty dollars (\$30.00). An active QuestCDN account and login are required. Questions or issues regarding the QuestCDN platform shall be directed to QuestCDN by phone at 952-233-1632 or by email at info@questcdn.com. Hard copies of bidding documents will not be made available. An electronic "Not for Bid" version of the bidding documents in Portable Document Format (PDF) will be available for download on the project page on the Village of Villa Park's website at <https://www.invillapark.com>. This version of the bidding documents is for informational purposes only and may not be used for the preparation or submittal of a bid.

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

BY: _____

Michael Guerra, P.E.
Director of Public Works

NOT FOR BID



COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Type of Funds

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage		Jackson Pond Expansion Proje

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Public Works Department
 Name of Office
11 West Home Avenue, Villa Park, IL 60181 until 10:00 AM on _____
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Public Works Department
 Name of Office
11 West Home Avenue, Villa Park, IL 60181 at 10:00 AM on _____
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Between Jackson Street and Highridge Road, b/w Jackson Middle School and Harvard Ave	0.25 mi

Proposed Improvement
 The Jackson Middle School Basin Expansion consists of the expansion of the existing Jackson Middle School basin, installation of a 72-inch relief sewer and modification of the existing swale south of the existing basin. The project includes earthwork associated with the expansion of the basin and swale modification. The relief sewer extends from Jackson Street to the proposed basin expansion.

1. Plans and proposal forms will be available in the office of
 Plans and specifications will be available through QuestCDN.

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, 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 two originals 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. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
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.

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PROPOSAL

1. Proposal of _____ Contractor's Name _____

Contractor's Address _____

2. The plans for the proposed work are those prepared by V3 Companies and approved by the Department of Transportation on _____

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

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

5. The undersigned agrees to complete the work within _____ working days or by _____ unless additional time is granted in accordance with the specifications.

6. 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 of check shall be forfeited to the Awarding Authority.

7. 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 products 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. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, 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.

10. 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 _____ 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: _____ Treasurer of _____.

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

RETURN WITH BID



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

County DuPage
 Local Public Agency Villa Park
 Section N/A
 Route Jackson Pond Expansion Project

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
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Item No.	Items	Unit	Quantity	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	48		
2	TEMPORARY FENCE	FOOT	790		
3	TREE ROOT PRUNING	EACH	6		
4	EARTH EXCAVATION	CU YD	500		
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	54,072		
6	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,990		
7	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	13,780		
8	SEEDING, CLASS 1	AC	1		
9	EROSION CONTROL BLANKET	SQ YD	18,392		
10	PERIMETER EROSION BARRIER	FOOT	500		
11	INLET FILTERS	EACH	9		
12	STONE RIPRAP, CLASS A3	SQ YD	285		
13	STONE RIPRAP, CLASS A4	SQ YD	330		
14	STONE RIPRAP, CLASS A6	SQ YD	160		
15	FILTER FABRIC	SQ YD	490		
16	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	223		
17	PORTLAND CEMENT CONCRETE SIDEWALK 5"	SQ FT	2,010		

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
18	SIDEWALK REMOVAL	SQ FT	2,010		
21	PRECAST REINFORCED CONCRETE FLARED END SECTION 72"	EACH	1		
22	STORM SEWER REMOVAL 12"	FOOT	1,025		
23	INLETS, TYPE A, TYPE 8 GRATE	EACH	1		
24	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3		
25	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
26	MANHOLES TO BE ADJUSTED	EACH	1		
28	STORM SEWER, CLASS A, TYPE 2 12"	FOOT	76		
29	STORM SEWER, CLASS A, TYPE 2 72"	FOOT	827		
30	STORM SEWER, CLASS A, TYPE 3 72"	FOOT	116		
31	REMOVE EXISTING FLARED END SECTION	EACH	1		
32	EXPLORATION TRENCH, SPECIAL	FOOT	20		
33	ABANDON EXISTING STORM SEWER	FOOT	150		
34	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1		
35	PRECONSTRUCTION VIDEO RECORDING	L SUM	1		
36	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	42		
37	CONSTRUCTION LAYOUT	L SUM	1		
38	UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE	DOLLAR	100,000		
39	PARKWAY RESTORATION	SQ YD	591		
40	PRECAST 4' DIA "T" MANHOLES FOR 72" PIPE STORM SEWER, TYPE 8 FRAME AND GRATE	EACH	4		
41	WATER USAGE CREDIT	TGAL	1		
42	WATER USAGE DEDUCTION	TGAL	1		
43	SIDE SLOPE NATIVE SEED MIX	AC	2		
44	EMERGENCY PLANT MIX	AC	2		
45	SIDE SLOPE SHORELINE SUPPLEMENTAL SEED MIX	AC	0		
46	SHORELINE PLUGS	EACH	2,100		
47	PERFORATED RISER	EACH	1		

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
48	CONCRETE WEIR	EACH	1		
49	DRAINAGE STRUCTURE TO BE REMOVED	EACH	8		
50	RESTRICTOR STRUCTURE MODIFICATION	EACH	1		
51	STORM SEWER, 8" PVC SDR 26	LF	27		
52	CONSTRUCTION FENCE	LF	4,500		
53	GABION WALL (4.5 FOOT)	LF	100		
54	GEOTEXTILE FABRIC BARRIER	SQ YD	2,550		
55	GRATING FOR CONCRETE FLARED END SECTION 72"	EACH	1		
56	GRATING FOR CONCRETE FLARED END SECTION 8"	EACH	1		
57	GRATING FOR CONCRETE FLARED END SECTION 8"	EACH	2		
				Total Base Bid:	

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
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CONTRACTOR CERTIFICATIONS

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.

- 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 procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the 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.
- 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: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract 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 on 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 of 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 on behalf of the corporation.

- 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 or 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.
- 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 canceled.

Local Public Agency

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Route(s) (Street/Road Name)

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SIGNATURES

(If an individual)

Signature of Bidder

Date

[Signature and Date input boxes]

Business Address

[Business Address input box]

City

State

Zip Code

[City, State, Zip Code input boxes]

(If a partnership)

Firm Name

[Firm Name input box]

Signature

Date

[Signature and Date input boxes]

Title

[Title input box]

Business Address

[Business Address input box]

City

State

Zip Code

[City, State, Zip Code input boxes]

Insert the Names and Addresses of all Partners

[Large text area for partner names and addresses]

(If a corporation)

Corporate Name

[Corporate Name input box]

Signature

Date

[Signature and Date input boxes]

Title

[Title input box]

Business Address

[Business Address input box]

City

State

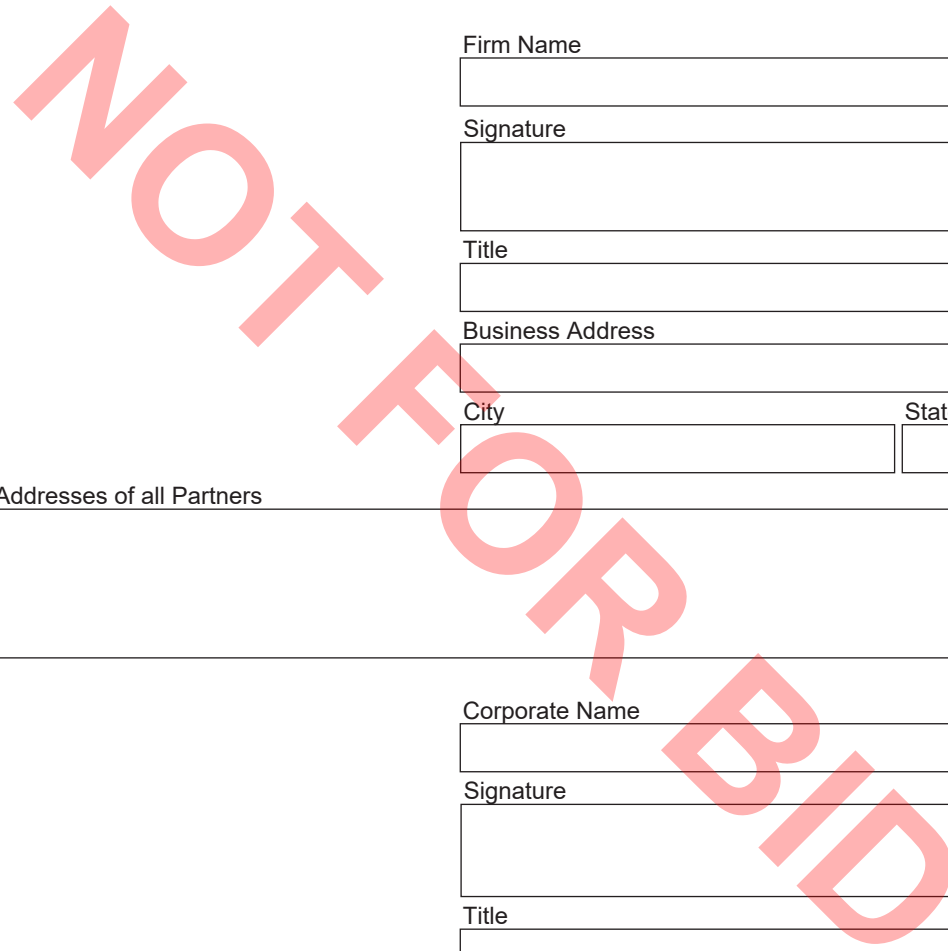
Zip Code

[City, State, Zip Code input boxes]

Insert Names of Officers

President

[President name input box]



Attest:

Secretary

Secretary

Treasurer

NOT FOR BID



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

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

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

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

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

Principal		Principal	
Company Name		Company Name	
Signature	Date	Signature	Date
By: _____	_____	By: _____	_____
Title		Title	
_____		_____	

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

Surety	
Name of Surety	Signature of Attorney-in-Fact
_____	By: _____
	Date

STATE OF IL
 COUNTY OF _____
 I _____, a Notary Public in and for said county do hereby certify that

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

Given under my hand and notarial seal this _____ day of _____ Month and Year .

(SEAL)

Notary Public Signature

Date commission expires _____

Local Public Agency

County

Section Number

Village of Villa Park

DuPage

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

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

Electronic Bid Bond ID Code

Grid for Electronic Bid Bond ID Code

Company/Bidder Name

Field for Company/Bidder Name

Signature

Date

Field for Signature

Field for Date

Title

Field for Title

NOT FOR BID



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Jackson Pond Expansion	

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding 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 bidder's 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:

1. Except as provided in paragraph 4 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.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors 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.
3. 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.

4. Except for any work identified above, if any bidder or subcontractor 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 workforces 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 afterward 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	Signature	Date	
Title			
Address	City	State	Zip Code



Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Jackson Pond Expansion	

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

being first duly sworn upon oath, state as follows:

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

Signature	Date

Print Name of Affiant

Notary Public

State of IL

County _____

Signed (or subscribed or attested) before me on _____ by _____
(date)

_____, authorized agent(s) of _____
(name/s of person/s)

Bidder

Signature of Notary Public

My commission expires _____

(SEAL)



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

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	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

Notary

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.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

Add pages for additional contracts



Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Street Name/Road Name

Type of Funds

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Villa Park	Jackson Pond Expansion Project	DuPage	

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the _____
of _____, known as the party of the first part, and _____,
Local Public Agency Contractor
its successor, and assigns, known as the party of the second part.

2. 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 this contract, the party of the second part agrees with said party of the first part, at its 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 contract.

3. 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 _____
in Village of Villa Park, approved by the Illinois Department of Transportation on _____, are essential
Local Public Agency Date
documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ of _____
Local Public Agency Type Name of Local Public Agency

Clerk	Date

Party of the First Part	Date
By:	

(SEAL)

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest:

Secretary	Date

Partner	Date

(SEAL)

Partners doing Business under the firm name of
Party of the Second Part

--

(If an individual)

Party of the Second Part	Date

Instructions for BLR 12320 - Page 1 of 2
Instructions are not to be submitted with the form.

This form shall be used to execute Local Public Agency (LPA) contracts. The successful bidder must complete this form for formal contract proposals. Refer to Chapter 12 of the Bureau of Local Roads and Streets Manual (BLRS) for more information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will auto-populate.

Contractor's Name	Insert Contractor's name.
Contractor's Address	Insert Contractor's address.
Local Public Agency	Insert the name of the LPA.
County	Insert the name of the County in which the LPA is located.
Section Number	Insert the section number assigned to this project without dashes.
Street Name/Road Name	Insert the name of the street/road on which the project is located. For projects that include several streets or routes insert various.
Type of Funds	Insert the type of funds being used to fund this project.
For a County and Road District Project	
Highway Commissioner Signature	For a Road District Project the Highway Commissioner shall sign and date here.
County Engineer/Superintendent of Highways	For a road district project or county project, the County Engineer/Superintendent of Highways shall sign and date here.
For a Municipal Project	
Signature and Date	For a Municipal project the appropriate municipal official shall sign and date here.
Official Title	Insert the title of the official who signed above.
Department of Transportation	
Regional Engineer Signature & Date	Upon a limited review the Regional Engineer shall sign and date here.
#1	
Day	Insert the Day the contract is made between the two parties.
Month, Year	Insert the month and year that corresponds to the date listed to the left.
Local Public Agency Type	From the drop-down, select the LPA type.
Local Public Agency	Insert the name of the LPA.
#3	
Section Number	Insert the section number without dashes that applies to this project.
Local Public Agency	This field is automatically completed based on previous entries.
Date	Insert the date the documents for bidding were approved by IDOT.
#4	
Local Public Agency Type	From the drop-down list, select the LPA type.
Local Public Agency	Insert the name of the local public agency.

Instructions for BLR 12320 - Page 1 of 2

Signatures

Local Public Agency Clerk

LPA Clerk shall sign, seal and date here.

By:

The awarding authority duly designated contracting official must sign and date here.

If a corporation

Corporate Name

If a corporation, insert the name of the corporation, followed by the signature of the corporate president with the date of signature.

Attest

The secretary of the corporation shall sign and date here.

If a partnership

Partner Signature

If a partnership, the first partner must sign and date here. The second partner must sign and date the line below.

Party of the Second Part

If a partnership insert the name of the corporation.

If an Individual

If an individual the successful bidder shall sign and date here.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk

Successful Bidder

Engineer (Municipal, Consultant or County)

District File

NOT FOR BID



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Jackson Pond Expansion	

Bond information to be returned to Local Public Agency at _____ Complete Address

We, _____ Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and State

_____ Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of _____

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall remain in full force and effect.

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

PRINCIPAL

Company Name

Company Name

By Signature & Title Date

By Signature & Title Date

Attest Signature & Title Date

Attest Signature & Title Date

(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 IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature

[Signature Box]

Date commission expires _____

SURETY

Name of Surety

[Name of Surety Box]

Title

By:

[Title Box]

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature

[Signature Box]

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

[Clerk Signature Box]

[Clerk Date Box]

Awarding Authority

[Awarding Authority Box]

Awarding Authority Signature

Date

[Awarding Authority Signature Box]

[Awarding Authority Date Box]

Local Public Agency Type Clerk

NOT FOR BID



VILLAGE OF VILLA PARK

SPECIAL PROVISIONS

FOR

JACKSON MIDDLE SCHOOL POND EXPANSION

ISSUED FOR BID JULY 5, 2022

PREPARED BY



**7325 JANES AVENUE
WOODRIDGE, ILLINOIS 60517**

NOT FOR BID

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NOT FOR BID

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 (referred to hereinafter as the “Standard Specifications”); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2022; the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways”, latest edition (referred to hereinafter as the “IMUTCD”); and the “Standard Specifications for Water and Sewer Construction in Illinois”, latest edition (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 Jackson Pond Middle School Pond Expansion Project is located in the Village of Villa Park, DuPage County. The project area is located south of Jackson Street on the eastern portion of the Jackson Middle School property extending south / southeast to the Village’s storage basin just north of West Highridge Road. The total project area is approximately 6 acres.

DESCRIPTION OF PROJECT

The Jackson Pond Middle School Pond Expansion project consists of the expansion of the existing Jackson Pond and improvements to the drainage system into and out of Jackson Pond. The project includes earthwork associated with the existing basin expansion; the installation of new large diameter storm sewer from Jackson Street to the Jackson Pond and modifications to the Jackson Pond piped outlet and overflow swale. The works entails significant excavation and fine grading, placement of topsoil and seed and blanket and the installation of native vegetation in the bottom of Jackson Pond. The project includes the construction of new storm sewer that discharges from Jackson Street to Jackson Pond, along with associated flared end sections, grates, culverts, underdrains,

manholes, catch basins, inlets, and headwalls; restoration of existing asphalt and concrete pavements and sidewalks disturbed by construction; construction layout; traffic control and protection; and other necessary related and incidental work.

There is an Intergovernmental Agreement (IGA) in place between the Village and School District 45 with grants easement for this project on School District 45's property. A copy of this IGA (Resolution No. 17-76) can be found in these contract documents and conditions of this IGA shall be adhered to during construction of this project.

NOT FOR BID

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 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 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 the 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.

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 90 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 90 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.

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.

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 of the Standard Specifications 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."

DATE OF MANUFACTURE

Revise the second paragraph of Article 106.01 of the Standard Specifications to read:

"All materials to be permanently incorporated in the work, including, but not limited to, frames, grates, lids, castings, fire hydrants, pipe, drainage and utility structures, valves, stops, fittings, and hardware, shall have been manufactured no earlier than January 1 of the calendar year in which they are to be installed unless otherwise specifically prescribed in the contract documents."

IRON, STEEL, COPPER, AND BRASS PRODUCTS

Revise the third paragraph of Article 106.01 of the Standard Specifications to read:

All iron, steel, copper, and brass products, which are to be incorporated into the work, shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal and/or State law and written permission is given by Owner. The Contractor shall obtain from the iron, steel, copper, or brass producer and/or fabricator, in addition to the mill analysis, a certification that all iron, steel, copper, or brass materials meet these domestic source requirements.

HOLIDAYS

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

New Year's Day	Hijra – Islamic New Year
Easter	Day of Ashur / Muharram (Islamic Holiday)
Memorial Day	Milad un Nabi (Islamic Holiday)
Independence Day	Thanksgiving Day
Waqf al Arafah – Hajj (Islamic Holiday)	Thanksgiving Friday
Eid al-Adha (Islamic Holiday)	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

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”

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.”

USE OF FIRE HYDRANTS

Revise Article 107.18 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 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."

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 Insurance Guidelines", incorporated herein as Appendix Insert Insurance Appendix Number. 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.

Contractor shall provide a Certificate of Insurance prior to execution of Contract. Such Certificate of Insurance shall list the Village of Villa Park as Certificate Holder and shall also name the following entity or entities as additional insureds:

Village of Villa Park
School District 45

Certificate of Insurance shall include a CG5036 Additional Insured Endorsement.

Should said Certificate of Insurance expire prior to final acceptance of the project, said certificate shall be automatically renewed and provided to the Village of Villa Park a minimum of 30 days prior to expiration.

SUBCONTRACTING

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

“Should Contractor fail to respond to such request for proof from Engineer or should Engineer determine that Contractor’s response to such request is not sufficient to prove that a proposed subcontractor has the experience, ability, and equipment the work requires, Engineer may prohibit the employ of said subcontractor.”

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

“The apparent low Bidder shall submit to Owner 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.”

DUST CONTROL WATERING

Contractor shall apply water by means of spraying to control dust onsite.

Materials. Water and equipment that can apply the water by means of spraying. The methods of watering must meet the approval of the ENGINEER.

DUST CONTROL WATERING shall be considered incidental to the cost of the contract and will not be paid for separately.

PROGRESS SCHEDULE

Revise Article 108.02 of the Standard Specifications to read:

After the award of the contract and prior to starting work, the Contractor shall submit to the Engineer a satisfactory progress schedule or critical path schedule which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of calendar days set up in the contract or on or before the completion date specified in the contract.

Work will not be permitted to start until a progress schedule has been submitted and approved. The contract time will commence to run in accordance with the contract documents regardless of whether a progress schedule has been submitted or approved. If the contract time has commenced to run and a progress schedule has not been submitted, the contract time will continue to run until the day that a progress schedule is submitted. The contract time will be suspended upon submittal of a progress schedule and while such progress schedule is under review. The contract time will resume to run upon provision of a response by the Engineer to the submitted progress schedule, regardless of whether such response is approval or rejection.

The progress schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling.

The Contractor shall confer with the Engineer at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule.

If at any time the actual progress is ten or more calendar days behind the proposed progress shown on the approved schedule, the Engineer will select the controlling item of work for the purpose of checking the progress of the work. In such cases the Contractor shall submit a satisfactory revised progress schedule or revised critical path schedule. The Engineer will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or revised critical path schedule and such schedule has been approved.

Payment under this contract may be withheld if, at any time, a satisfactory and approved progress schedule is not in place.

WORKING DAYS

Remove Article 108.04 of the Standard Specifications in its entirety.

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.

CONTRACT TIME

The work shall achieve substantial completion within 120 calendar days unless additional time is granted in accordance with the specifications.

Substantial completion shall be defined as the completion of, at a minimum, underground utility work, roadway excavation, aggregate subgrade improvements, aggregate base course placement, concrete curb and gutter installation, binder course placement, surface course placement, driveway pavement placement, sidewalk removal and replacement, grading of parkways, placement of topsoil, and such other items of work as may be identified by the Engineer.

The work shall achieve final completion in accordance with the special provision FINAL INSPECTION.

No allowance will be made for delay or suspension of the work due to the fault of the Contractor.

FAILURE TO COMPLETE THE WORK ON TIME

Replace the table in Article 108.09 of the Standard Specifications with the following:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 2,000	\$ 2,800
100,000	500,000	3,000	4,200
500,000	1,000,000	4,000	5,600
1,000,000	3,000,000	5,000	7,000
3,000,000	6,000,000	6,000	8,400
6,000,000	12,000,000	9,000	12,600
12,000,000	And over	25,000	35,000

Add the following paragraph to the end of Article 108.09 of the Standard Specifications:

“Liquidated damages will be charged for each day of overrun in both substantial completion deadlines and final completion deadlines.”

MONIES DUE TO OWNER

Should Contractor be subject to fines, deductions, reimbursements, liquidated damages, or other monies due to Owner, the cost thereof may be deducted from any monies due or to become due the Contractor under this contract or any other contract between the Owner and the Contractor. Bidders and Contractor, in submitting Bids, acknowledge this requirement and agree to be bound by it.

PARTIAL PAYMENTS

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

“Owner will deduct from the amount so determined for the completed work a sum of ten percent to be retained until the final payment. Owner may, at its discretion, reduce the percentage of such retention prior to the final payment, but in no event shall the amount retained be reduced to less than ten percent prior to substantial completion, nor shall

such retention be reduced to less than two percent or less than \$5,000.00 prior to the final payment.

TREE CARE

Tree care work shall be defined as all tree pruning, tree root pruning, tree planting, tree assessment, and tree remediation. All tree care work shall be in accordance with Section 201 of the Standard Specifications, except as modified herein.

All tree care work shall be performed by an ISA Certified Arborist or shall be performed under the direct supervision of an ISA Certified Arborist. The certified arborist shall submit a copy of their current and valid certificate to the Owner prior to any tree care work taking place. The certified arborist whose certificate is provided shall be on site at all times when tree care work is taking place. All such tree care work shall either be performed by the certified arborist or shall be performed under the direct supervision of the certified arborist.

TREE DAMAGE

If any trees are damaged during the project, the Contractor shall obtain and file with the Village a tree assessment of the damaged trees. The tree assessment shall detail the health and condition of the damaged trees and shall provide a recommendation for or against retention of each affected tree. The tree assessment will not be paid for.

When, in the opinion of the Village, a tree assessment obtained by the Contractor does not represent an independent evaluation, the Village may direct the Contractor to obtain a second tree assessment of the damaged trees and may provide the Contractor with a list of not less than two ISA Certified Arborists, from which list the Contractor shall select one for completion of the second tree assessment. The second tree assessment, if so directed, will not be paid for.

When multiple tree assessments are obtained, it will be the opinion of the Village as to which tree assessment is utilized for the purposes of addressing the remaining requirements of this section. Further references to the tree assessment in this section shall refer to the tree assessment selected by the Village.

If the tree assessment results in a recommendation for retention of an affected tree, the Contractor shall perform tree remediation of the affected tree as follows.

Trees subject to tree remediation will be fertilized and treated with Paclobutrazol. Treatment shall consist of air spading 2 holes for every 3 sq. ft. of area within the dripline of the tree to a depth of 12 in. to 18 in. and backfilling with Biochar.

If a tree subject to tree remediation is an Oak or an Elm species and the damage occurred between the dates of April 15 and October 15, then in addition to the Paclobutrazol treatment specified herein, the damage to the tree will be sealed in a manner approved by the Engineer.

The Owner may require the Contractor to perform additional methods of tree remediation or methods of tree remediation different from those listed if recommended by the tree assessment or deemed appropriate by the Owner.

Tree remediation will not be paid for.

If the tree assessment results in a recommendation against retention of an affected tree, the Contractor shall remove the affected tree. Should removal of the affected tree result in any additional damage to the site or result in the need for any additional restoration, Contractor shall repair or replace the damage or perform the restoration as deemed necessary by the Engineer. This work shall be in accordance with Article 201.04 of the Standard Specifications, except that the work will not be paid for.

If a tree is to be removed due to damage, a deduction will be applied to monies due or that might become due the Contractor. This Tree Damage Deduction will be applied as follows.

Trees to be removed due to damage will be measured per unit of diameter where one unit is equal to 1 in. The diameter will be measured at a point 4.5 ft. above the highest ground level at the base of the tree and will be determined by dividing the measured circumference of the tree by 3.1416.

If the tree had tree protection installed at the time of damage and if, in the opinion of the Village, the tree protection was correctly installed at the time of damage, the Tree Damage Deduction will be \$300 per unit of diameter of the tree.

If the tree did not have tree protection installed at the time of damage or if, in the opinion of the Village, the tree protection was not correctly installed at the time of damage, the Tree Damage Deduction will be \$800 per unit of diameter of the tree.

If a tree is to be removed due to damage, then in addition to the Tree Damage Deduction, Contractor shall also furnish and plant a tree of a species and caliper selected by the Owner at a location determined by the Owner. This work shall be in accordance with Section 253 of the Standard Specifications, except that the work will not be paid for.

TRENCH BACKFILL AND PIPE BEDDING

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

All trench backfill shall be crushed aggregate of CA-6 gradation. The aggregate material shall be placed in lifts not exceeding 8 in. in depth, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer.

All pipes installed under this contract 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 top of the pipe and any fittings.

The cost of furnishing and installing pipe bedding materials will not be paid for separately but shall be included in the cost of items to which this work pertains.

Trench backfill shall be installed up to finished grade where required. Backfill will be removed under a separate item down to the lower extent of the pavement section when pavement patching is installed.

PORTLAND CEMENT CONCRETE PAVEMENTS AND SIDEWALKS

Where forms are to be used for the installation of concrete, all such forms shall be wood.

Wood forms for all concrete installation shall be of a width that exceeds the required thickness of the concrete being installed

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.

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.

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.”

KEEPING ROADS OPEN TO TRAFFIC

All roads and driveways 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.

Contractor shall be aware that Jackson Street is the main point of access for the Jackson Middle School and Ardmore Avenue and Highridge Road are main points of access for the Islamic Foundation of Villa Park and Willowbrook High School. The Islamic Foundation of Villa Park conducts religious services on Fridays that significantly impact the traffic on Highridge Road and Ardmore Avenue. No lane closures on Jackson Street, Highridge Road or Ardmore Avenue are permitted during the following times without approval from Village:

- Mondays: School days from 8:00 am to 9:15 am and from 2:30 pm to 3:30 pm
- Tuesday – Thursday: School days from 6:45 am to 8:00 am and from 2:30 pm to 3:30 pm
- Friday: No lane closures allowed.
- The first week of school for Jackson Middle School and/or Willowbrook High School (Monday, August 14 to Friday August 19)

Any wholes left open at the end of the workday shall be protected and plated in accordance with the IDOT Standard Specifications. The cost of this work shall not be paid for separately and is considered incidental to the cost of the contract.

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.

PROGRESS MEETINGS

Construction progress meetings will be held on a weekly basis beginning when the contract time commences to run and continuing until the project achieves final completion. Owner may, at its discretion, reduce the frequency of such meetings or cancel any or all such meetings. Contractor's representative in responsible charge of the work shall be present at all scheduled progress meetings. If Contractor's representative is not present at one or more scheduled progress meetings, Contractor shall compensate Owner for the costs of attendance of such meetings by Owner's and Engineer's representatives. Owner will determine the rates at which such attendance is 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.

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.

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

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.

WORK ON COLLECTOR STREETS

Streets in the following list shall be defined as collector streets within and including the limits of the termini indicated. Streets that do not have termini identified shall be considered to be collector streets throughout their entire length within the limits of the Village of Villa Park.

Addison Road (St. Charles Road to Armitage Avenue)	Ardmore Avenue (IL Route 38 to Twin Lakes Park)	Armitage Avenue
Harrison Street (Ardmore Avenue to Villa Avenue)	Harvard Avenue (Jackson Street to St. Charles Road)	High Ridge Road
Highland Avenue (Ardmore Avenue to IL Route 83)	Jackson Street	Lincoln Avenue (Vermont Street to IL Route 64)
Madison Street	Pleasant Avenue	Plymouth Street
Riordan Road (Ardmore Avenue to Villa Avenue)	St. Charles Road	Summit Avenue (IL Route 38 to Kenilworth Avenue)
Sunset Drive (Westwood Avenue to Addison Road)	Vermont Street	Villa Avenue
Washington Street	Westmore Avenue (Terrace Street to IL Route 64)	

Where work takes place in or on a collector street as defined above, all trenches, excavations, street openings, and other work located within the limits of the pavement shall be either covered with steel plates or capped to finished grade with cold-mix asphalt at the end of each workday until and after such underground utility work is complete.

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.

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.

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.

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.

KEEPING ACCESS TO PRIVATE DRIVEWAYS

Access to private driveways shall be provided at all times except during actual construction adjacent there to. Temporary ramps shall be constructed as needed to provide such access, utilizing crushed stone or crushed gravel as temporary access. This work shall be incidental to the cost of the contract.

MAINTAINING ACCESS TO THE ISLAMIC FOUNDATION OF VILLA PARK

The Contractor shall be responsible for maintaining vehicular and pedestrian access to the Islamic Foundation of Villa Park and at the intersection of Highridge Road and the entrance road to Willowbrook High School. The Contractor shall coordinate with the Islamic Foundation of Villa Park at least 14 days prior to the start of construction at the intersection. The maintenance of access may include, but is not limited to: staged construction, sidewalk detours, and completing the work outside of the Islamic Foundation of Villa Park's peak hours of traffic. Maintaining access to the Jackson Middle School and/or Islamic Foundation of Villa Park will not be paid for separately but shall be included in the cost of the contract.

STORM STRUCTURES

All catch basins, manholes, box structures, inlets and drainage structures installed under this contract shall be in accordance with Section 602 of the Standard Specifications,

except as modified herein. Unless otherwise noted, the proposed catch basin, manholes, box structures, inlets and drainage structures shall be Precast Reinforced Concrete (per Section 1042 of the Standard Specifications).

This work will be paid for at the contract unit price per EACH for catch basins, manholes and inlets with the appropriate frames, grates and lids.

Any removals (i.e. pavement, curb and gutter, sidewalk, aggregate shoulder, etc.) associated with the installation of storm structures with the exception of tree removal shall be included in the cost of the new sewer and will not be paid for separately. Removals shall be performed per IDOT Standard Specifications.

STORM SEWERS

All storm sewers installed under this contract shall be in accordance with Section 550 of the Standard Specifications, except as modified herein. Unless otherwise noted, the proposed storm sewer shall be Precast Reinforced Concrete (per Section 1042 of the Standard Specifications).

This work will be paid for at the contract unit price per FOOT for storm sewers.

The cost of making any sewer connections to existing drainage structures or pipe shall be included in the cost of the new sewer pipe or structure. Any additional storm sewer pipe required to make the connection shall be of the same size and material type as the existing storm sewer. Clay pipe and other substandard materials as determined by the engineer will not be replaced in kind but shall be replaced with suitable materials. This work and the necessary materials shall be included in the cost of the new sewer or structure.

All temporary storm sewer plugs and temporary storm sewer connections required for construction staging shall be included in the cost of the storm sewer.

Any removals (i.e. pavement, curb and gutter, sidewalk, aggregate shoulder, etc.) associated with the installation of storm sewer with the exception of tree removal shall be included in the cost of the new sewer and will not be paid for separately. Removals shall be performed per IDOT Standard Specifications.

ABANDONING PIPES

Where pipes to be removed or abandoned connect directly into other pipes which are to remain in place, the pipe to be removed or abandoned shall be plugged with brick and non-shrink concrete mortar to the satisfaction of the Engineer within 3 ft. of the connection to the pipe to remain in place.

RELOCATED EXISTING FLARED END SECTIONS

All flared end sections located within the area of the proposed basin expansion and swale will need to be relocated. These structures shall be salvaged and relocated along the existing pipe alignment to match the invert of the pipe where it daylights into the proposed grade. This work will not be paid for separately and will be considered incidental to the contract.

PROTECTION OF MEMORIAL TREES

There are four memorial trees and a memorial bench adjacent to the project limits near Highridge Road. Contractor shall take extra care to protect these memorial trees and bench. Contractor shall coordinate with the Village prior to and after installing tree protection measures before beginning any work in the vicinity of the memorial trees. Memorial trees shall be protected by chain link construction fence. There is no additional compensation for Protection of Memorial Trees in addition to the Construction Fence pay item.

NOTIFICATION OF RESIDENTS

The Contractor shall be responsible for notifying residents and adjacent properties of project schedule, driveway closures, utility disconnects, irrigation system conflicts in the parkway, landscape and hardscape conflicts, and any other construction operations that may disrupt the neighborhood. The Contractor shall coordinate with the Village on the notification process, content, and lead times within 7 days of being awarded the contract. The notification process may include, but is not limited to: door to door in person notification, flyers delivered in person or sent via certified mail, and neighborhood meetings. Notification of Residents will not be paid for separately but shall be included in the cost of the contract.

SAW CUTS

Full depth saw cuts are required at all pavement removal limits. All saw cuts performed during the construction process will not be paid for separately but shall be included in the cost of the removal item adjacent to the saw cut.

STATUS OF UTILITIES (D-1)

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

The plans call out two locations where an electric line runs beneath the proposed grading in the drainage swale. The contractor shall explore these two locations to determine the depth of the conduit to confirm whether it is in conflict with the proposed grading.

NOT FOR BID

PAY ITEM SPECIAL PROVISIONS

PAY ITEM #1 – TREE REMOVAL

Description. This work shall consist of the cutting, grubbing, removal, and disposal of trees and stumps. This work shall be in accordance with Section 201 of the Standard Specifications, except as modified herein.

Materials.

Equipment.

Construction.

Method of Measurement. Trees to be removed will be measured per unit of diameter where one unit is equal to 1 in. The diameter will be measured at a point 4.5 ft above the highest ground level at the base of the tree and will be determined by dividing the measured circumference of the tree by 3.1416.

Basis of Payment. This work will be paid for at the contract unit price per unit diameter for TREE REMOVAL (6 to 15 UNITS DIAMETER).

PAY ITEM #3 – 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.

Tree root pruning shall be considered tree care work and shall be in accordance with the special provision TREE CARE.

Tree root pruning shall be performed using an approved Vermeer Root Cutter mechanical root pruning saw or approved equal.

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.

ADD TOPSOIL EXCAVATION AND PLACEMENT SP

PAY ITEM #6 – TOPSOIL EXCAVATION AND PLACEMENT

Description. This work shall consist of stripping, stockpiling and placing a minimum of 12 inches of topsoil on all disturbed areas that will be vegetated in accordance with Section 211 of the Standard Specifications, except as modified herein.

Excavation and placement of existing topsoil may only occur on Village Owned property. All topsoil within School District 45 property shall conform to TOPSOIL FURNISH AND PLACE, 12”

Method of Measurement. This work will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 12”.

PAY ITEM #7 – TOPSOIL FURNISH AND PLACE, 12”

Description. This work shall consist of furnishing and placing a minimum of 12 inches of topsoil on all disturbed areas that will be vegetated in accordance with Section 211 of the Standard Specifications, except as modified herein.

Contractor shall confirm that all topsoil within School District 45 property is clean CCDD topsoil that meets the requirements of the IGA and provide sufficient documentation to the Village for all imported material. Topsoil placed within School District 45 property shall be furnished from offsite and shall not come from excavation at this site.

Method of Measurement. This work will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 12”.

PAY ITEM #8 – SEEDING, CLASS 1

Description. This work shall consist of seeding per Section 250 of the Standard Specifications, except as modified herein.

Fertilizer shall include Nitrogen Fertilizer Nutrients and Potassium Fertilizer Nutrients and shall be incidental to the cost of SEEDING, CLASS 1. Phosphorus fertilizer nutrients shall not be used. The fertilizer shall be installed per Section 250.04 of the standard specifications.

Erosion control blanket for Class 1 Seeding areas shall be North American Green S75BN or approved equal and will be paid for as EROSION CONTROL BLANKET.

Method of Measurement. This work will be measured for payment in place and the area computed in acres.

Basis of Payment. This work will be paid for at the contract unit price per acre for SEEDING, CLASS 1.

PAY ITEM #9 – EROSION CONTROL BLANKET

Description. This work shall consist of seeding per Section 251 of the Standard Specifications, except as modified herein.

Type of erosion control blanket varies within project.

Erosion control blanket for Class 1 Seeding areas shall be North American Green S75BN or approved equal.

All other erosion control blanket (outside of Class 1 Seeding areas) shall be North American Green S150BN or approved equal.

Method of Measurement. This work will be measured for payment in place and the area computed in square yards.

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

PAY ITEM #11 – 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.

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 #15 – FILTER FABRIC

Description. This work shall consist of furnishing and installing filter fabric as specified in the plans. This work shall be in accordance with Section 282 of the Standard Specifications, except as modified herein:

Material shall meet Section 1080.03 of the Standard Specification for gradations RR-4 and RR-6.

The filter fabric material shall be a nonwoven fabric. The fabric shall be formed in widths of no less than 6 ft. The texture of the fabric shall be such that the bedding and riprap will remain in an equilibrium and not slip or slide.

Physical Property	Requirement
Weight of Fabric (oz/sq yd), ASTM D3776 (Mod)	6.0
Burst Strength (psi), ASTM D 3786	250
Trapezoidal Tear Strength (lb), ASTM D5733	60
Grab Tensile Strength (lb), ASTM 4632	160
Grab Tensile Elongation (%), ASTM D 4632	20

Method of Measurement. This work shall be measured for payment in place and the area computed in square yard.

Basis of Payment. This work will be paid for at the contract unit price per square yard for FILTER FABRIC.

PAY ITEM #17 – PORTLAND CEMENT CONCRETE SIDEWALK 5”

Description. This work shall consist of placing Portland Cement Concrete Sidewalk 5”. This work shall be in accordance with Section 424 of the Standard Specifications, except as modified herein:

The sidewalk is to be placed on mechanically compacted Aggregate Base Course, Type B, 4”. Aggregate Base Course, Type B, 4” will not be paid for separately, but shall be included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK 5”.

Method of Measurement. This work shall 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 PORTLAND CEMENT CONCRETE SIDEWALK 5”.

PAY ITEM #18 – SIDEWALK REMOVAL

Description. This work shall consist of removing sidewalk. This work shall be in accordance with Section 440 of the Standard Specifications, except as modified herein:

Add the following to Section 440.07 (b):

Sidewalk removal shall include excavation and removal of aggregate base.

Contractor shall remove sidewalk to next existing joint beyond the location specified on the plans.

Method of Measurement. This work will be measured for payment in accordance with Section 440 of the Standard Specifications with the following revisions.

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

PAY ITEM #27 – 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 existing pavement that is not being reconstructed, the void between the existing pavement and the proposed combination concrete curb and gutter shall be filled in with a concrete wedge with a minimum width of 6 in. and a minimum thickness of 8 in. The concrete wedge shall be placed after the combination concrete curb and gutter has been placed and the forms have been removed. The placement of the concrete wedge 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.

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 #28 & 29 – STORM SEWERS, CLASS A, TYPE 2 AND TYPE 3, 72”

Description. This work shall consist of installing 72-inch storm sewers. This work shall be in accordance with Section 550 of the Standard Specifications, except as modified herein.

Work shall include all excavation and disposal of material associated with the pipe installation in accordance with Section 202.03 of the Standard Specifications. Backfilling with excavated material (where trench backfill is not required) per section 550.07 shall be included in the cost of this pay item.

This work shall also include removal of the existing bulkhead, dewatering of the upstream system and connection to the existing pipe.

Materials. Pipe shall be Type 2 (fill heights greater than 3-feet and less than 10-feet) or Type 3 (fill heights greater than 10-feet and less than 15-feet) Concrete Sewer as specified on the plans with a diameter of 72-inches per Section 1042 of the Standard Specifications.

Pipe Elbows shall be furnished and installed per section 542.08 of the Standard Specifications and will be included in the cost of the 72-inch storm sewer. Contractor shall provide a shop drawing for the 72-inch Elbow to the Village and Engineer for review and approval.

Construction. Installation shall be according to the Standard Specifications and as directed by the Engineer.

Per Village standards, trench backfill shall be CA-6 and installed per Method 1 outlined in section 550.07 of the Standard Specifications where required.

Method of Measurement. Storm sewers will be measured for payment in place in feet and in accordance with section 550.09 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per linear foot for STORM SEWERS, CLASS A, TYPE 3 72”.

PAY ITEM #32 – EXPLORATION TRENCH, SPECIAL

Description. This work shall consist of constructing a trench 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.

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.

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 #33 – ABANDON EXISTING STORM SEWER

Where pipes to be removed or abandoned connect directly into other pipes which are to remain in place, the pipe to be removed or abandoned shall be plugged with brick and non-shrink concrete mortar to the satisfaction of the Engineer within 3 ft. of the connection to the pipe to remain in place.

Description. This work shall consist of abandoning existing storm sewer in locations specified on the final engineering drawings.

Where pipes to be removed or abandoned connect directly into structures or other pipes which are to remain in place, the pipe to be removed or abandoned shall be plugged with brick and non-shrink concrete mortar to the satisfaction of the Engineer within 3 ft. of the connection to the structure or pipe to remain in place.

Method of Measurement. This work will be measured for payment in accordance with Section 440 of the Standard Specifications with the following revisions.

Basis of Payment. This work will be paid for at the contract unit price per linear foot for ABANDON EXISTING STORM SEWER.

PAY ITEM #34 – 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.

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, 701311, 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 #35 – PRECONSTRUCTION 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:

- (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 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 #36 – STABILIZED CONSTRUCTION ENTRANCE

Description. This work shall be done in accordance with the applicable portions of Section 281 of the Standard Specifications and shall include the furnishing, installing, maintaining, and removing of the STABILIZED CONSTRUCTION ENTRANCE at locations and per the details shown on the plans.

Coarse Aggregate and geotextile fabric for the STABILIZED CONSTRUCTION ENTRANCE must meet the requirements of the IDOT Standard Specifications, the requirements of the Illinois Urban Manual material Specification 592 and as detailed on the plans, unless otherwise directed by the RESIDENT ENGINEER.

Basis of Payment. This work shall be paid for at the contract unit price bid per square yard measured in place for STABILIZED CONSTRUCTION ENTRANCE, which price shall include removal and disposal of excavated materials, geotechnical fabric; furnishing, placing, compacting and disposing of coarse aggregate; and all labor, tools, and equipment necessary to construct the work as specified.

PAY ITEM #38 –UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE

Description. A utility relocation / adjustments 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 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;
- (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 UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE will be further subject to approval by the Village. The Village's decision with regard to use of the UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE will be final.

A. Any payments made to Contractor under the UTILITY RELOCATION / ADJUSTMENTS 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 UTILITY RELOCATION / ADJUSTMENTS 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 UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE upon approval of an authorization of contract changes and payment for any work for which payment was previously made under the UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE. Contractor further agrees to return any monies previously paid thereunder.

C. The UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE pay item for this contract has been established with a unit of measurement in dollars, a quantity of 25,000.00, and a contract unit price of one dollar (\$1.00), for a total UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE contract price of 25,000 dollars and no cents (\$25,000.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE.

Basis of Payment. This work will be paid for at the contract unit price per dollar for UTILITY RELOCATION / ADJUSTMENTS ALLOWANCE. The total bid amount for this item will be \$25,000.00.

PAY ITEM #39 – PARKWAY RESTORATION

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.

Description. 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, excavating for proposed ADA ramps, furnishing and placing 4” of topsoil in accordance with Section 211, compacting and grading to maintain positive slope, fertilizing, and sodding the areas in accordance with Section 252. Contractor is responsible for repairing any parkway settlement to the engineer’s approval.

Materials.

- (a.) Topsoil shall meet the requirements of Article 211.02.
- (b.) Salt Tolerant Sod shall meet the requirements of Article 252.02
- (c.) Fertilizer shall meet the requirements of Article 252.02

Construction. Installation of the topsoil shall be per Article 211.04. Installation of the sod and fertilizer shall be per Articles 252.03-252.06.

Add the following to the end of Article 252.03:

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

Method of Measurement. Parkway Restoration 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. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced, and watered.

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

PAY ITEM #40 – PRECAST 4' DIA "T" MANHOLES FOR 72" PIPE STORM SEWER, TYPE 1 FRAME AND GRATE, CLOSED LID

Description. This work shall consist of furnishing and installing Tee Section Manholes along the 72-inch storm sewer as specified in the construction drawings. This work shall be in accordance with Sections 602 and 550 of the Standard Specifications, except as modified herein.

Materials. Concrete tee base manholes shall be constructed in accordance with the Construction Details and with Section 542.08 of the Standard Specifications (Pipe Elbows, Tees, and Collars) and fabricated according to Article 1042.06 (Precast Concrete Pipe). The 4-foot diameter manhole sections shall be fabricated and installed in accordance with the requirements for an IDOT Standard 4-foot diameter Type A manhole. Contractor shall provide a shop drawing for Precast 4' Diameter "T" Manhole for 72" Pipe to OWNER and ENGINEER for review and approval.

Unless otherwise noted, an IDOT Type 1 Frame and Grate Closed Lid, IDOT Type 1 Frame and Grate Open Lid, or IDOT Type 11 Frame and Grate shall be installed per the construction plans.

Construction. Installation shall be according to the Standard Specifications and as directed by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per EACH for PRECAST 4' DIA "T" MANHOLES FOR 72" PIPE STORM SEWER, TYPE 1 FRAME AND GRATE, CLOSED LID, PRECAST 4' DIA "T" MANHOLES FOR 72" PIPE STORM SEWER, TYPE 1 FRAME AND GRATE, OPEN LID, or PRECAST 4' DIA "T" MANHOLES FOR 72" PIPE STORM SEWER, TYPE 11 FRAME AND GRATE.

PAY ITEM #41 – 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 #42 – 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 as WATER USAGE DEDUCTION will be equal to the quantity paid for as WATER USAGE CREDIT.

PAY ITEMS #43, 44, 45 & 46 – SIDE SLOPE NATIVE SEED MIX, EMERGENT PLANT MIX, SIDE SLOPE SHORELINE SUPPLEMENTAL SEED MIX & SHORELINE PLUGS

Description. This work shall consist of preparing the ground surface, pre-planting weed control, seeding, and plug installation in the areas shown on the Final Engineering Plans, and the associated Three-Year Monitoring and Management.

Pre-planting Weed Control

The planting zone area shall be free of any actively growing problematic species prior to plant installation. These problematic species include, but are not limited to: cattail (*Typha* spp.), common reed (*Phragmites australis*), purple loosestrife (*Lythrum salicaria*), and reed canary grass (*Phalaris arundinacea*). CONTRACTOR shall conduct the necessary pre-planting weed control to ensure that the planting zone is free of these species. Planting shall not be authorized if any of these species are actively growing in the channel.

Construction, Soils and Topdressing Specifications

1. All areas to be planted or seeded with native vegetation will be over-excavated a minimum of 1 foot below final grade to allow for the placement of topdress material, unless a one-foot thick topsoil layer is present following excavation to proposed final grade.
2. Topdress material for the proposed naturalized vegetation areas will originate from on-site. These soils are adequate to promote native vegetation establishment. If additional topdress material is needed, the topdress material shall contain an organic matter content of 3% or more and a clay content of 27% or less.
3. Wheel-based vehicles (scrapers, endloaders, etc.) shall not be used for topdressing work. Only low ground pressure wide-track equipment (quadtrack tractor, wide track dozer, backhoe, or approved by Engineer) shall haul, move and spread topdress material.
4. Following the 1-foot of topdress placement, the surface shall be thoroughly disked using a small farm type disc (not a large construction disc) and/or Harley rake. Topdress material shall not be handled or the surface disked when wet.

5. No wheeled traffic shall occur in the naturalized planting areas after the final disking is complete, with the exception of a small farm type tractor if used for seeding.
6. All construction activities in the naturalized areas must be done under dry conditions.

Seeding Specifications

1. The CONTRACTOR shall furnish, transport, and install the seed as specified in the SIDE SLOPE NATIVE SEED MIX & SIDE SLOPE SHORELINE SUPPLEMENTAL SEED MIX the areas shown on the planting plan.
2. Spring seeding shall occur between March 15 and June 15. Fall dormant seeding shall be conducted no earlier than November 1 and after the first frost and until snow depth exceeds 1 inch.
3. Seeding shall be surface sown broadcast seeded and lightly raked in or with a native drop seeder and covered with erosion control blanket (North American Green S150BN or approved equal). Goose control is required.
4. A native landscape contractor is required to provide the contracting services. All native species shall be local genotype and origin shall be from a radius not to exceed 200 miles from the site. Proof of origin shall be presented to OWNER AND/OR THE OWNER'S AGENT at the site prior to any seeding application. Seed mixes shall be supplied in pounds of Pure Live Seed (PLS). Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the pounds of Pure Live Seed specified. All species (grasses, sedge, and forbs) will be supplied at 100% PLS. Seed not compliant with PLS requirements will be augmented with additional quantities in order to compensate for lack of viability and achieve specified amounts of PLS. Seeds shall be true to name and variety and have the proper stratification and/ or scarification to break dormancy for the appropriate planting season.
5. CONTRACTOR shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify OWNER AND/OR OWNER'S AGENT of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

6. CONTRACTOR shall furnish seeds of specified local origin, hardy under the climatic conditions at the project site, free from insects and diseases, and having the appearance of health, vigor, and habit normal for the species. Comply with applicable state and federal laws regarding inspections. All regulations applicable to the seed mix and landscape materials shall be followed.
7. Seed shall not be sown during high winds or when the seedbed is not in the proper condition for seeding.
8. Prior to installation, OWNER AND/OR OWNER'S AGENT shall review any species substitutions and shall approve all species substations in writing. OWNER AND/OR OWNER'S AGENT reserves the authority to deny use of any species if deemed inappropriate for the site.
9. All seed materials shall be subject to inspection by OWNER AND/OR OWNER'S AGENT prior to installation.
10. CONTRACTOR shall provide OWNER AND/OR OWNER'S AGENT copies of all seed labels.

Predator Control

A predator control system shall be installed to help achieve the site goals and performance standards by discouraging herbivores such as but not limited to geese and muskrats from consuming and uprooting newly planted native plugs.

1. The materials shall include: 1-inch X 1-inch X 4-foot wood stakes with one end pointed, chicken wire fencing fabric or wire hardware cloth with mesh openings not to exceed 2-inches, 6-inch wire landscape staples, and UV rated zip ties.
2. All areas (EMERGENT PLANT MIX & SHORELINE PLANT MIX) to be plugged shall be protected by predator fencing. The fence, consisting of three-foot-high chicken wire fence mounted securely on 1-inch X 1-inch X 4-foot wood stakes in such a manner that one foot of wood stake with pointed end will extend below the fence fabric. The wood stakes will be no greater than 9 feet apart and installed approximately one foot deep into the soil so that the bottom of the fence fabric rests firmly on the soil surface. This fence shall be installed in conjunction with site seeding and native plug installation.

Three-Year Management Period Activities

1. The work consists of CONTRACTOR conducting routine ecological management activities during the three-year management period in the native plant areas shown on the Planting Plan drawings to assist CONTRACTOR in performance standards achievement.
2. CONTRACTOR shall conduct chemical and/or mechanical weed control activities in all the native planting areas for a three-year period following planting/seeding. CONTRACTOR shall conduct a minimum of four annual weed control application periods (twelve events minimum for three-year period). CONTRACTOR is responsible to achieve a 95% kill of problematic, nuisance species to successfully complete each of the application periods specified below.
 - Application Period One (early spring – April/May): problematic species such as, but not limited to, reed canary grass, red/white clover, cool season adventive grasses.
 - Application Period Two (late spring to early summer – May/June): problematic species such as, but not limited to, teasel, white/yellow sweet clover, thistle.
 - Application Period Three (mid to late summer – July/August): problematic species such as, but not limited to, tall goldenrod, hairy aster, ragweed, cattails, purple loosestrife.
 - Application Period Four (late summer and fall – September/October): problematic species such as, but not limited to, reed canary grass, thistle, common reed, red/white clover, cool season grasses.
3. CONTRACTOR shall irrigate all plugs as needed to achieve the survivorship requirements (i.e., 90% survivorship - see performance criteria below).
4. CONTRACTOR shall remove and dispose of the planting enclosures during the second year of the management period.

Contractor Performance Criteria

Performance standards are established for all proposed projects involving naturalized areas so that the relative success may be evaluated. If the performance standards are not achieved by the end of the three-year management and monitoring program, the

permittee is responsible for correction of any deficiencies through further management activities, which may include replanting.

1. Within 3 months of seed installation, at least 80% of the seeded areas (broad-spectrum), as measured by aerial coverage, shall be vegetated. A minimum 90% vegetative coverage shall be achieved in the second year and maintained throughout, and at the end of, the three-year period for this area.
2. At the end of the second growing season, 50% vegetative coverage shall be achieved within the bioretention emergent planting zone. At the end of the third growing season, 75% vegetative coverage shall be achieved in the bioretention emergent planting zone. Sediment bay and/or riprap areas are omitted from this standard.
3. The bioretention areas shall not contain any rills greater than 3 inches wide and 3 inches deep throughout, and at the end, of the three-year period.
4. At the end of the second growing season, approximate relative coverage (determined by ocular estimation) of non-native species in the bioretention area cannot exceed 40%. As such, relative coverage of natives shall be 60% or greater at the end of the second growing season. At the end of the third growing season, approximate relative coverage (determined by ocular estimation) of non-native species in the bioretention area cannot exceed 20%. As such, relative coverage of natives shall be 80% or greater at the end of the third growing season.
5. At the end of the third growing season, the top three most dominant species based on aerial coverage in the bioretention area shall not be non-native. These species shall include, but not be limited to, the following: reed canary grass (*Phalaris arundinacea*); common reed (*Phragmites australis*); field thistle (*Cirsium arvense*); buckthorn (*Rhamnus* spp.); cattails (*Typha* spp.); teasel (*Dipsacus* spp.); purple loosestrife (*Lythrum salicaria*); clover (*Trifolium* spp.); and sweet clover (*Melilotus* spp.).
6. Relative coverage (determined by ocular estimation) of cattails shall be less than 10% throughout, and at the end of, the three-year period.
7. Relative coverage (determined by ocular estimation) of common reed, reed canary grass and purple loosestrife in aggregate shall be less than 5% throughout, and at the end of, the three-year period.
8. Relative coverage (determined by ocular estimation) of thistle and teasel in aggregate shall be less than 5% throughout, and at the end of, the three-year period.

9. A Floristic Quality Index (FQI) of 20 or greater shall be achieved by the end of the third growing season.

Performance Bond

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 associated with plantings described in this special provision for a period of 3 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 awarded for the pay items included in this special provision 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.

Basis of Payment: This work will be paid for at the contract unit price bid per acre of SIDE SLOPE NATIVE SEED MIX, EMERGENT PLANT MIX and SIDE SLOPE SHORELINE SUPPLEMENTAL SEED MIX and at the contract unit price bid per each of SHORELINE PLUGS of which price shall be payment in full for all pre-planting soil preparation, seeding/plug installation, predator control, and the three-year monitoring and management period to achieve the Contractor Performance Criteria identified within this special provision. As described above, the Owner will be required to provide a performance bond over the 3-year period for maintenance and reporting of performance standards.

PAY ITEMS #47 – PERFORATED RISER

Description. This work shall consist of installing a temporary perforated riser pipe at the outlet of Jackson Pond to manage sediment during earthwork activities.

Materials.

1. 5-foot tall perforated PVC with non-woven filter fabric wrapped around mesh (see Perforated Riser detail on engineering plans for more information).

Installation.

Perforated Riser

1. The temporary 12" perforated riser pipe system (stand pipe and connecting pipe) should connect to the existing 18" RCP outlet pipe via grout or other approved method.
2. The concrete block should be placed to support the elbow connection between the horizontal outflow pipe and the vertical stand pipe.
3. Rock aggregate (IDOT CA-1) shall be placed around the standpipe up to an elevation of 678.0.

Method of Measurement. This work will be measured for payment as each individual temporary perforated riser installed and the unit of measurement will be each.

Basis of Payment. This work shall be paid for at the contract unit price bid per each of PERFORATED RISER and shall include all materials, earthwork, aggregate, labor, etc. necessary for the installation and removal of the PERFORATED RISER.

PAY ITEM #48 – CONCRETE WEIR

Description. This work shall consist of constructing a drainage weir at the Jackson Pond overland overflow outlet swale as indicated on the construction documents. This work also includes the installation of RR-3 riprap 10-feet upstream and downstream of the weir. The rip rap will be considered incidental to the cost of CONCRETE WEIR and will not be paid for separately.

Materials.

1. Portland Cement Concrete as described in Article 1020
2. Reinforcement bars as described in Article 1006.10(a)

3. IDOT RR-3 Rip Rap

Installation.

Concrete Weir

1. The weir wall shall be constructed to an elevation within 0.01' of the specified elevation

Method of Measurement. This work will be measured for payment as each individual concrete weir installed and the unit of measurement will be each.

Basis of Payment. This work shall be paid for at the contract unit price bid per each of CONCRETE WEIR.

PAY ITEM #49 – DRAINAGE STRUCTURE TO BE REMOVED

Description. This work shall consist of removing the existing drainage structure and disposing of the structure offsite. Contractor is responsible for disposal offsite. This includes manholes, catch basin, inlets and flared end sections.

Method of Measurement. This work will be measured for payment as each structure to be removed and the unit of measurement will be each.

Basis of Payment. This work shall be paid for at the contract unit price bid per each of DRAINAGE STRUCTURE TO BE REMOVED.

PAY ITEM #50 – RESTRICTOR STRUCTURE MODIFICATION

Description. This work shall consist of the work to modify the restrictor structure at the southeast corner of the existing Village owned basin north of Highridge Road as indicated on the construction documents.

Materials.

1. Catch basin barrel section and flat top per Article 602.
2. PVC Pipe and Fittings shall be SDR 35 of approved equivalent.

Installation.

3. The modifications shall be constructed to the details shown in the engineering plans.

4. All disturbed areas shall be seeded with IDOT Type 1 seed and covered with S75BN erosion control blanket. Seeding and blanket associated with the restrictor structure modification shall be included in the unit cost of this pay item.

Method of Measurement. This work will be measured for payment as each instance of restrictor structure modification work and the unit of measurement will be each.

Basis of Payment. Drainage weir shall be paid for at the contract unit price bid per each of RESTRICTOR STRUCTURE MODIFICATION.

PAY ITEM #51 – STORM SEWER, 8" PVC SDR 26

Description. This work includes the installation of the 8" PVC SDR 26 storm sewer. The storm sewer shall be installed following the STORM SEWER general provision in these contract documents.

Method of Measurement. This work will be measured for at the contract unit price per linear foot for STORM SEWER, 8" PVC SDR 26.

Basis of Payment. The construction fence shall be paid for at the contract unit price bid per linear foot of STORM SEWER, 8" PVC SDR 26.

PAY ITEM #52 – CONSTRUCTION FENCE

Description. The proposed chain link fence installed during construction must be 6' high, with a site screen fabric that may be removed post construction. Post spacing shall be 10' maximum. Barbed wire is not required on the temporary construction fence.

Materials.

1. Materials shall conform to section 664 and 1006.27 of the Standard Specifications.

Method of Measurement. This work will be measured for at the contract unit price per linear foot for CONSTRUCTION FENCE.

Basis of Payment. The construction fence shall be paid for at the contract unit price bid per linear foot of CONSTRUCTION FENCE.

PAY ITEM #53 – GABION WALL (4.5 FT)

Description. The work consists of furnishing, assembling, and installing rock filled wire mesh gabion baskets. This work shall be in accordance with Sections 202, 203, and 284 of the Standard Specifications with the following exceptions.

Submittal Requirements. Contractor shall submit manufacturer’s technical data and installation instructions. CONTRACTOR shall also submit to the RESIDENT ENGINEER for review a shop drawing detailing the gabion basket layout, basket orientation and wall elevations including approximate step locations and basket transitions.

Installer Qualifications. Engage an experienced Installer with experience and qualifications that satisfy the requirements of the project pre-qualification process.

Materials.

All materials required to complete the installation of the gabion bank stabilization shall be included in the unit cost for GABION WALL and will not be paid for separately.

GABIONS

- A. Gabions shall be fabricated, assembled, and installed in accordance with the nominal wire sizes and dimensions shown in Tables 1, using the following materials unless otherwise specified.

Table 1 – Minimum requirements*

Gabion baskets—height 12, 18, or 36 inches; length as specified

Type of wire	Mesh size (in)	Wire diameter (in)	PVC coating (in)	Total diameter (in)	Galvanized coating oz./ft ²
Woven mesh	3.25 x 4.5	0.118	None	0.118	0.8
	3.25 x 4.5	0.105	0.02	0.145	0.8
Selvage		0.153	None	0.153	0.8
		0.132	0.02	0.172	0.8
Lacing and internal connecting wire		0.086	0.02	0.126	0.7

Type of wire	Mesh	Wire	PVC	Total	Galvanized
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	size (in)	diameter (in)	coating (in)	diameter (in)	coating oz./ft ²
Welded mesh	3 x 3	0.118	None	0.118	0.8
	3 x 3	0.105	0.02	0.145	0.8
Spiral binder		0.105	0.02	0.145	0.8

*Note: The wire sizes and PVC coating thickness shown are nominal sizes. The wire sizes include the galvanizing coating thickness.

- B. Wire for fabrication and assembly shall be hot-dipped galvanized. The wire shall have a minimum tensile strength of 60,000 pounds per square inch. Galvanized steel wire shall conform to ASTM A 641, class 3, soft temper.
- C. Spiral binders are the standard fastener for welded-mesh gabion baskets and mattresses and shall be formed from wire meeting the same quality and coating thickness requirements as specified for the gabion baskets and mattresses.
- D. Alternate fasteners for use with wire mesh gabions, such as ring fasteners, shall be formed from wire meeting the same quality and coating thickness requirements as specified for the gabions.
- E. Standard fasteners and alternate fasteners must provide a minimum strength of 1,400 pounds per lineal foot for gabion baskets and 900 pounds per lineal foot for gabion mattresses. When used to interconnect gabion baskets or mattresses with PVC coating, ring fasteners shall be made of stainless steel and spiral fasteners will be PVC coated. All fasteners shall meet all of the closing requirements of the gabion manufacturer in addition to any requirements specified in section 7.

ROCK

- A. Rock for gabions shall meet the requirements of the Section 284 and Sub Section 1005.01 contained in the Standard Specifications.
- B. The stone shall conform to the requirements of Quality Designation A and shall not contain objectionable quantities of dirt, sand, clay, or rock fines. The stone shall be well graded with maximum stone dimensions ranging between 4 to 8 in. (100 to 200 mm). No stone shall have a minimum dimension less than 3 in. (75 mm), and the ratio of maximum to minimum dimension shall not be greater than two.
- C. The Gabion material shall be approved and assignable per the Illinois Department of Transportation AGSC Program at the stone provider's quarry. Stone Provider's Quarry shall be Vulcan Materials Company's Barbers Corners Quarry or approved equal.
- D. Coarse aggregate backfill shall meet IDOT requirements for the following gradations CA-1, CA-3 or RR-1.

- E. Stone riprap at face of gabions shall meet IDOT requirements for gradations RR-3.
- F. All rock shall be included in the unit cost for GABION BANK STABILIZATION and will not be paid for separately.

GEOTEXTILE FILTER FABRIC

- A. Geotextile filter fabric shall meet the requirements in Section 592 (Geotextiles) of the Illinois Urban Manual.

Installation.

CONSTRUCTION REQUIREMENTS

- A. Construction shall be in accordance with the Sub Sections 284.03, 284.04 and 284.05 contained in the Standard Specifications.

EARTH EXCAVATION

- A. All earthwork excavation and removal from site related to the installation of the gabion baskets shall be included in the unit cost of this item and will not be paid for separately.
- B. If any topsoil is required for stabilization and planting adjacent to the gabion baskets, it shall be considered incidental to this item and will not be paid for separately.
- C. Surplus or waste material resulting from the riprap operations shall be disposed of legally by the Contractor at his own expense.

Basis of Payment. These items will be paid for at the contract unit price per linear foot for GABION WALL of the height specified, which price shall include all required excavation and disposal of excess material, granular backfill, compacted layer of bedding material, filter fabric, dewatering, labor and any other items or materials required to complete the work for the wall height specified.

PAY ITEMS #54 – GEOTEXTILE FABRIC BARRIER

Description. This work shall consist of furnishing and placing a geotechnical fabric barrier beneath the topsoil within the disturbed area north of the proposed basin.

This barrier shall conform to Section 282 of the standard specifications.

Method of Measurement. This work will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for GEOTEXTILE FABRIC BARRIER.

PAY ITEMS #55, 56, 57 – GRATING FOR CONCRETE FLARED END SECTION

Description. This work shall consist of furnishing and placing grating for precast reinforced concrete end sections at locations shown on the plans.

Grating for concrete flared end sections shall be of the size specified in the plans and shall be accordance with Article 542.07 (b). Grating shall also meet the requirements of standard 542311 of the IDOT Highway Standards.

Method of Measurement. This work will be measured for payment as each individual grate and the unit of measurement will be each.

Basis of Payment. This work will be paid for at the contract unit price per each for GRATING FOR CONCRETE FLARED END SECTION at the size specified in the plans.

NOT FOR BID

NOT FOR BID

**JACKSON POND OVERFLOW PROJECT
VILLAGE OF VILLA PARK**

APPENDIX A

REQUIREMENTS OF BIDDERS ORDINANCE

NOT FOR BID

NOT FOR BID

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.

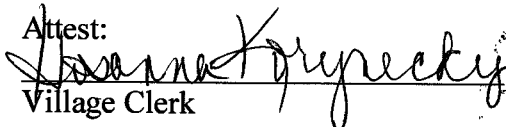
AYES: ALL

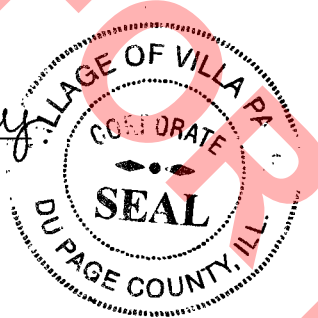
NAYS: Aiello Bulthuis

ABSENT: _____

Approved this 11 day of February, 2013.


Village President

Attest:

Village Clerk



Published in pamphlet form:

2-11, 2013

**JACKSON POND OVERFLOW PROJECT
VILLAGE OF VILLA PARK**

APPENDIX B

IRMA CONTRACTUAL INSURANCE GUIDELINES

NOT FOR BID

NOT FOR BID

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

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

1. Your acts or omissions; or
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 C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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



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: _____	
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:	
	INSURER F:	

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/00/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR Owners & Cont. Prot. (OCP) if requested GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request 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 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

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ACORD 25 (2010/05)

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NOT FOR BID

**JACKSON POND OVERFLOW PROJECT
VILLAGE OF VILLA PARK**

APPENDIX C

INDEX FOR SUPPLEMENTAL AND RECURRING SPECIAL PROVISIONS
CHECK SHEET FOR RECURRING SPECIAL PROVISIONS
CHECK SHEET FOR LOCAL ROADS & STREETS RECURRING SPECIAL PROVISIONS
BDE SPECIAL PROVISIONS
SPECIAL PROVISION FOR INSURANCE (LR 107-4)
SPECIAL PROVISION FOR EQUIPMENT RENTAL RATES (LR 109)

NOT FOR BID

NOT FOR BID

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

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 1-1-21)

SUPPLEMENTAL SPECIFICATIONS

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109 Measurement and Payment	3
205 Embankment	4
403 Bituminous Surface Treatment (Class A-1, A-2, A-3)	5
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405 Cape Seal	17
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NOT FOR BID



Local Public Agency	County	Section Number
Villa Park	DuPage	

Check this box for lettings prior to 01/01/2022.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #		Reference Page No.
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	4
3	<input type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input checked="" type="checkbox"/> Construction Layout Stakes	29
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	32
11	<input type="checkbox"/> Subsealing of Concrete Pavements	34
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	38
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	40
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	41
15	<input type="checkbox"/> Polymer Concrete	43
16	<input type="checkbox"/> PVC Pipeliner	45
17	<input type="checkbox"/> Bicycle Racks	46
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	48
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	50
20	<input type="checkbox"/> English Substitution of Metric Bolts	51
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	52
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	53
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	61
24	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	77
25	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	79
26	<input type="checkbox"/> Temporary Raised Pavement Markers	85
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	86
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	89
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	93
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	96
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	98
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	99

Villa Park

DuPage

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	101
LRS 2	<input type="checkbox"/> Furnished Excavation	102
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	103
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	104
LRS 5	<input checked="" type="checkbox"/> Contract Claims	105
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	106
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	112
LRS 8	Reserved	118
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	119
LRS 10	Reserved	123
LRS 11	<input checked="" type="checkbox"/> Employment Practices	124
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	126
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	128
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	129
LRS 15	<input checked="" type="checkbox"/> Partial Payments	132
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	133
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	134
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	135
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	136

BDE SPECIAL PROVISIONS
For the August 5, 2022 and September 23, 2022 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination 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, 2022
80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3	<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	6	<input type="checkbox"/> Blended Finely Divided Minerals	April 1, 2021	
80241	7	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
* 50531	8	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
* 50261	9	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80384	10	<input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	13	<input type="checkbox"/> Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	14	<input type="checkbox"/> Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	15	<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434	16	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	17	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80229	18	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80433	19	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80422	20	<input type="checkbox"/> High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
80443	21	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
* 80442	22	<input type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2022	Aug. 1, 2022
80444	23	<input type="checkbox"/> Hot-Mix Asphalt - Patching	April 1, 2022	
80438	24	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80411	25	<input type="checkbox"/> Luminaires, LED	April 1, 2019	Jan. 1, 2022
80045	26	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
80418	27	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80430	28	<input type="checkbox"/> Portland Cement Concrete – Haul Time	July 1, 2020	
34261	29	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80395	30	<input type="checkbox"/> Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	31	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	32	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	33	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	34	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	35	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	
80435	36	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80410	37	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
20338	38	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80318	39	<input type="checkbox"/> Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	40	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80440	41	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
80302	42	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	43	<input type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	44	<input type="checkbox"/> Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
50481	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
80439	Vehicle and Equipment Warning Lights	Nov. 1, 2021	

The following special provisions are in the 2022 Standard Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80425	Cape Seal	Sections 405, 1003	Jan. 1, 2020	Jan. 1, 2021
80387	Contrast Preformed Plastic Pavement Marking	Articles 780.08, 1095.03	Nov. 1, 2017	
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2018	
80378	Dowel Bar Inserter	Articles 420.03, 420.05, 1103.20	Jan. 1, 2017	Jan. 1, 2018
80421	Electric Service Installation	Articles 804.04, 804.05	Jan. 1, 2020	
80415	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
80423	Engineer's Field Office and Laboratory	Section 670	Jan. 1, 2020	
80417	Geotechnical Fabric for Pipe Underdrains and French Drains	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal
- Building Removal with Asbestos Abatement
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

All Regional Engineers

Scott E. Stitt

Special Provision for Completion Date (via calendar days)

January 14, 2011

This special provision was developed per the recommendations of an FHWA/IDOT Joint Process Review to establish a form of contract time which is based upon a set number of calendar days.

This special provision should be used at the district's discretion and per the guidance in Chapter 66 of the Bureau of Design and Environment Manual.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the April 29, 2011, and subsequent lettings. The Project Development and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory January 14, 2011.

80198m

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 _____ 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

NOT FOR BID



Illinois Department of Transportation

Memorandum

To: All Regional Engineers
From: Omer M. Osman, P.E. *Omer M. Osman 7/11/14*
Subject: Special Provision for Construction Air Quality – Diesel Retrofit
Date: July 25, 2014

This special provision was developed by the Bureau of Design and Environment and the Bureau of Construction to reduce construction air emissions from older diesel equipment. The cover memo has been revised to change Baldwin Township to Baldwin Precinct in Randolph County.

This special provision should be inserted in all projects within the following counties, townships and precinct; Cook, DuPage, Kane, Lake, McHenry, Will, Jersey, Madison, Monroe, St. Clair, Aux Sable and Goose Lake Township in Grundy County, Oswego Township in Kendall County, and Baldwin Precinct in Randolph County.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the November 7, 2014 and subsequent lettings. The Project Development and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory July 25, 2014.

80261m

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

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

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

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

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.


80261

NOT FOR BID



Illinois Department of Transportation

Memorandum

To: Regional Engineers
From: Jack A. Elston 
Subject: Special Provision for Compensable Delay Costs
Date: January 11, 2019

This special provision was developed to allow the department to pay for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control when a contract delay meets certain criteria. It has been revised to remove the extended traffic control adjustment equations for completion date contracts and simply refer to Article 109.04

This special provision should be inserted into all contracts.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the April 26, 2019 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory January 11, 2019.

80384m

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.


Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384



Illinois Department of Transportation

Memorandum

To: Regional Engineers
From: Jack A. Elston 
Subject: Special Provision for Portland Cement Concrete – Haul Time
Date: April 17, 2020

This special provision was developed by the Central Bureau of Materials to increase the maximum haul time of concrete transported in nonagitator trucks.

This special provision should be inserted into contracts requiring cast-in-place concrete.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the July 31, 2020 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

This special provision will be available on the transfer directory April 17, 2020.

80430m

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

“(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time ^{1/} (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.”

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

School District 45

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

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

SPECIAL PROVISION
FOR
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."

**JACKSON POND OVERFLOW PROJECT
VILLAGE OF VILLA PARK**

APPENDIX D

IDOT HIGHWAY STANDARDS

NOT FOR BID

NOT FOR BID

ADJUSTMENT ITEMS	EX	PR
Structure To Be Adjusted		
Structure To Be Cleaned		
Main Structure To Be Filled		
Structure To Be Filled		
Structure To Be Filled Special		
Structure To Be Removed		
Structure To Be Reconstructed		
Structure To Be Reconstructed Special		
Frame and Grate To Be Adjusted		
Frame and Lid To Be Adjusted		
Domestic Service Box To Be Adjusted		
Valve Vault To Be Adjusted		
Special Adjustment		
Item To Be Abandoned		
Item To Be Moved		
Item To Be Relocated		
Pavement Removal and Replacement		

ALIGNMENT ITEMS	EX	PR
Baseline		
Centerline		
Centerline Break Circle		
Baseline Symbol		
Centerline Symbol		
PI Indicator		
Point Indicator		
Horizontal Curve Data (Half Size)		

BOUNDARIES ITEMS	EX	PR
Dashed Property Line		
Solid Property/Lot Line		
Section/Grant Line		
Quarter Section Line		
Quarter/Quarter Section Line		
County/Township Line		
State Line		
Chiseled Square Found		
Iron Pipe Found		
Iron Pipe Set		
Survey Marker		
Property Line Symbol		
Same Ownership Symbol (Half Size)		
Northwest Quarter Corner (Half Size)		
Section Corner (Half Size)		
Southeast Quarter Corner (Half Size)		

DRAINAGE ITEMS	EX	PR
Channel or Stream Line		
Culvert Line		
Grading & Shaping Ditches		
Drainage Boundary Line		
Paved Ditch		
Aggregate Ditch		
Pipe Underdrain		
Storm Sewer		
Flowline		
Ditch Check		
Headwall		
Inlet		
Manhole		
Summit		
Roadway Ditch Flow		
Swale		
Catch Basin		
Culvert End Section		
Water Surface Indicator		
Riprap		

HYDRAULICS ITEMS	EX	PR
Overflow		
Sheet Flow		
Hydrant Outlet		

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
(Sheet 2 of 9)
STANDARD 000001-08

Illinois Department of Transportation
ISSUED 1-1-07

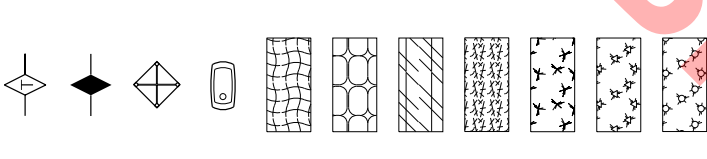
PASSED January 1, 2021
APPROVED January 1, 2021
ENGINEER OF POLICY AND PROCEDURES
ENGINEER OF DESIGN AND ENVIRONMENT

EROSION & SEDIMENT CONTROL ITEMS

EX

PR

- Cleaning & Grading Limits
- Dike
- Erosion Control Fence
- Perimeter Erosion Barrier
- Temporary Fence
- Ditch Check Temporary
- Ditch Check Permanent
- Inlet & Pipe Protection
- Sediment Basin
- Erosion Control Blanket
- Fabric Formed Concrete Revetment Mat
- Turf Reinforcement Mat
- Mulch Temporary
- Mulch Method 1
- Mulch Method 2 Stabilized
- Mulch Method 3 Hydraulic



CONTOUR ITEMS

EX

PR

- Approx. Index Line
- Approx. Intermediate Line
- Index Contour
- Intermediate Contour

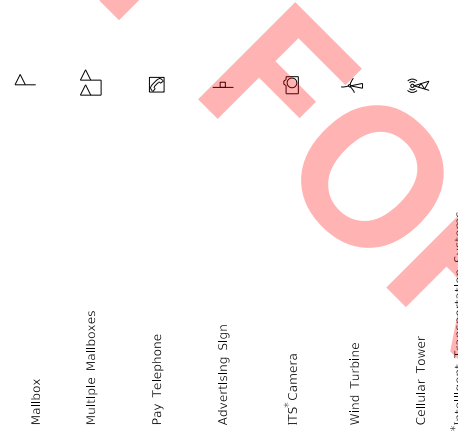
Illinois Department of Transportation
 PASSED January 1, 2021
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2021
 ENGINEER OF DESIGN AND ENVIRONMENT

NON-HIGHWAY IMPROVEMENT ITEMS

EX

PR

- Noise Attm./Levee
- Field Line
- Fence
- Base of Levee
- Mailbox
- Multiple Mailboxes
- Pay Telephone
- Advertising Sign
- ITS Camera
- Wind Turbine
- Cellular Tower

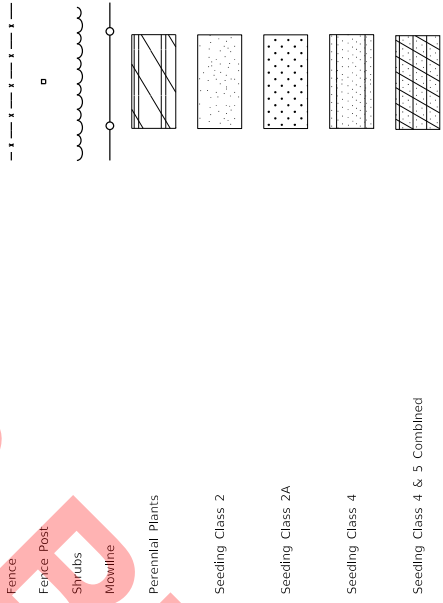


LANDSCAPING ITEMS

EX

PR

- Intelligent Transportation Systems
- Contour Mounding Line
- Fence
- Fence Post
- Sprubs
- Mowline
- Perennial Plants
- Seeding Class 2
- Seeding Class 2A
- Seeding Class 4
- Seeding Class 4 & 5 Combined



EXISTING LANDSCAPING ITEMS (contd.)

EX

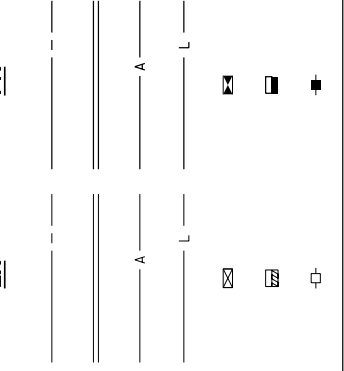
PR

- Seeding Class 5
- Seeding Class 7
- Seedlings Type 1
- Seedlings Type 2
- Sodding
- Mowstake w/Sign
- Tree Trunk Protection
- Evergreen Tree
- Shade Tree
- Duct
- Conduit
- Electrical Aerial Cable
- Electrical Burled Cable
- Controller
- Underpass Luminaire
- Power Pole

LIGHTING

EX

PR



STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
 (Sheet 3 of 9)

STANDARD 000001-08

**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-1		

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
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		

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**STANDARD SYMBOLS,
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PAVEMENT MARKINGS
(contd.)

EX

PR

CL 2Ln 2Way
RRPW 12.2 m (40') o.c.



CL 2Ln 2Way
RRPW 80' (24.4 m) o.c.



CL Multilane Div.
RRPW 40' (12.2 m) o.c.



CL Multilane Div.
RRPW 80' (24.4 m) o.c.



CL Multilane Div. Dbl.
RRPW 80' (24.4 m) o.c.



CL Multilane Undiv.



Two Way Turn Left Line



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



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Urban LT & RT Turn Arrow

Urban Thru Arrow

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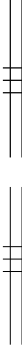
RAILROAD ITEMS

Abandoned Railroad



PR

Railroad



Railroad Point



Control Box



Crossing Gate



Flashing Signal



Railroad Cant. Mast Arm



Crossbuck



REMOVAL ITEMS

Removal Tic



PR

Bituminous Removal



Hatch Pattern



Tree Removal Single



RIGHT OF WAY ITEMS

Future ROW Corner Monument



PR

ROW Marker



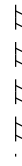
ROW Line



Easement



Temporary Easement



**STANDARD SYMBOLS,
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(Sheet 5 of 9)

STANDARD 000001-08

PAVEMENT MARKINGS
(contd.)

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

Rural Thru Arrow

Rural Lt. & Rt Turn Arrow

Bike Lane Symbol

Bike Lane Text

Bike Path Shared

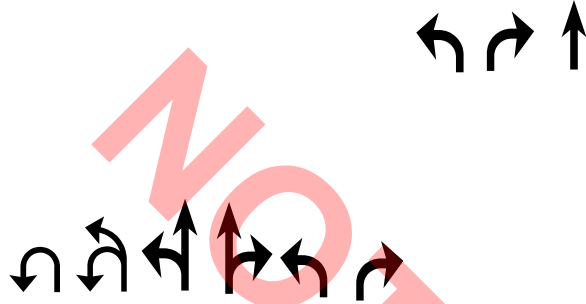
Bike Shared Roadway

Lane Drop Symbol

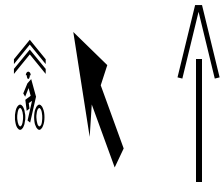
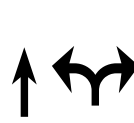
EX



PR



ONLY ONLY ONLY



**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 6 of 9)
STANDARD 000001-08

PAVEMENT MARKINGS
(contd.)

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

Rural Thru Arrow

Rural Lt. & Rt Turn Arrow

Bike Lane Symbol

Bike Lane Text

Bike Path Shared

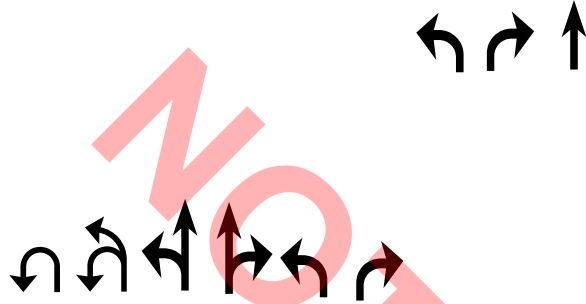
Bike Shared Roadway

Lane Drop Symbol

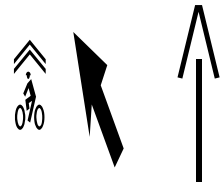
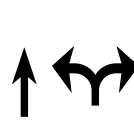
EX



PR



ONLY ONLY ONLY



**STANDARD SYMBOLS,
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(Sheet 6 of 9)
STANDARD 000001-08

Illinois Department of Transportation PASSED January 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-07
	Wrong Way Arrow
	Lane Drop Symbol
	Bike Shared Roadway

RIGHT OF WAY ITEMS (contd.)	EX	PR
Access Control Line	---	---
Access Control Line & ROW	---AC---	---AC---
Access Control Line & ROW with Fence	---AC---	---AC---
Excess ROW Line	---XS---	---
ROADWAY PLAN ITEMS		
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	---	---
Slope Limit Line	---	---
Typical Cross-Section Line	---	---
STA. 45+00	---	---

ROADWAY PROFILES	EX	PR
P.I. Indicator	▲	▲
Point Indicator	○	○
Earthworks Balance Point		
Begin Point		
Vert. Curve Data	VPT ELEV L E	VPT ELEV L E
Ditch Profile Left Side	---	---
Ditch Profile Right Side	---	---
Roadway Profile Line	---	---
Storm Sewer Profile Left Side	---	---
Storm Sewer Profile Right Side	---	---
SIGNING ITEMS		
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 W20-2(O) (Half Size)		
Left Lane Closed Ahead W20-5(L)(O) (Half Size)		
Right Lane Closed Ahead W20-5(R)(O) (Half Size)		
Road Closed Ahead W20-3(O) (Half Size)		
Road Construction Ahead W20-1(O) (Half Size)		
Single Lane Ahead (Half Size)		
Transition Left W4-2L (Half Size)		
Transition Right W4-2R (Half Size)		

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SIGNING ITEMS
(contd.)

One Way Arrow Lrg. W1-6-(O) (Half Size)		PR
Two Way Arrow Large W1.7-(O) (Half Size)		PR
Detour M4-10L-(O) (Half Size)		PR
Detour M4-10R-(O) (Half Size)		PR
One Way Left R6-1L (Half Size)		PR
One Way Right R6-1R (Half Size)		PR
Left Turn Lane R3-100L (Half Size)		PR
Keep Left R4-7AL (Half Size)		PR
Keep Left R4-7BL (Half Size)		PR
Keep Right R4-7AR (Half Size)		PR
Keep Right R4-7BR (Half Size)		PR
Stop Here On Red R10-6-AL (Half Size)		PR
Stop Here On Red R10-6-AR (Half Size)		PR
No Left Turn R3-2 (Half Size)		PR
No Right Turn R3-1 (Half Size)		PR
Road Closed R11-2 (Half Size)		PR
Road Closed Thru Traffic R11-2 (Half Size)		PR

STRUCTURES ITEMS

Box Culvert Barrel		PR
Box Culvert Headwall		PR
Bridge Pier		PR
Bridge		PR
Retaining Wall		PR
Temporary Sheet Piling		PR

TRAFFIC SHEET ITEMS

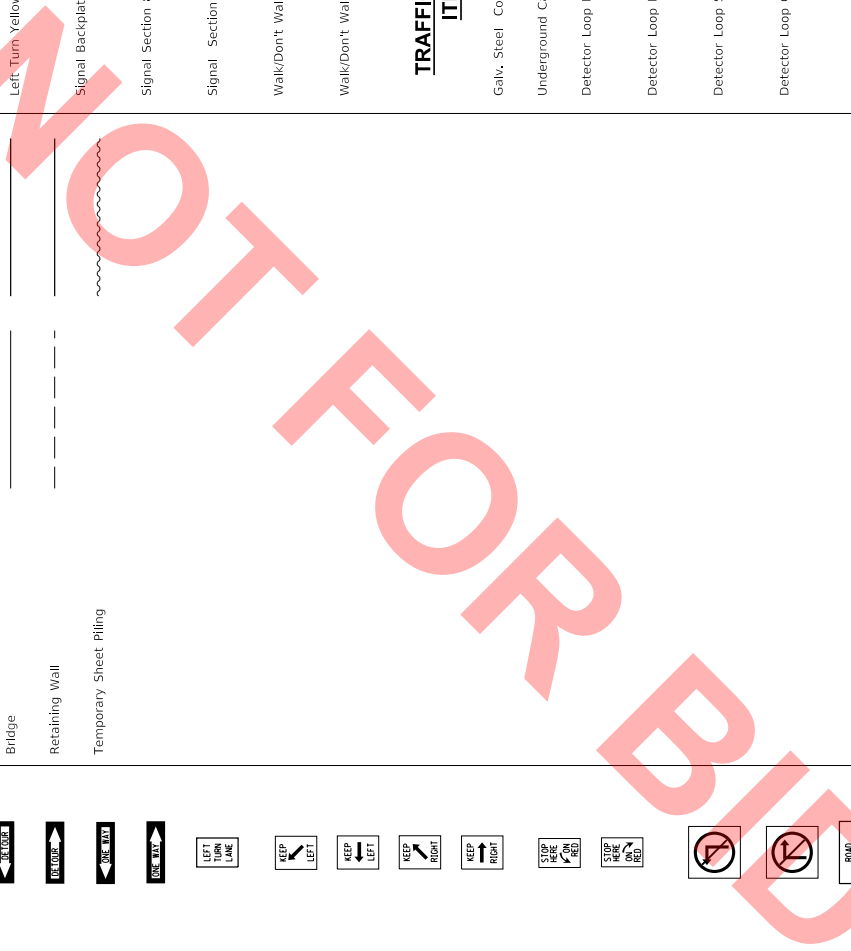
Cable Number		PR
Left Turn Green		PR
Left Turn Yellow		PR
Signal Backplate		PR
Signal Section 8" (200 mm)		PR
Signal Section 12" (300 mm)		PR
Walk/Don't Walk Letters		PR
Walk/Don't Walk Symbols		PR

TRAFFIC SIGNAL ITEMS

Galv. Steel Conduit		PR
Underground Cable		PR
Detector Loop Line		PR
Detector Loop Large		PR
Detector Loop Small		PR
Detector Loop Quadrupole		PR

**STANDARD SYMBOLS,
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TRAFFIC SIGNAL ITEMS (contd.)

	<u>EX</u>	<u>PR</u>
Detector Raceway		
Aluminum Mast Arm		
Steel Mast Arm		
Veh. Detector Magnetic		
Conduit- Splice		
Controller		
Gulfbbox Junction		
Wood Pole		
Temp. Signal Head		
Handhole		
Double Handhole		
Heavy Duty Handhole		
Junction Box		
Ped. Pushbutton Detector		
Ped. Signal Head		
Power Pole Service		
Priority Veh. Detector		
Signal Head		
Signal Head w/Backplate		
Signal Post		
Closed Circuit TV		
Video Detector System		

UNDERGROUND UTILITY ITEMS

	<u>EX</u>	<u>PR</u>	<u>ABANDONED</u>
Cable TV			
Electric Cable			
Fiber Optic			
Gas Pipe			
Oil Pipe			
Sanitary Sewer			
Telephone Cable			
Water Pipe			

UTILITIES ITEMS

	<u>EX</u>	<u>PR</u>
Controller		
Double Handhole		
Fire Hydrant		
GuyWire or Deadman Anchor		
Handhole		
Heavy Duty Handhole		
Junction Box		
Light Pole		
Manhole		
Monitoring Well (Gasoline)		
Pipeline Warning Sign		
Power Pole		
Power Pole with Light		
Sanitary Sewer Cleanout		
Splice Box Above Ground		
Telephone Splice Box Above Ground		
Telephone Pole		

UTILITY ITEMS (contd.)

	<u>EX</u>	<u>PR</u>
Traffic Signal		
Traffic Signal Control Box		
Water Meter		
Water Meter Valve Box		
Profile Line		
Aerial Power Line		

VEGETATION ITEMS

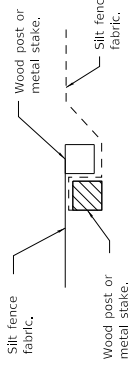
	<u>EX</u>	<u>PR</u>
Deciduous Tree		
Bush or Shrub		
Evergreen Tree		
Stump		
Orchard/Nursery Line		
Vegetation Line		
Woods & Bush Line		

WATER FEATURE ITEMS

	<u>EX</u>	<u>PR</u>
Stream or Drainage Ditch		
Waters Edge		
Water Surface Indicator		
Water Point		
Disappearing Ditch		
Marsh		
Marsh/Swamp Boundary		

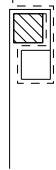
Illinois Department of Transportation
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 APPROVED
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 January 1, 2021
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 STANDARD 000001-08



STEP 1
Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

STEP 2

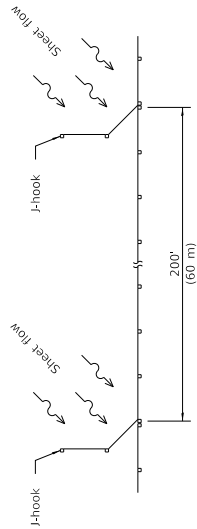


Rotate posts (stakes) together 180° clockwise and drive both posts (stakes) 18 (450) into ground.

STEP 2

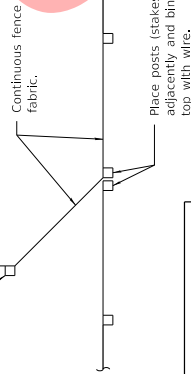
ATTACHING TWO SILT FILTER FENCES

(Not applicable for J-hooks)



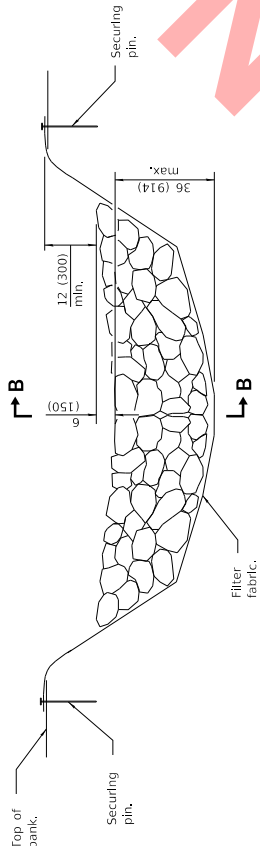
SILT FILTER J-HOOK PLACEMENT

Wood post or metal stake (typical).



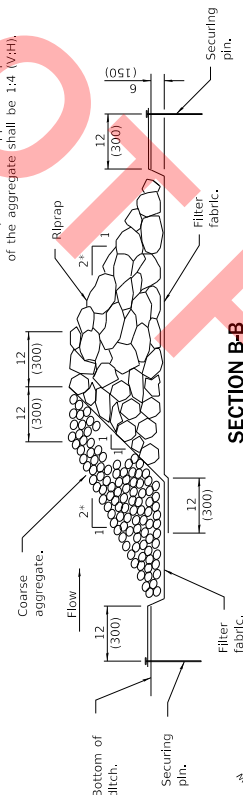
J-HOOK

Place posts (stakes) adjacently and bind at top with wire.



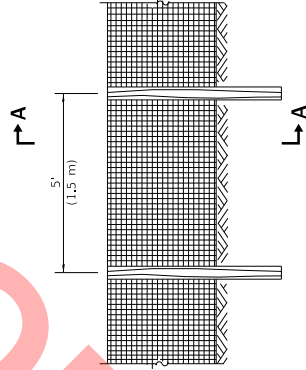
ELEVATION

* 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).



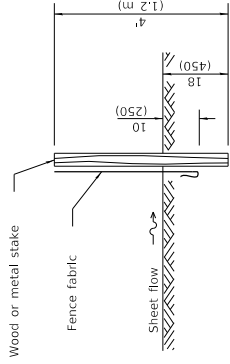
SECTION B-B

AGGREGATE DITCH CHECK

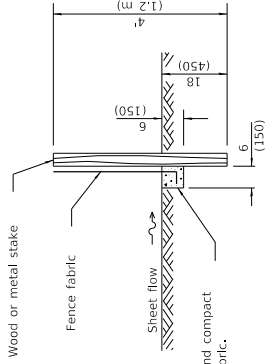


ELEVATION

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 (F) on SEDIMENT BASIN ELEVATION.
1-1-12	Omitted hay/straw perimeter barrier. Added SLICE METHOD to SECTION A-A.

TEMPORARY EROSION CONTROL SYSTEMS

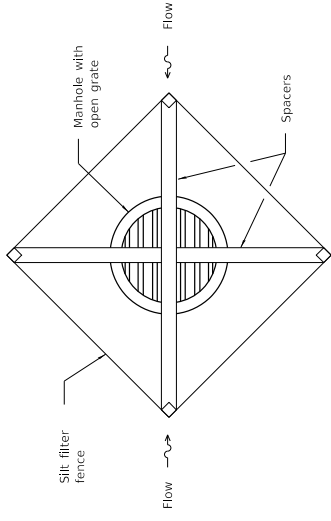
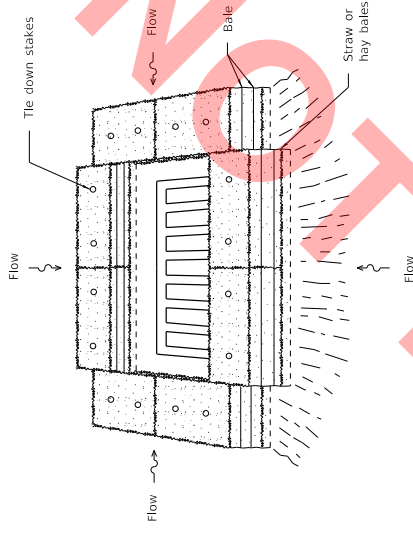
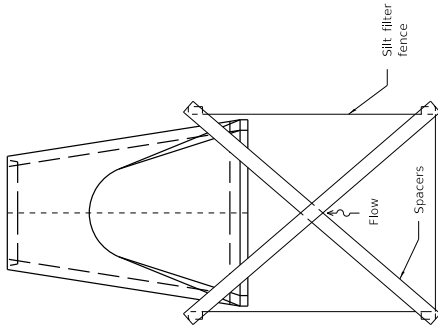
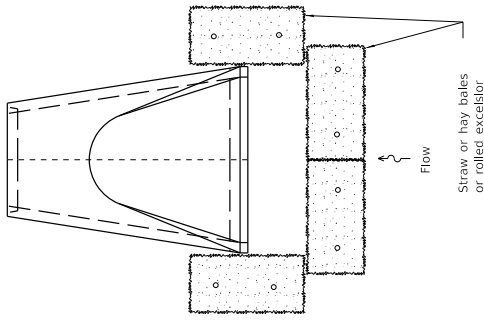
(Sheet 1 of 2)

STANDARD 280001-07

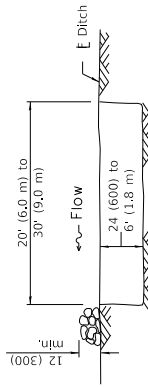
Illinois Department of Transportation

PASSED January 1, 2013
 Michael Bond
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2013
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-07

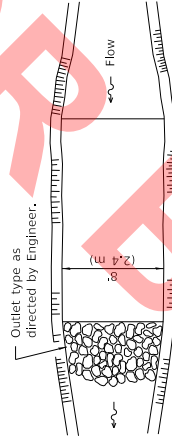


INLET AND PIPE PROTECTION



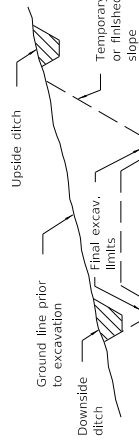
The performance of the basin will improve if put into a series.

ELEVATION

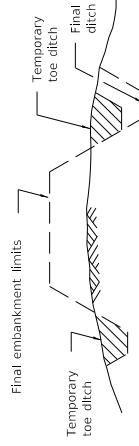


The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basins become 75% filled.

PLAN



TYPICAL CUT CROSS-SECTION



TYPICAL FILL CROSS-SECTION

SEDIMENT BASIN

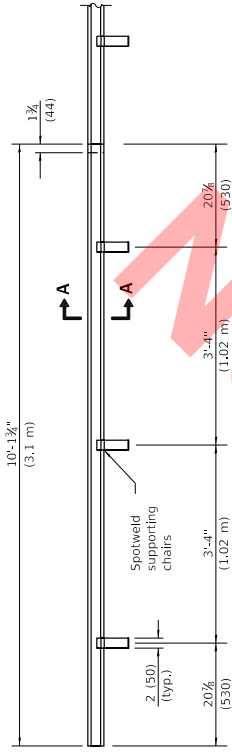
TEMPORARY DITCHES FOR CUT & FILL SECTIONS

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	2013 2013

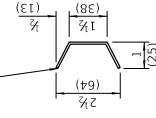
TEMPORARY EROSION CONTROL SYSTEMS

(Sheet 2 of 2)

STANDARD 280001-07

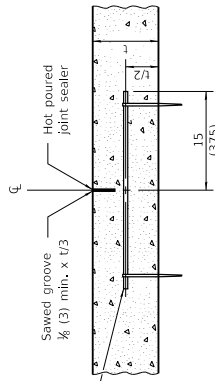


Sheet steel of suitable thickness to form keyway as detailed or approved equal.



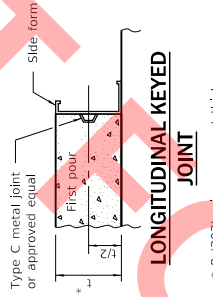
TYPE C METAL JOINT

SECTION A-A



No. 6x30 (No. 19x750) Tie bars at 36 (900) cts. (shown on support pins)

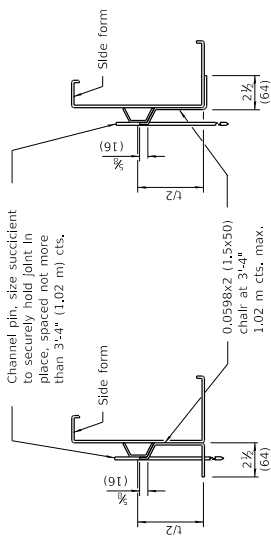
LONGITUDINAL SAWED JOINT



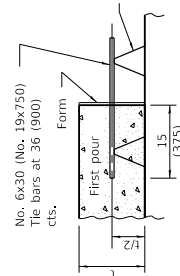
LONGITUDINAL KEYED JOINT

* 8 (203) min. pavement thickness for keyed joints.

SUPPORTING CHAIR ALTERNATE

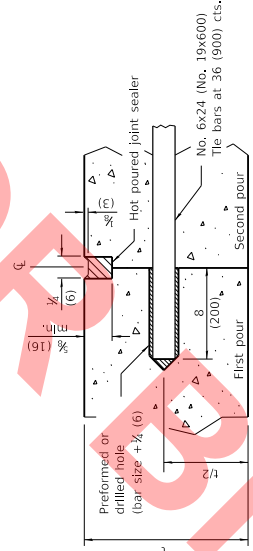


SUPPORTING CHAIR ALTERNATE



No. 6x30 (No. 19x750) Tie bars at 36 (900) cts.

LONGITUDINAL CONSTRUCTION JOINT (TIE BAR FORMED IN PLACE OR MECHANICALLY INSERTED)



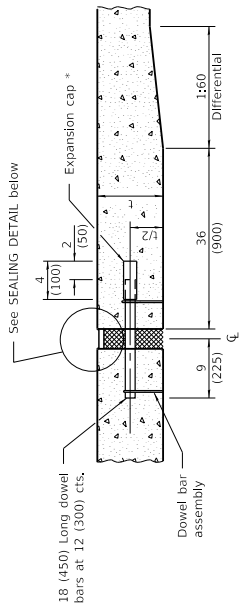
LONGITUDINAL CONSTRUCTION JOINT (TIE BAR GROUDED IN PLACE)

GENERAL NOTES
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-22	Revised DOWEL BAR TABLE on Sheet 2.
1-1-18	Changed tie bar spacing to 36 (900) cts. Revised DOWEL BAR TABLE.

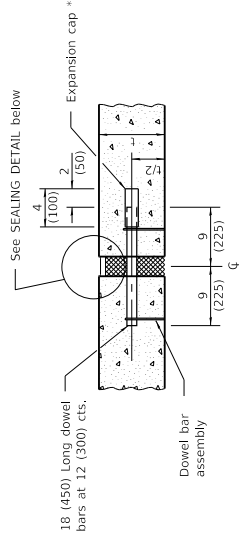
PAVEMENT JOINTS	
(Sheet 1 of 2)	
STANDARD 420001-10	

Illinois Department of Transportation
 PASSED January 1, 2022
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 APPROVED January 1, 2022
 ENGINEER OF DESIGN AND ENVIRONMENT

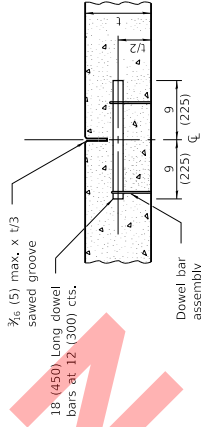


TRANSVERSE EXPANSION JOINT
(FOR PAVEMENTS WITH UNEQUAL THICKNESS)

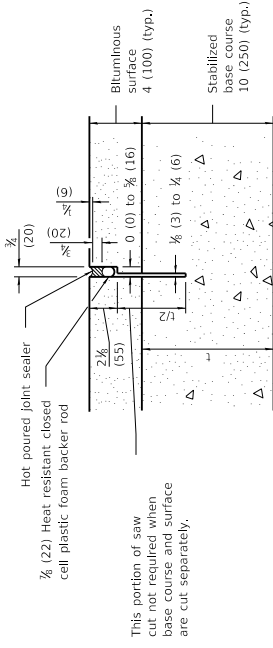
* Expansion caps shall be installed on the exposed end of each dowel bar once the header has been removed and the joint filler material has been installed.



TRANSVERSE EXPANSION JOINT
(FOR PAVEMENTS WITH EQUAL THICKNESS)



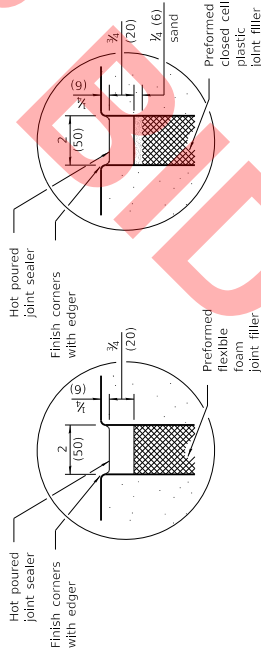
TRANSVERSE CONTRACTION JOINT



This portion of saw cut not required when base course and surface are cut separately.

TRANSVERSE CONTRACTION JOINT
(FOR CAM, CFA AND LFA BASE COURSE MIXTURES)

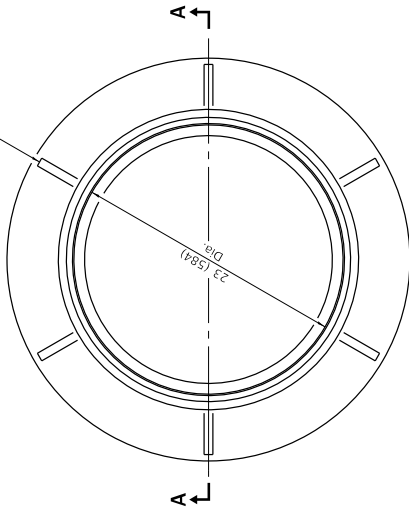
DOWEL BAR TABLE	
PAVEMENT THICKNESS	DOWEL BAR DIAMETER
10 (250) and greater	1 1/2 (38)
8.01 (201) thru 9.99 (249)	1 1/4 (32)
8 (200) and less	1 (25)



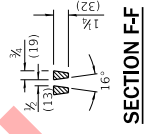
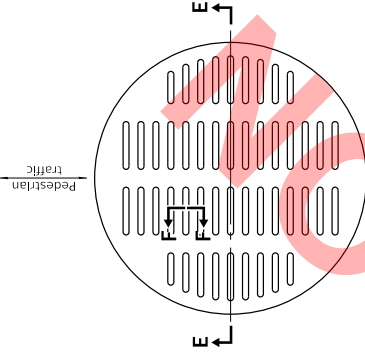
SEALING DETAIL

Illinois Department of Transportation
 PASSED January 1, 2022
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2022
 ENGINEER OF DESIGN AND ENVIRONMENT

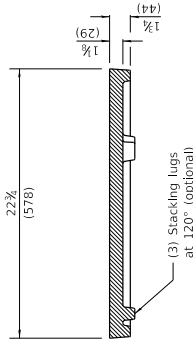
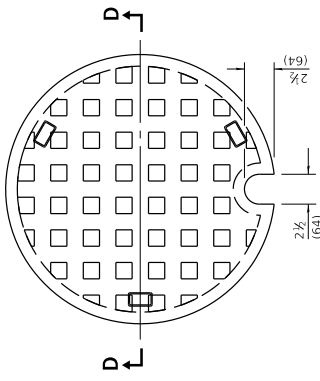
6 Gussets shown
10 permitted



CAST FRAME

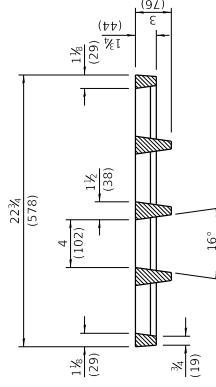


SECTION F-F



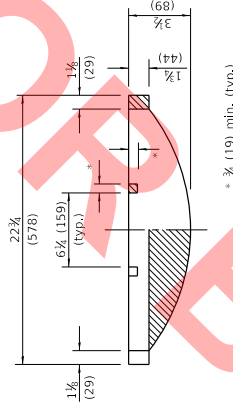
SECTION D-D

CAST CLOSED LID
Gray Iron Lid



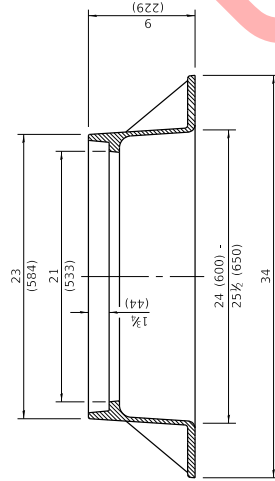
SECTION E-E

**ADA COMPLIANT
CAST OPEN LID**



SECTION B-B

CAST OPEN LID



SECTION A-A

Gray Iron

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

DATE	REVISIONS
1-1-20	Revised dimension in Section B-B of cast open lid.
1-1-15	Revised dimensioning of frame. Added ADA compliant open lid.
1-1-09	Switched units to English (metric).

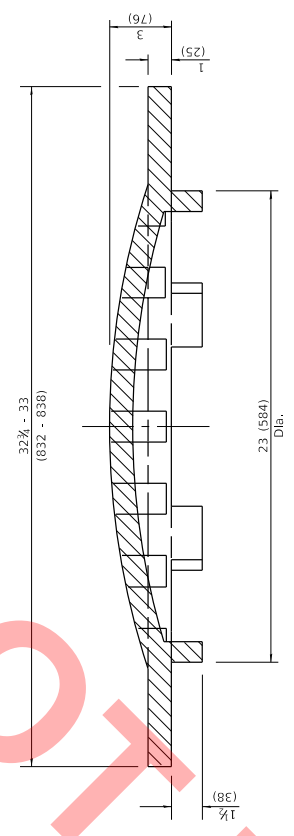
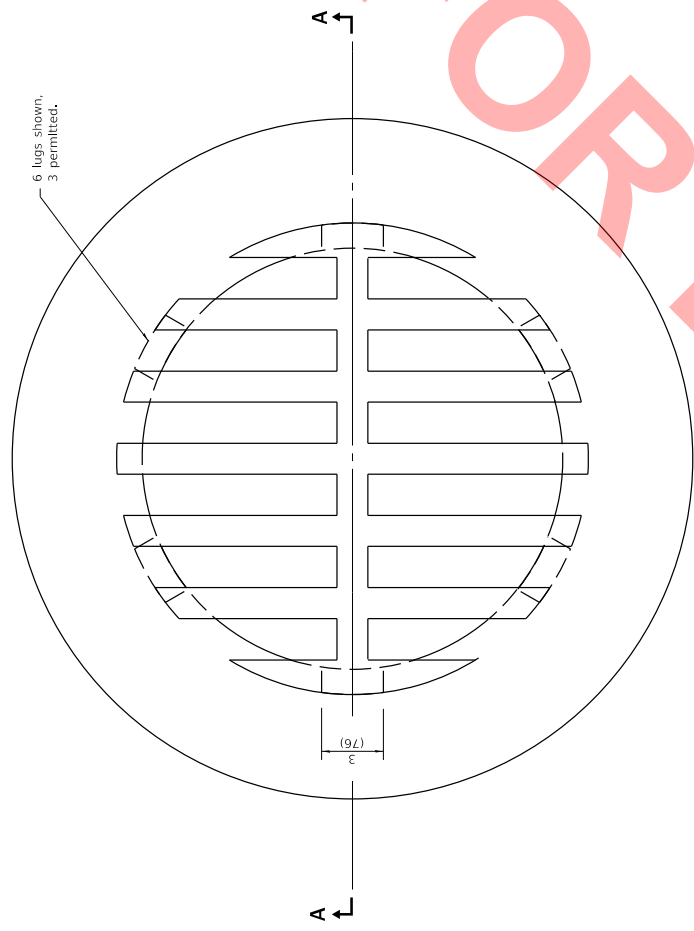
**FRAME AND LIDS
TYPE 1**

STANDARD 604001-05

Illinois Department of Transportation
 PASSED: [Signature] January 1, 2020
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED: [Signature] January 1, 2020
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-17

NOT FOR BID



SECTION A-A

CAST GRATE

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

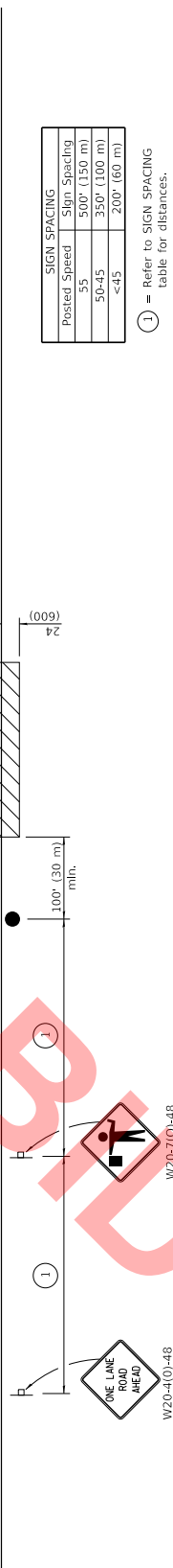
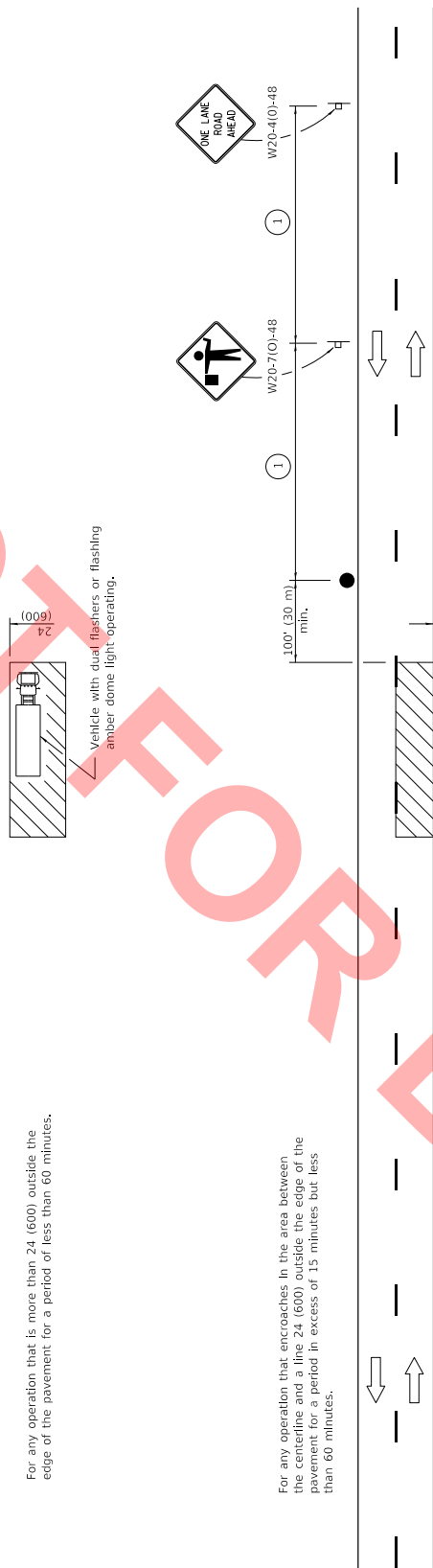
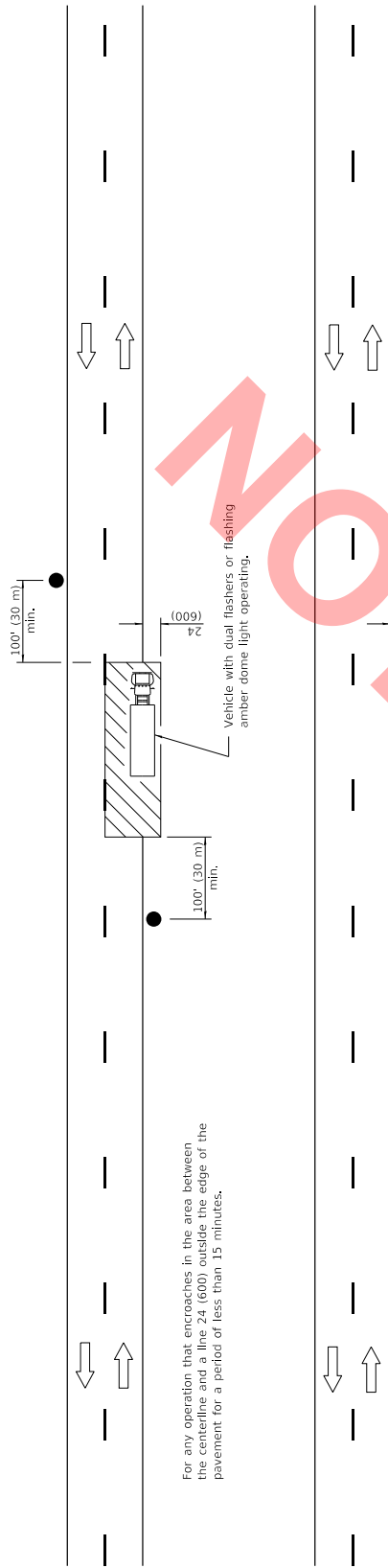
DATE	REVISIONS
1-1-15	Revised dimensions.
1-1-09	Switched units to English (metric).

GRATE TYPE 8

STANDARD 604036-03

Illinois Department of Transportation
 PASSED January 1, 2015
Michael Bond
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2015
[Signature]
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-07



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

① = Refer to SIGN SPACING table for distances.

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

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).

SYMBOLS	
	Work area
	Sign on portable or permanent support
	Flagger with traffic control sign

TYPICAL APPLICATIONS

- Marking patches
- Field survey
- String line
- Utility operations
- Cleaning up debris on pavement

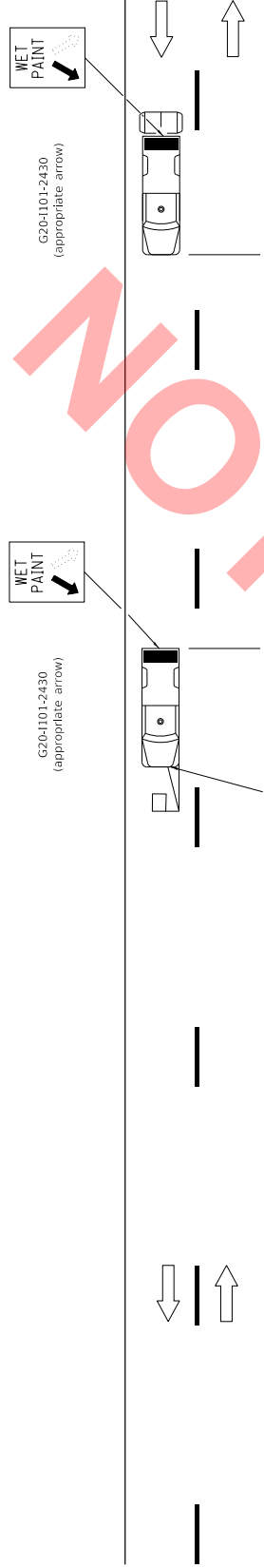
Illinois Department of Transportation

PASSED January 1, 2011
 APPROVED January 1, 2011
 ENGINEER OF SAFETY ENGINEERING
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-07

LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

STANDARD 701301-04



KEEP RIGHT
R4-7a-2430

200' (60 m)
min.*

WET PAINT

G20-1101-2430
(appropriate arrow)

* Distance varies depending on terrain and susceptibility of pavement marking or crack sealant to wheel tracking.

TYPICAL APPLICATIONS

- Landscape 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.

DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted Pass With Care sign.
1-1-00	Elim. speed restrictions in Standard title.

ILLINOIS DEPARTMENT OF TRANSPORTATION

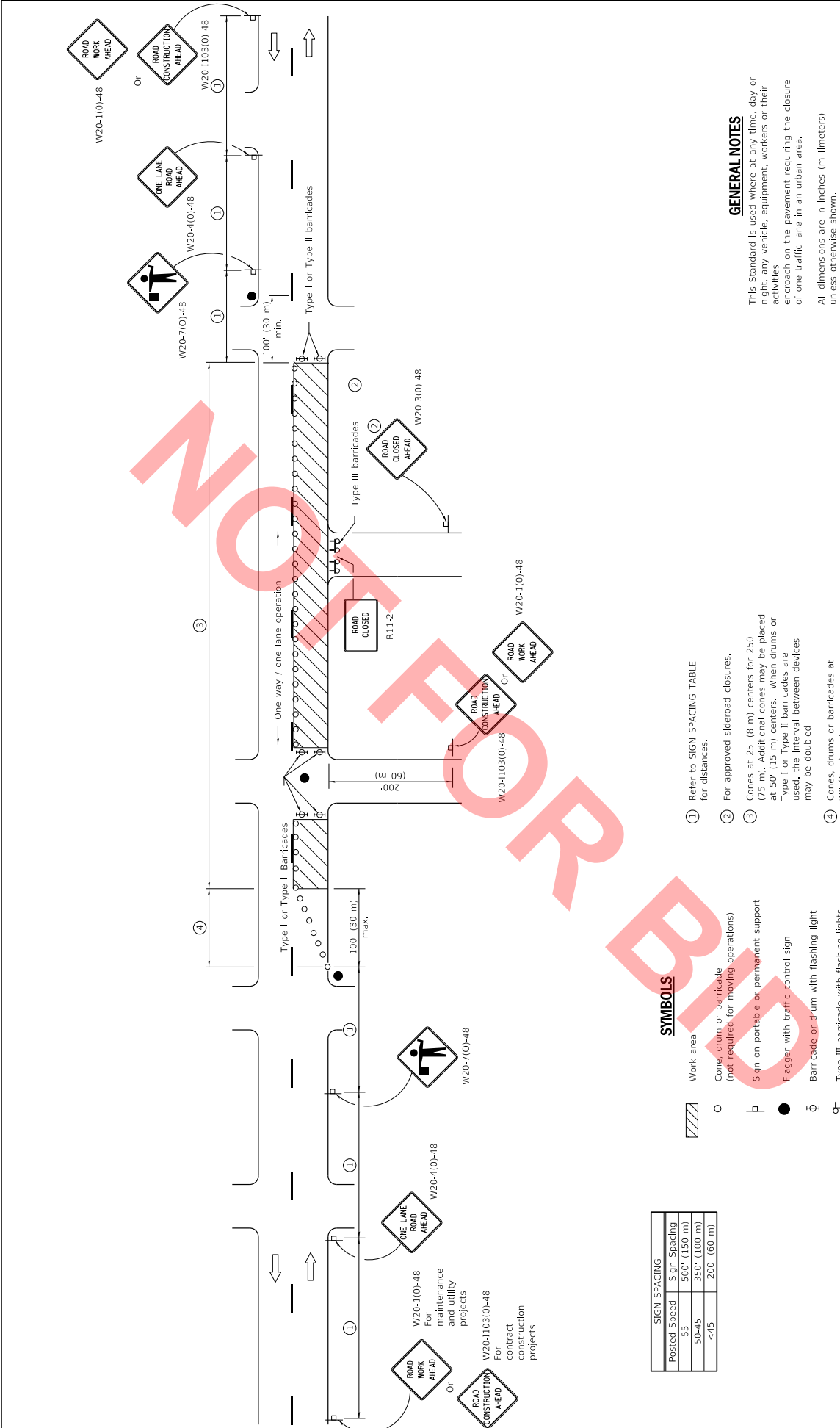
PASSED January 1, 2009
 ENGINEER OF OPERATIONS *[Signature]*

ISSUED 1-1-07

APPROVED January 1, 2009
 ENGINEER OF DESIGN AND ENVIRONMENT *[Signature]*

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 sideroad 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.

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**

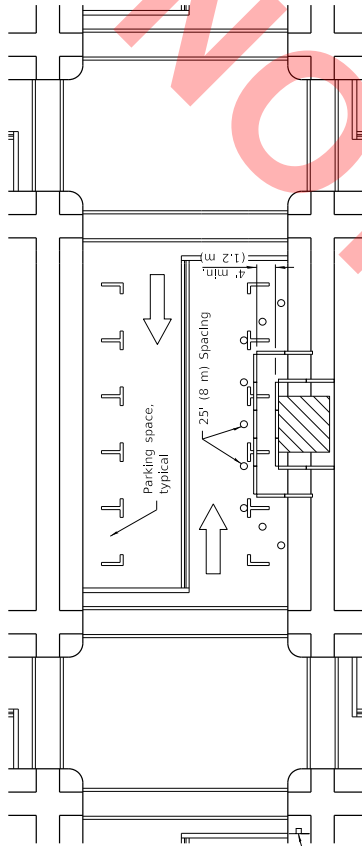
STANDARD 701501-06

Illinois Department of Transportation

PASSED January 1, 2011
Shirley A. O'Boa
 ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011
Jeffrey J. Zentgraf
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-07

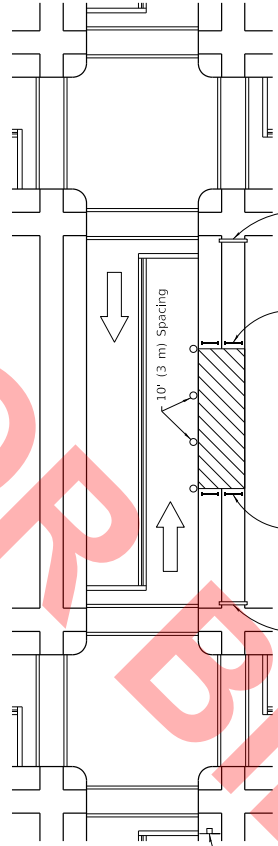


W20-1103(10)-48 for contract construction projects

Or

W20-1101-48 for maintenance and utility projects

SIDEWALK DIVERSION



W20-1103(10)-48 for contract construction projects

Or

W20-1101-48 for maintenance and utility projects

SIDEWALK CLOSURE

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

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 adjacent 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

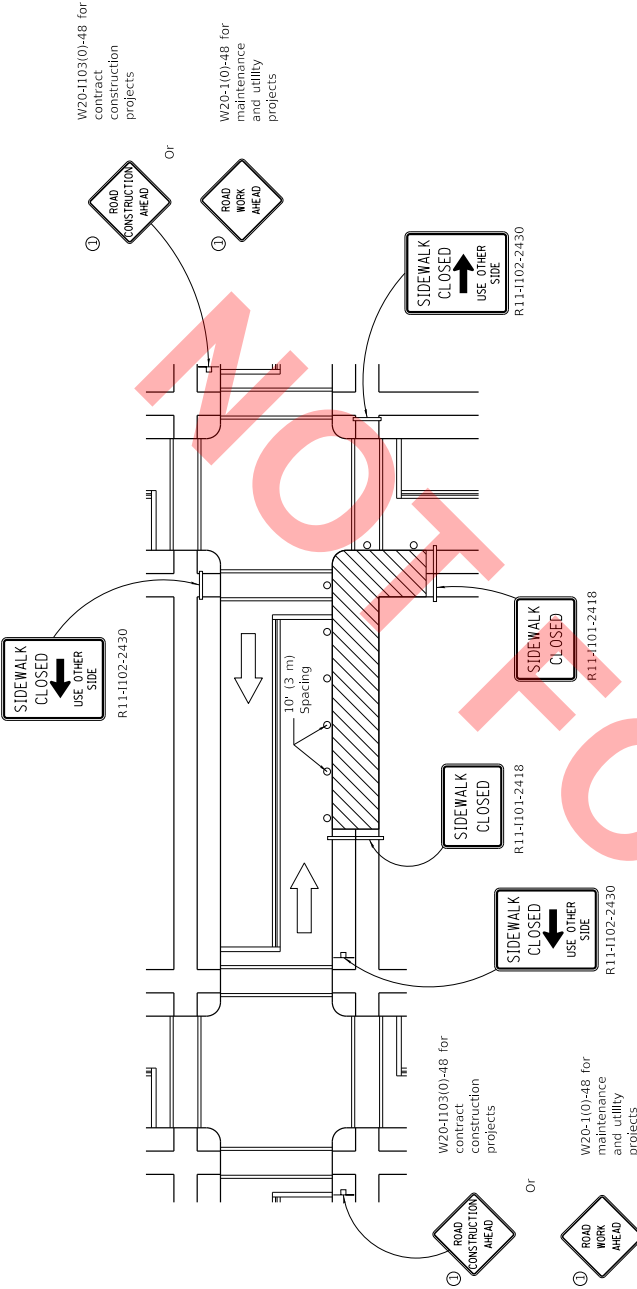
PASSED: APRIL 1, 2016

APPROVED: APRIL 1, 2016

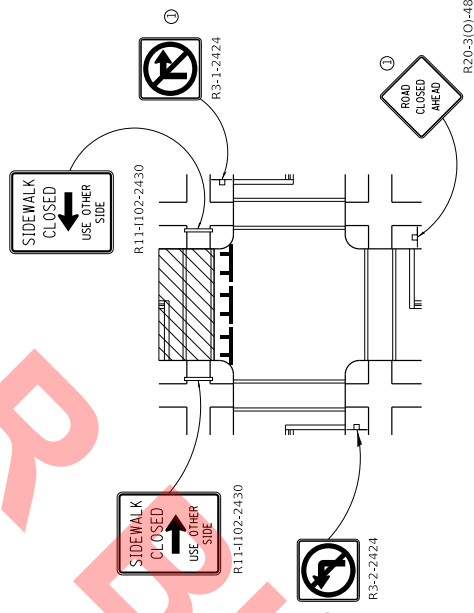
ENGINEER OF SAFETY ENGINEERING

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-07



CORNER CLOSURE



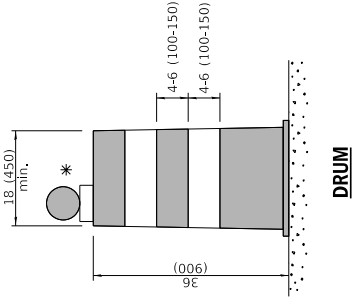
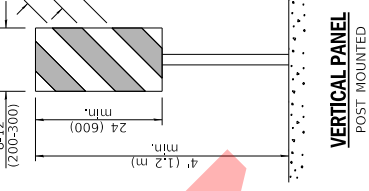
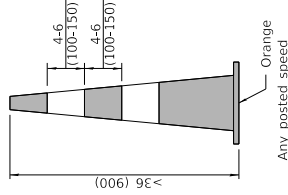
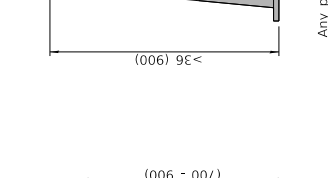
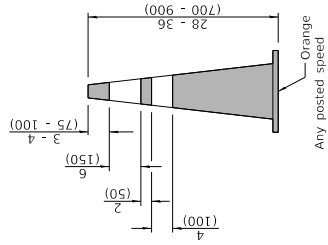
CROSSWALK CLOSURE

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

STANDARD 701801-06

Illinois Department of Transportation PASSED APRIL 1, 2016 ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-07
	APPROVED APRIL 1, 2016 ENGINEER OF DESIGN AND ENVIRONMENT



CONES

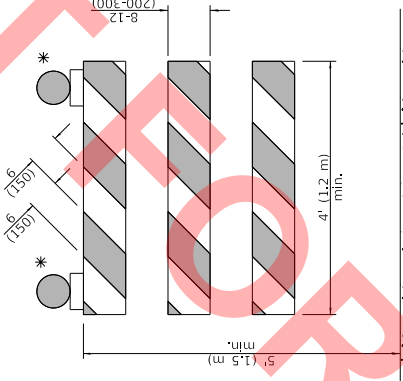
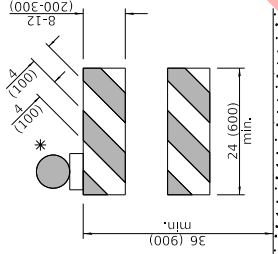
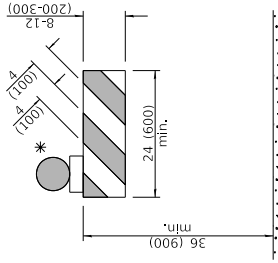
DAYTIME USE

DAY OR NIGHTTIME USE

TUBULAR MARKER

**VERTICAL PANEL
POST MOUNTED**

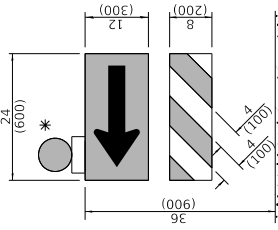
DRUM



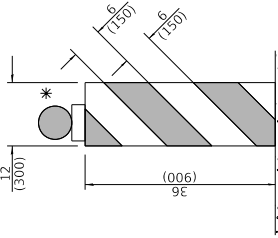
TYPE I BARRICADE

TYPE II BARRICADE

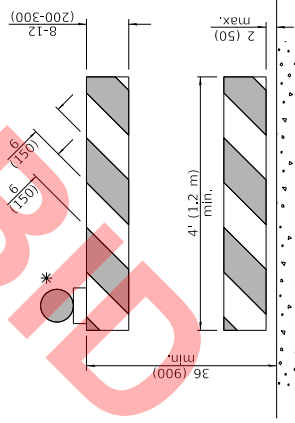
TYPE III BARRICADE



**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.

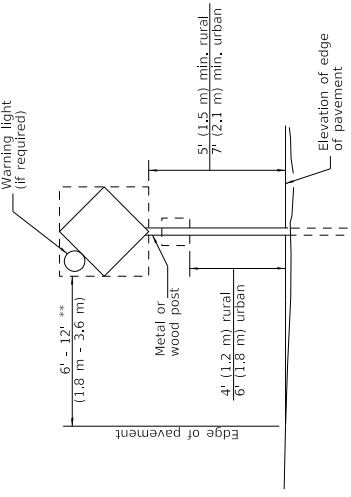
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Revised cone usage and added cones >36" (900 m) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

TRAFFIC CONTROL DEVICES	
(Sheet 1 of 3)	
STANDARD 701901-08	

Illinois Department of Transportation
 APPROVED January 1, 2019
 [Signature] ENGINEER OF SAFETY PROC. AND ENGINEERING
 APPROVED January 1, 2019
 [Signature] ENGINEER OF DESIGN AND ENVIRONMENT

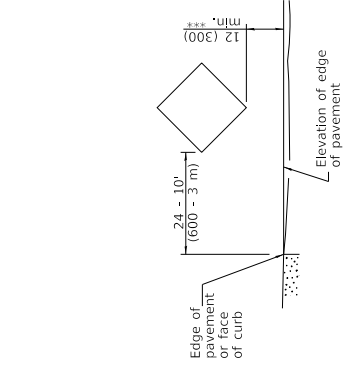
ISSUED 1-1-13



5' (1.5 m) min. embedment

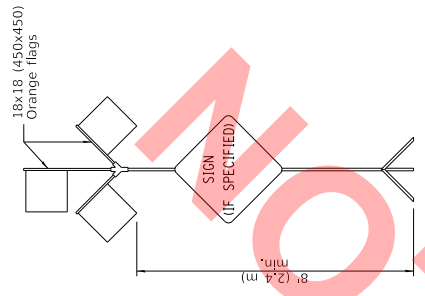
POST MOUNTED SIGNS

** 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 30' (900) to the top of the sign. The height shall be sufficient to be seen completely above the devices.



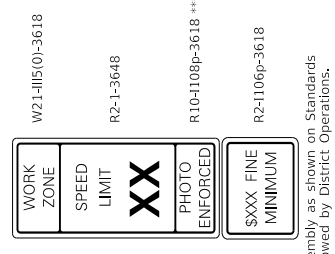
HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-6036

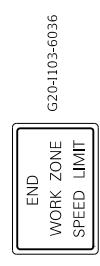
END CONSTRUCTION
G20-1105(0)-6024

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



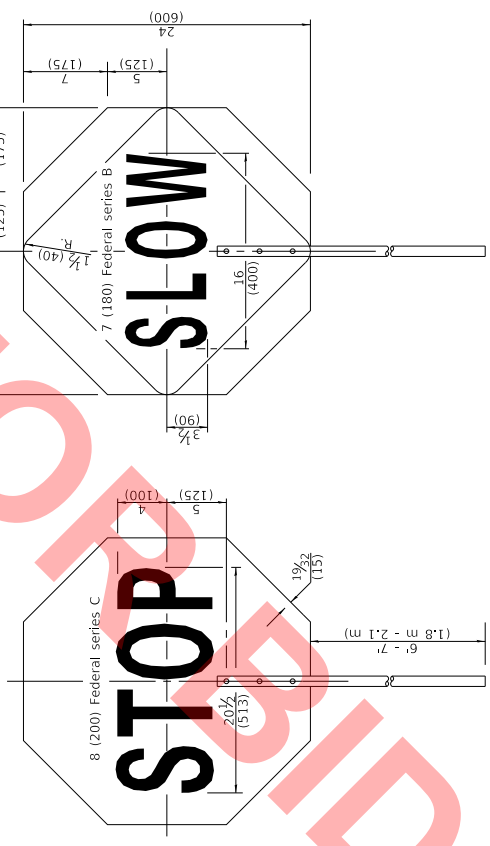
Sign assembly as shown on Standards or as allowed by District Operations.



This sign shall be used when the above sign assembly is used.

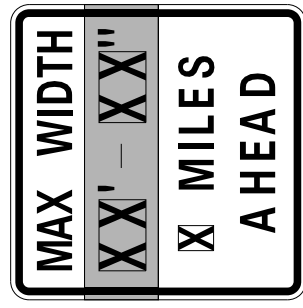
HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-1108p shall only be used along roadways under the jurisdiction of the State.



FRONT SIDE

REVERSE SIDE



W12-1103-4848

WIDTH RESTRICTION SIGN

XX-XX* width and X miles are variable.

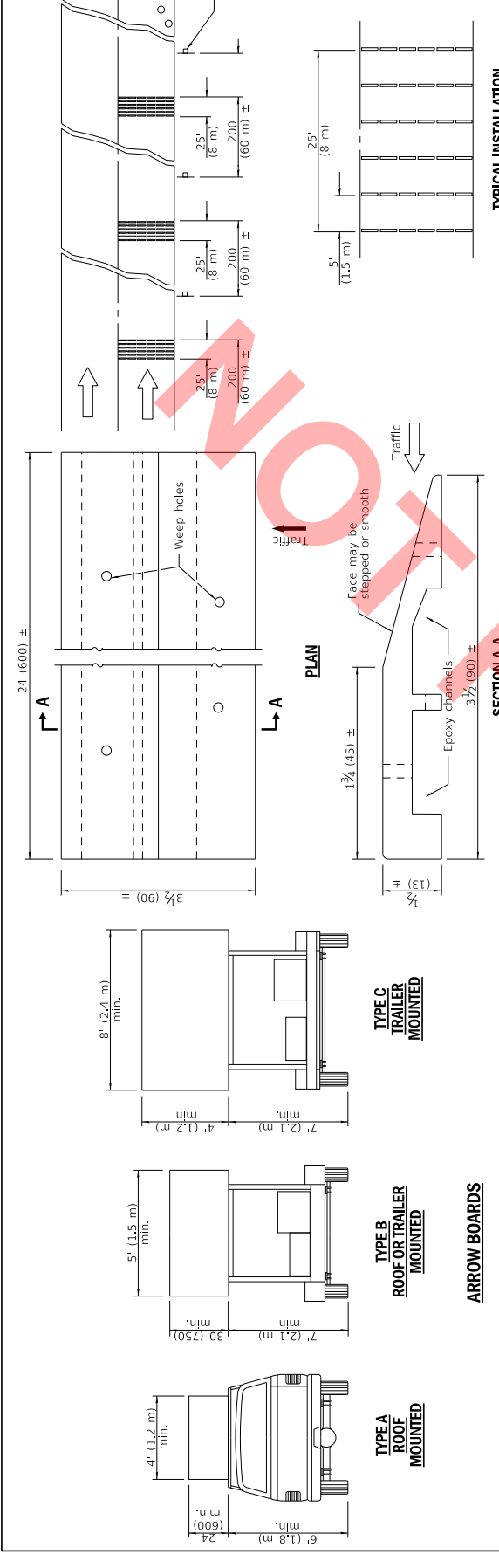
Illinois Department of Transportation
 APPROVED January 1, 2019
 ENGINEER OF SAFETY PROC. AND ENGINEERING
 APPROVED January 1, 2019
 ENGINEER OF DESIGN AND ENVIRONMENT

FLAGGER TRAFFIC CONTROL SIGN

REVERSE SIDE

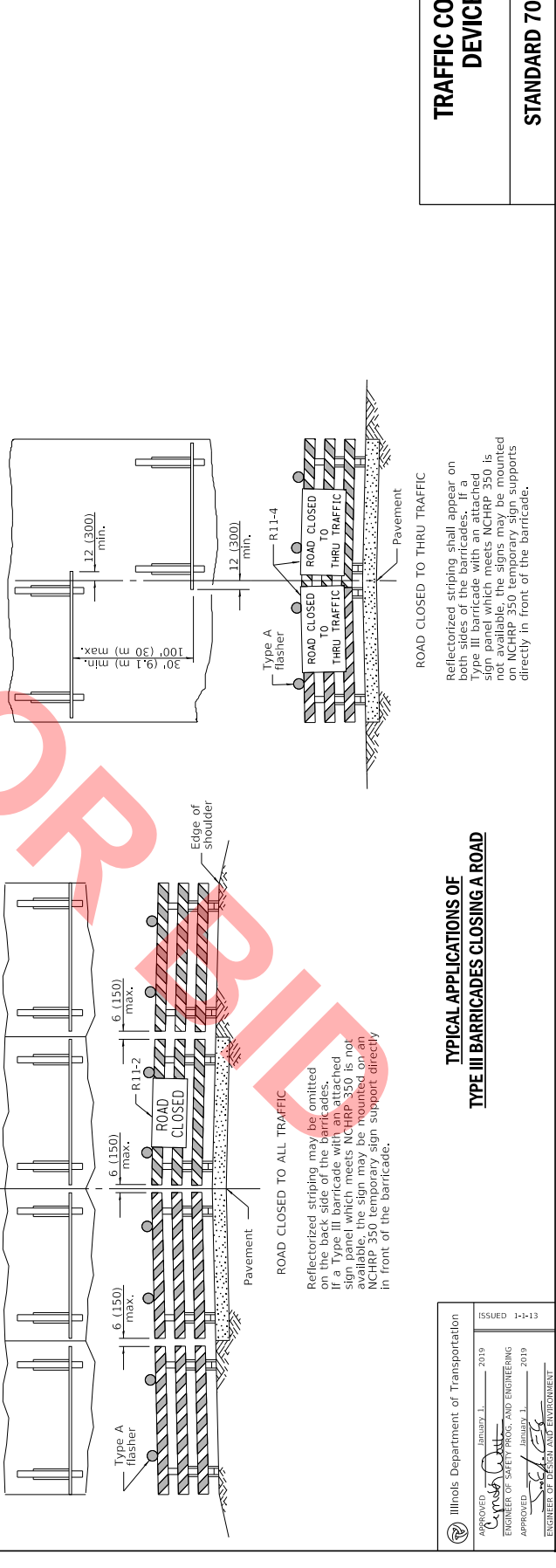
TRAFFIC CONTROL DEVICES
(Sheet 2 of 3)

STANDARD 701901-08



ARROW BOARDS

TEMPORARY RUMBLE STRIPS



TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade will be used with striping, the sign may be mounted on an MCHR 350 temporary sign support directly in front of the barricade.

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade will be used with striping, the sign may be mounted on an MCHR 350 temporary sign support directly in front of the barricade.

ILLINOIS DEPARTMENT OF TRANSPORTATION
 APPROVED: [Signature] January 1, 2019
 ENGINEER OF SAFETY PROC. AND ENGINEERING
 APPROVED: [Signature] January 1, 2019
 ENGINEER OF DESIGN AND ENVIRONMENT

TRAFFIC CONTROL DEVICES
 STANDARD 701901-08
 (Sheet 3 of 3)

**JACKSON POND OVERFLOW PROJECT
VILLAGE OF VILLA PARK**

APPENDIX E

**STORMWATER POLLUTION PREVENTION PLAN
NOTICE OF INTENT**

NOT FOR BID

NOT FOR BID



Route Jackson Pond Expansion Project	Marked Route West Highridge Road	Section Number N/A
Project Number	County DuPage	Contract Number

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

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

Signature	Date

Print Name	Title	Agency
	Director of Public Works	Village of Villa Park

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

I. Site Description:

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

b/w Jackson Road & W. Highridge Road and b/w Jackson Middle School & Harvard (41 52' 0"N, 87 58' 45"W)

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

Basin expansion, relief sewer installation and swale modifications.

C. Provide the estimated duration of this project:

4 months

D. The total area of the construction site is estimated to be 8.0 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 7.5 acres.

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

0.48

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

See attached exhibit 1.

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

See attached exhibit 2. Wetland shown is county data, but it was determined to be a manmade basin, which does not qualify as a regulatory wetland.

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

Excavations within basin and swale

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

During excavation activities for basin expansion, relief sewer, and swale modifications.

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

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

Village of Villa Park

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

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

Runoff is tributary to the detention basin north of Highridge Road, storm sewer and ultimately into Sugar Creek.

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

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

Memorial trees as located on the plans (south end of project adjacent to the swale modifications).

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

None.

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

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:

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

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

Applicable Federal, Tribal, State, or Local Programs

Floodplain

Project not located in regulatory floodplain limits

Historic Preservation

No identified historic districts or properties identified.

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

The name(s) of the listed water body:

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:

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

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

EcoCAT consultation terminated.

Other

Wetland

No wetland present.

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

Antifreeze / Coolants

Concrete

Concrete Curing Compounds

Concrete Truck Waste

Fertilizers / Pesticides

Paints

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

Soil Sediment

Solid Waste Debris

Solvents

Waste water from cleaning construction equipments

Other (Specify) _____

Other (Specify) _____

Other (Specify) _____

Other (Specify) _____

Other (Specify) _____

II. Controls:

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

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

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

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

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

The following stabilization practices will be used for this project:

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

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

Silt fence will be placed where excavation area may sheet flow offsite. Tree protection will be placed where necessary. Areas will be permanently stabilized with seed after construction and sidewalk is completed.

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

Erosion control blanket and permanent seeding will be used until vegetation is fully established.

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

- | | |
|--|---|
| <input type="checkbox"/> Aggregate Ditch | <input checked="" type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Concrete Revetment Mats | <input type="checkbox"/> Stabilized Trench Flow |
| <input type="checkbox"/> Dust Suppression | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Dewatering Filtering | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Gabions | <input type="checkbox"/> Temporary Ditch Check |
| <input type="checkbox"/> In-Stream or Wetland Work | <input type="checkbox"/> Temporary Pipe Slope Drain |
| <input type="checkbox"/> Level Spreaders | <input type="checkbox"/> Temporary Sediment Basin |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Temporary Stream Crossing |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Turf Reinforcement Mats |
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Retaining Walls | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Riprap | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Rock Outlet Protection | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Other (Specify) _____ |

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

Perimeter erosion barrier will be in place in areas sloping away from the project. Storm structures within and adjacent to the work area will be protected with inlet filters. A temporary riser will be placed on outlet from basin for protection during construction. Rock check dams will be placed in swale downstream of modification limits.

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

The structural practices listed will remain in place until all vegetation has established as stabilized.

D. Treatment Chemicals

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

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

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

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

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

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

Description of permanent storm water management controls:

Riprap will be placed at all storm sewer discharge locations into basin.

F. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the IEPA's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

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 cons
-
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operation
 - Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
 - Permanent stabilization activities for each area of the project
2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
 - Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal - Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
 - Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
 - Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

Erosion and sediment control measures should be inspected at least once a week and after any rainfall event of greater than 0.5 inches or equivalent snowfall. The contractor is responsible for maintenance of all erosion control measures.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site including Borrow, Waste, and Use Areas, which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report, BC 2259. Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt

occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

NOT FOR BID



Contractor Certification Statement



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 Contractor/subcontractor completing this form.

Route JACKSON POND EXPANSION PROJECT	Marked Route West Highridge Road	Section Number N/A
Project Number	County DuPage	Contract Number

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. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Additionally, 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.

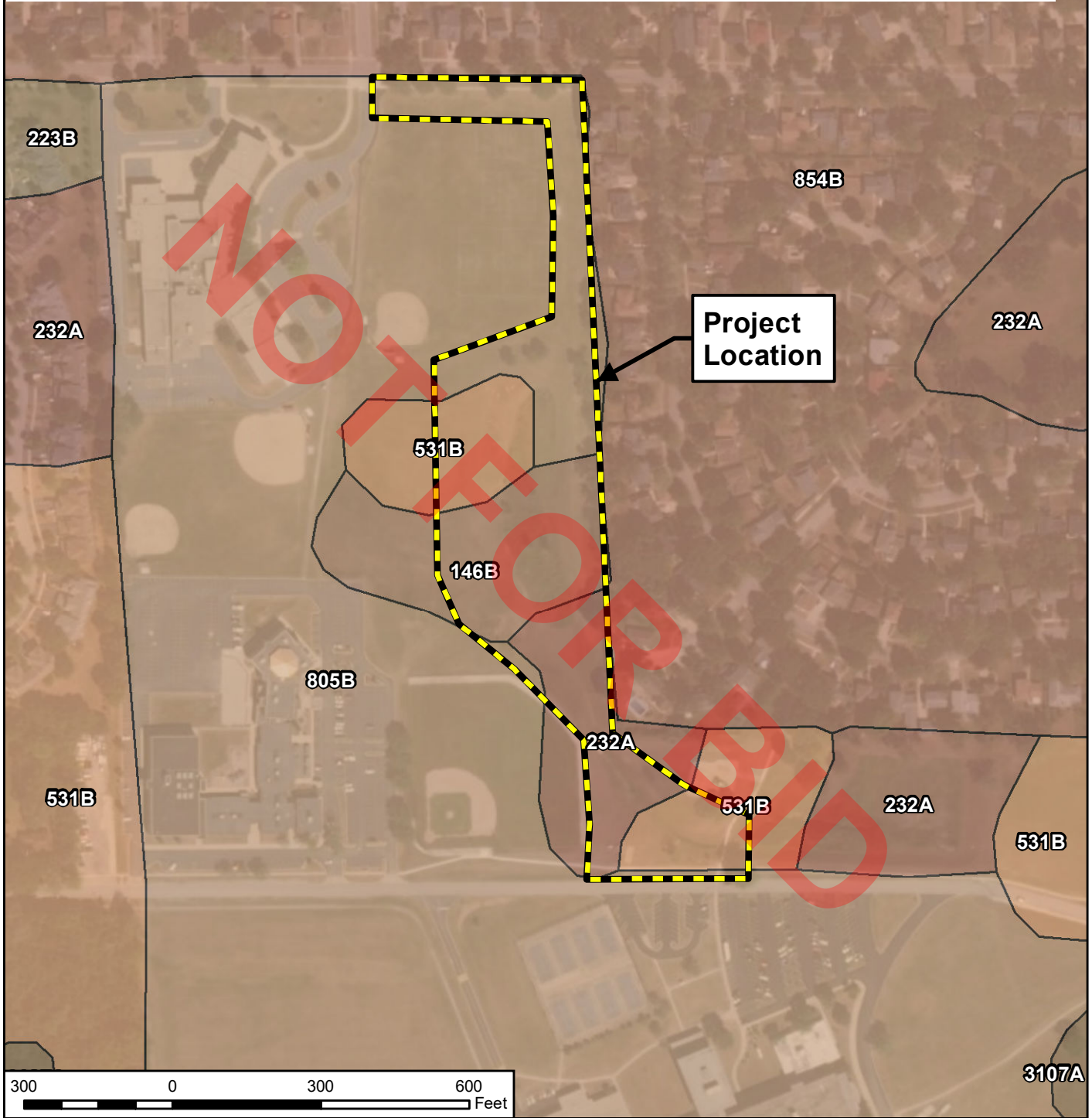
- Contractor
- Sub-Contractor


Signature	Date		
Print Name	Title		
Name of Firm	Phone		
Street Address	City	State	Zip Code
Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP			

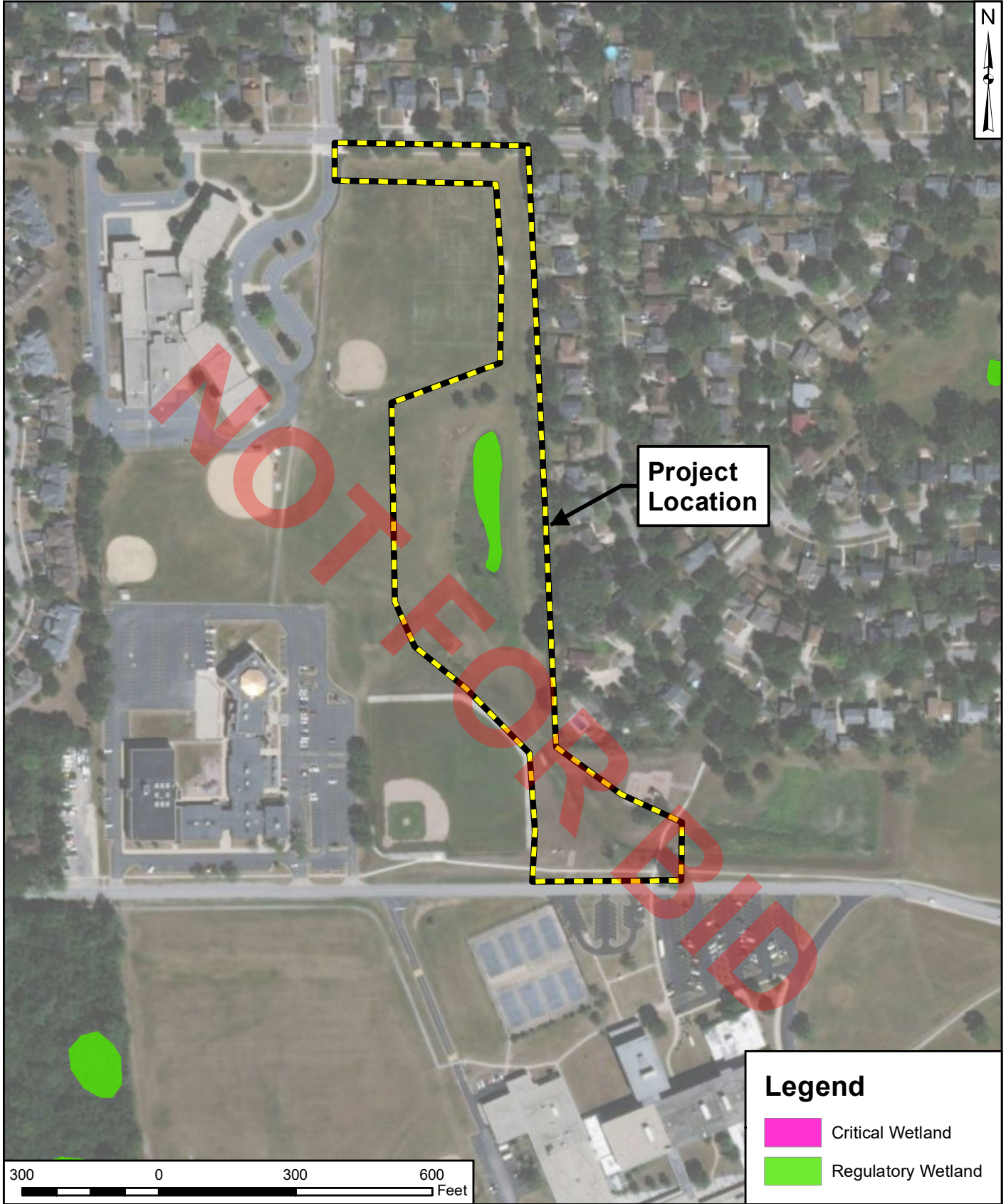
Summary by Map Unit — DuPage County, Illinois (IL043)

Summary by Map Unit — DuPage County, Illinois (IL043)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
146B	Elliott silt loam, 2 to 4 percent slopes	C/D	2.1	24.7%
232A	Ashkum silty clay loam, 0 to 2 percent slopes	C/D	1.6	19.0%
531B	Markham silt loam, 2 to 4 percent slopes	C	1.8	21.2%
805B	Orthents, clayey, undulating	D	3.0	35.0%
854B	Markham-Ashkum-Beecher complex, 1 to 6 percent slopes	C/D	0.0	0.2%
Totals for Area of Interest			8.5	100.0%



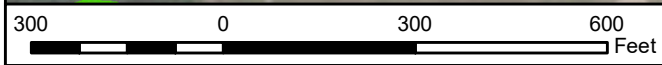
 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com	PROJECT NO.: 6295.JPI_Final	CLIENT: Village of Villa Park	TITLE: NRCS SOIL SURVEY OF DUPAGE COUNTY	
	CREATED BY: CWH	DATE: 06/29/2022	BASE LAYER: ArcMap Aerial	SITE: Jackson Middle School Basin Expansion Villa Park, IL
Visio, Vertere, Virtute... "The Vision To Transform with Excellence"	SCALE: See Scale Bar			




Project Location

Legend

- Critical Wetland
- Regulatory Wetland



 <p>7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com</p>	<p>PROJECT NO.: 6295.JPI_Final</p>	<p>CLIENT: Village of Villa Park</p>	<p>TITLE: DUPAGE COUNTY WETLANDS</p>	
	<p>CREATED BY: CWH</p>	<p>DATE: 06/29/2022</p>	<p>BASE LAYER: ArcMap Aerial</p>	<p>SITE: Jackson Middle School Basin Expansion Villa Park, IL</p>
<p>Visio, Vertere, Virtute... "The Vision To Transform with Excellence"</p>	<p>SCALE: See Scale Bar</p>			

APPENDIX F

INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. 17-76)

NOT FOR BID

Resolution No. 17-76

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF VILLA PARK, SCHOOL DISTRICT 45 AND THE
DUPAGE COUNTY REGIONAL BOARD OF SCHOOL TRUSTEES FOR THE
GRANTING OF EASEMENTS FOR THE VILLAGE'S SUGAR CREEK STORM
WATER DETENTION PROJECT**

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, the Village and School District 45 (the "District") are units of local government and public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (the "Act") and are authorized by the Act and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements of cooperation; and,

WHEREAS, the DuPage County Regional Board of School Trustees (the "Regional Board") is the owner of property on which is located Jackson Middle School operated by the District and its related parking facilities and recreational fields; and,

WHEREAS, the Regional Board and District have authority pursuant to Section 5-30 of the School Code (105 ILCS 5/5-30) to grant temporary or permanent easements for water drainage to municipalities; and,

WHEREAS, pursuant to a prior Intergovernmental Agreement dated January 6, 1992, the Regional Board and District granted the Village a storm water easement along the eastern side of its property for storm water purposes; and,

WHEREAS, the Village constructed in 1992 certain storm water improvements within that easement to assist in the detention of storm water in the Village; and,

WHEREAS, the Village funded a recent study of the Sugar Creek watershed that determined that additional storm water detention would improve the storm water facilities in the Village; and,

WHEREAS, the Village as part of the Sugar Creek Watershed Study is planning for the expansion of the storm water detention basins currently located on both Village and District property adjacent to the District's Jackson Middle School (the "Project"); and,

WHEREAS, this Project will be conducted in two phases with the first phase of basin expansion and grading on Village property including storm water mains connecting east to Sugar Creek and phase two involving grading on District property and a storm water main from Jackson Street through the District's property; and,

WHEREAS, as a part of the construction of the expanded storm water detention the Village's plans will include use of soil removed to be used for fill to level and improve the District's recreational fields; and,

WHEREAS, the Village has requested from the District an additional approximately 1.15 acre permanent stormwater easement expanding the existing storm water easement to the Village for the creation of an expanded storm water detention area; and,

WHEREAS, the Village has requested from the District a temporary construction easement over existing open space and recreational areas for the work regrading, placement of soil, and installation of recreational facilities within the permanent storm water easement to expand and level the District's property for more usable recreational

Resolution No: 17-76

space; and,

WHEREAS, the Village and District agree to cooperate for the completion of this Project that will benefit both the District and residents of the Village.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:


Section 1: That the *INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK, ILLINOIS, SCHOOL DISTRICT 45 AND THE DUPAGE COUNTY REGIONAL BOARD OF SCHOOL TRUSTEES FOR THE GRANTING OF EASEMENTS FOR THE VILLAGE'S SUGAR CREEK STORM WATER DETENTION PROJECT*, that is attached hereto and made a part hereof by reference as Exhibit A, between the Village of Villa Park, School district 45 and the Regional Board of School Trustees be and is hereby approved and Village President and Village Clerk are hereby authorized to execute said Intergovernmental Agreement on behalf of the Village.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 23rd day of October, 2017, pursuant to a roll call vote as follows:

AYES:	7
NAYS:	0
ABSENT:	0

APPROVED this 23rd day of October, 2017


Village President

Attest: 
Village Clerk





BOARD OF EDUCATION
School District 45, DuPage County
Villa Park, Illinois

Board Meeting, October 16, 2017

SUBJECT: INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK, ILLINOIS, SCHOOL DISTRICT 45 AND THE DUPAGE COUNTY REGIONAL BOARD OF SCHOOL TRUSTEES FOR THE GRANTING OF EASEMENTS FOR THE VILLAGE'S SUGAR CREEK STORM WATER DETENTION PROJECT

(Recommended by the Superintendent)

That the Board of Education

Approve the Intergovernmental Agreement Between the Village of Villa Park, Illinois, School District 45 and the DuPage County Regional Board of School Trustees for the Granting of Easements for the Village's Sugar Creek Storm Water Detention Project.

Background Information

This IGA will provide the necessary easements so the Village can perform the much needed Storm Water Upgrades for the Village.

**AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF VILLA PARK, ILLINOIS AND SCHOOL DISTRICT 45
FOR THE GRANTING OF EASEMENTS FOR THE VILLAGE'S SUGAR
CREEK STORM WATER DETENTION PROJECT**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Village of Villa Park (the "Village") and the Board of Education of School District 45, DuPage County Illinois (the "District").

WHEREAS, the Village and School District are units of local government and public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (the "Act") and are authorized by the Act and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements of cooperation; and,

WHEREAS, Pursuant to 105 ILCS 5/10-22.35B, title to all school sites and buildings and school sites used or occupied for school purposes by a school district located in a Class I county school unit vested in the school board of the school district, and legal title to those school buildings and school sites transferred by operation of law to the school board of the school district; and,

WHEREAS, the District is the owner of property on which is located Jackson Middle School operated by the District and its related parking facilities and recreational fields that is legally described in Exhibit A attached hereto and made a part hereof; and,

WHEREAS, the District has authority pursuant to Section 5-30 of the School Code (105 ILCS 5/5-30) to grant temporary or permanent easements for water drainage to municipalities; and,

WHEREAS, pursuant to a prior Intergovernmental agreement dated January 6, 1992, the DuPage County Regional Board of School Trustees (the "Regional Board") and District granted the Village a storm water easement along the eastern side of the District's property for storm water purposes; and,

WHEREAS, the Village constructed in 1992 certain storm water improvements within that easement to assist in the detention of storm water in the Village; and,

WHEREAS, the Village funded a recent study of the Sugar Creek watershed that determined that additional storm water detention would improve the storm water facilities in the Village; and,

WHEREAS, the Village as part of the Sugar Creek Watershed Study is planning for the expansion of the storm water detention basins currently located on both Village and District property adjacent to the District's Jackson Middle School and as shown on the following exhibits:

Exhibit B, Drawing 1, Jackson Middle School conceptual grading and cross-sections

Exhibit C, Drawing 2, Jackson Middle School conceptual grading and cross-sections locations

Exhibit D, Drawing 3, Jackson Middle School and Village property grading exhibit with spring field layout

Exhibit E, Drawing 4, Jackson Middle School and Village property grading exhibit with fall field layout

Exhibit F, Drawing 5, Phasing Plan

Exhibit G, Drawing 6, Jackson Middle School easements

Exhibit H, Drawing 7, Jackson Middle School and Village property grading exhibit with easements

all as attached hereto and made a part hereof and all such improvements described as the "Project"; and,

WHEREAS, this Project will be conducted in two phases with the first phase of basin expansion and grading on Village property including storm water mains connecting east to Sugar Creek and phase two involving grading on District property and a storm water main from Jackson Street through the District's property to the detention swales as shown on the Exhibit F Phasing Plan; and,

WHEREAS, as a part of the construction of the expanded storm water detention the Village's plans will include use of soil removed to be used for fill to level and improve the District's recreational fields; and,

WHEREAS, the Village has requested from the District an additional approximately 1.15 acre permanent stormwater easement expanding the existing storm water easement to the Village for the creation of an expanded storm water detention area as shown on Exhibit G and legally described in Exhibit A; and,

WHEREAS, the Village has requested from the District a temporary construction easement over existing open space and recreational areas for the work regrading, placement of soil, and installation of recreational facilities within the permanent storm water easement to expand and level the District's property for more usable recreational space; and,

WHEREAS, the Village and the District agree to cooperate for the completion of this Project that will benefit both the District and residents of the Village; and,

WHEREAS, the Village and the District previously drafted and approved this Intergovernmental Agreement for the Granting of Easements for the Village's Sugar Creek Storm Water Detention Project, but such agreement included a scrivener's error referring to the Regional Board's previous ownership of the property and a signature block for the Regional Board; and,

WHEREAS, the Village and the District seek to amend this this Intergovernmental Agreement for the Granting of Easements for the Village's Sugar Creek Storm Water Detention Project to correct and remove such scrivener's error.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Village and the District hereby agree as follows:

1. That the above whereas clauses are hereby incorporated into and made a part of this Agreement as though fully set forth herein.
2. The Village agrees to prepare and pay for the construction plans to implement the Project and storm water improvements as shown on Exhibits B through H. Prior to letting the Project for bid, the Village shall provide a copy of those construction plans to the District for its review and approval.
3. The Village agrees that the installation of all improvements for the Project shall be done (a) in compliance with all applicable federal, state, and local laws, including the Villa Park Municipal Code, (b) in a good and workmanlike manner and (c) all at the sole expense of the Village.
4. The District agrees to grant to the Village:
 - A. A permanent storm water easement over, upon, under and through the District's property described in Exhibit A to construct, reconstruct, repair, inspect, maintain and operate a storm water drainage facility and all appurtenances as described on the Plat of Easement attached hereto and made a part hereof as Exhibit A which shall be approved by the District within 30 days of the approval of this Agreement. The District reserves the right to use the easement for any lawful purposes which will not interfere, obstruct or be inconsistent with the Village's use of the easement provided the District shall not erect or construct any structure in the easement, change the topographic profile, or take any action which will interfere with the drainage without the expressed written approval of the Village.
 - B. A temporary construction easement for the earlier of: (i) a period of two years from the date of this agreement or (ii) until completion of the Project, to construct, grade, regrade, excavate and fill over, upon, under and through the Property as described on the Plat of Easement attached hereto and made a part hereof as Exhibit A which shall be approved by the District within 30 days of the approval of this Agreement.
5. The Village agrees to the following conditions regarding the construction of the Project:
 - A. That the Village shall have the Project constructed in substantial compliance with Exhibits B through H and the construction documents approved by the District. The Village and District shall work together to approve any changes to those plans during the construction of the Project with any such changes remaining as much as possible to the intent of the Exhibits and plans.
 - B. That the Project shall be constructed to have only detention of storm water and not to have permanent retention of storm water in the easement areas.

- C. Construction within the easement areas, pursuant to the temporary construction easement, shall be as much as possible occurring during times when school is not in session. Days of construction shall be agreed to between the District Superintendent and Village Manager. The Village shall provide the District with a copy of the construction schedule for the Project at least twenty-one (21) days prior to commencing any work or construction on the Project. The Village shall also designate a specific route or location that the Village will access the easement, and a general plan for the placement of any equipment, tools, or materials. The construction schedule, access points, and plan for placement of equipment shall be collectively referred to as the "Construction Plan". The Village shall not commence work or construction on the Project until the District gives written authorization of the Construction Plan. In the event the Village needs to access the property as described on the Plat of Easement on Exhibit A at any time other than as set forth on the Construction Plan authorized by the District, the Village shall request access from the District at least forty-eight (48) hours before the requested time to access. The District shall have the right to deny the Village access to the property if said access would interfere with the District's classes or other educational endeavors, student activities, faculty trainings or meetings, community meetings or other events previously scheduled. If the District denies access for any of these reasons, the District and the Village agree to cooperate in finding a mutually agreeable time for the Village to access the property.
- D. That construction and any work on Phase Two shall not begin until Phase One has been completed and grass turf established in the Phase One area unless agreed to by mutual written consent of the Village and the District.
- E. The Village agrees to minimize any adverse impact on the District's property, including the District's use of the property, during the course of the Project. The Village agrees that all of the District's property, including the baseball field located east of Jackson Middle School, shall be restored to the equivalent or better condition as part of the Project.
- F. That the two baseball fields located outside the easement area will remain usable during the construction of the Project.
- G. That when construction is being performed within the permanent storm water easement or temporary construction easement, the Village shall have the easement areas enclosed by a construction fence and shall take all other reasonable safety precautions. The Village agrees that at all times it is solely responsible for: (i) the safety of any work or construction performed on the easement, (ii) any acts or omissions performed by its employees or contractors while accessing the easement or on the District's property, (iii) securing the easement to prevent access to any unsafe or dangerous conditions on the easement, and (iv) securing any equipment, tools, material, or other personal property that is on the easement.
- H. The Village agrees to and shall defend, indemnify, and hold harmless the District, its Board members, officers, agents and employees from all and any liability, losses,

costs, damage or expense, or injury to person or property, including reasonable attorney's fees, and other reasonable costs of defense, arising out of or resulting from the acts or omissions of the Village, its agents, employees, officers, or contractors as part of this Project, or from the Village's breach of this Agreement.

- I. The Village shall continue to remain a member in good standing with the Intergovernmental Risk Management Agency that provides its liability insurance coverage. The Village shall cause the District, its Board of Education, individual Board members, officers, employees, agents, representatives, and volunteers, to be named as additional insureds on these policies by endorsement. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to the District. The commercial general liability policy shall, by endorsement, provide contractual liability coverage, including the indemnity obligations provided in this Agreement. Each such policy shall include, by endorsement, a requirement of at least thirty (30) days' written notice to the District prior to any termination or cancellation of or material amendment to that policy. Upon execution of this Agreement, the Village shall furnish to District certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

Type	Limits
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$3,000,000

- J. If the District wishes to add improvements beyond that of what the Village proposes, it may do so at its expense.
- K. The easements set forth in Sections 4.a. and 4.b. of this Agreement shall be used and enjoyed solely by the Village and its duly authorized employees, agents, contractors, subcontractors, and material suppliers (collectively the "Village Group") for the sole purposes set forth in this Agreement, and the Village shall not assign its easement rights in whole or in part, nor shall it grant any license or permission to any other third-party to traverse, enter upon, or otherwise use the easement without the express written consent of the District.
- L. The Village agrees not to bring any equipment, machinery, or materials onto or remain on any portion of the District's property other than on the easement or as set forth on the Construction Plan.

- M. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the District's property except in compliance with applicable law or as needed for vehicles or equipment; provided that the Village shall be liable for any damage to or contamination of the District's property resulting from such activity or use. As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.
- N. Any soil that the Village uses to fill, level, improve, or otherwise place on the District's property, shall be tested by the Village or by a certified and licensed geotechnical engineering firm or other professional at the Village's expense. The soil shall not contain any hazardous materials hazardous substances, and shall not contain contaminant concentrations exceeding the limits set by the Illinois Environmental Protection Agency. Village shall provide the testing results to the District's Superintendent prior to placing the soil on the District's property. This section shall apply to all soil placed on the District's property, regardless of whether the soil was removed from the District's property as part of this Project or whether the soil was taken from an off-site location.
- O. At all times, the Village shall keep the District's property free of accumulations of debris, waste and garbage resulting from the Village's construction activities.
6. The District agrees:
- A. That upon completion of the Project, it shall resume the regular maintenance for its property in compliance with the ordinances of the Village.

- B. To participate in progress meetings during construction and otherwise maintain communication with the Village during the course of this Project.

7. MISCELLANEOUS PROVISIONS

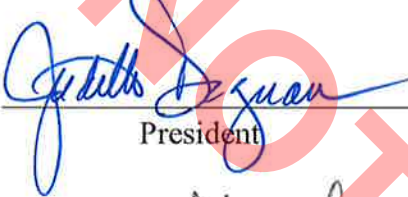
- A. Authority. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.
- B. Compliance with all laws. The Village and District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, state, county and other local governmental agencies, which may in any manner affect the performance of this Agreement.
- C. Binding Effect. This Agreement shall be binding on the parties and their respective successors. It may not be assigned.
- D. Further Acts. Each party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as that party may reasonably require carrying out the true intent and meaning of this Agreement.
- E. Governing Law. This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- F. Waivers and Modifications. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by all parties.
- G. Notices. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

If to the Village:
Village Manager
Village of Villa Park
20 S. Ardmore
Villa Park, IL 60181

If to District 45:
Superintendent
School District 45, DuPage County, Illinois
255 W. Vermont Street
Villa Park, IL 60181

- H. Entire Agreement. This Agreement expresses the complete and final understanding of the parties with respect to its subject matter.
- I. Execution. This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.
- J. Effective Date. This Agreement shall be deemed dated and become effective on the date that it is signed by the last of the parties' duly authorized representatives.

**BOARD OF EDUCATION,
SCHOOL DISTRICT 45,
DUPAGE COUNTY, ILLINOIS**

By: 
President

ATTEST: 
Secretary

Date: 10-17, 2017

**VILLAGE OF VILLA PARK,
STATE OF ILLINOIS**

By: 
President

ATTEST: 
Clerk

Date: October 23, 2017

LIST OF EXHIBITS

- Exhibit A, Plat of Easement Abrogation / Plat of Easement
- Exhibit B, Drawing 1, Jackson Middle School conceptual grading and cross-sections
- Exhibit C, Drawing 2, Jackson Middle School conceptual grading and cross-sections locations
- Exhibit D, Drawing 3, Jackson Middle School and Village property grading exhibit with spring field layout
- Exhibit E, Drawing 4, Jackson Middle School and Village property grading exhibit with fall field layout
- Exhibit F, Drawing 5, Phasing Plan
- Exhibit G, Drawing 6, Jackson Middle School easements
- Exhibit H, Drawing 7, Jackson Middle School and Village property grading exhibit with easements

672024v2f

APPENDIX G

FEDERAL DAVIS-BACON PREVAILING WAGE RATES

NOT FOR BID

"General Decision Number: IL20220011 06/24/2022

Superseded General Decision Number: IL20210011

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

- 0 01/07/2022
- 1 02/25/2022
- 2 06/10/2022
- 3 06/24/2022

CARP0555-003 06/01/2021

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 50.86	37.34
Heavy & Highway.....	\$ 50.86	37.34

CARP0555-008 06/01/2020

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 49.76	38.26

CARP0555-011 06/01/2021

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver.....	\$ 50.86	37.35

CARP0790-003 05/01/2021

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 44.81	32.72

CARP0790-004 05/01/2021

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),
STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 44.81	32.72

CARP0792-003 05/01/2022

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 47.00	32.97

ELEC0009-002 05/29/2022

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 45.44	61.70%

Lineman and Equipment Operator.....	\$ 58.25	61.70%
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ELEC0117-001 05/31/2021

KANE (Northern Half) and MCHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 52.28	36.46

ELEC0150-001 05/31/2021

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 42.82	45.77

ELEC0176-011 06/01/2020

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 47.00	41.09

ELEC0196-001 03/02/2020

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 44.61	36.25%+6.50+A
Groundman Truck Driver.....	\$ 35.52	36.25%+6.50+A
Groundman.....	\$ 34.27	36.25%+6.50+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician.....	\$ 53.63	36.25%+6.50+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence
Day, Labor Day, and Thanksgiving Day-----
* ELEC0364-003 05/30/2022

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	39.36

ELEC0461-006 05/31/2021DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All)
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 51.00	36.62

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	105.86%

ENGI0150-015 06/01/2021

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 47.90	44.70
Group 2.....	\$ 47.35	44.70
Group 3.....	\$ 46.05	44.70
Group 4.....	\$ 44.60	44.70
Group 5.....	\$ 43.15	44.70

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 06/01/2021

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 51.80	44.40
GROUP 2.....	\$ 51.25	44.40
GROUP 3.....	\$ 49.20	44.40
GROUP 4.....	\$ 47.80	44.40
GROUP 5.....	\$ 46.60	44.40

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



IRON001-014 06/01/2021

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 54.76	41.45
Structural and Reinforcing..	\$ 54.51	41.45

IRON0063-003 06/01/2021

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 52.13	39.47

IRON0393-003 06/01/2021

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 48.83	39.84

IRON0444-006 06/01/2021

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.00	41.72

IRON0498-003 06/01/2021

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

LABO0002-004 06/01/2018

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

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 06/01/2018

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 43.72	28.19
16 - 20 lbs.....	\$ 44.22	28.19
21 - 26 lbs.....	\$ 44.72	28.19
27 - 33 lbs.....	\$ 45.72	28.19
34 lbs and over.....	\$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

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

LAB00032-007 05/01/2021

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 38.75	34.91
Skilled Laborer.....	\$ 41.90	34.91

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.

LAB00075-002 06/01/2017

WILL COUNTY

Rates Fringes

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 (suing 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 06/01/2018

BOONE, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 43.00	28.19
GROUP 3.....	\$ 43.00	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.95	28.19
GROUP 6.....	\$ 43.07	28.19
GROUP 7.....	\$ 43.07	28.19
GROUP 8.....	\$ 42.72	28.19
GROUP 9.....	\$ 43.72	28.19

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; Kettlemen; Mixer men, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apSCO; 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 06/01/2020

LAKE and WILL COUNTIES

Rates Fringes

PAINTER: Brush Only.....\$ 48.30 28.72

PAIN0030-001 06/01/2021

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

Rates Fringes

PAINTER

Brush, Drywall
Taper/Finisher,
Sandblaster, and Spray.....\$ 49.30 23.33

PAIN0030-004 06/01/2021

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

Rates Fringes

PAINTER

Brush, Roller, Spray,
Sandblasting, Paperhanger,
Drywall Finishing, Taper,
and Spray Structural Steel...\$ 42.15 25.16

PLAS0011-002 06/01/2020

WILL COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 44.19 39.41

PLAS0011-008 06/01/2021

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 49.20 36.86

PLAS0011-013 06/01/2021

LAKE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 47.70 38.38

PLAS0011-015 06/01/2021

BOONE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 39.00 33.12
PLASTERER.....\$ 36.00 34.26

PLAS0083-001 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:

- \$733.20 per week.
- 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 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- 380.00 per week pension.
- 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 06/01/2020

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 39.87	22.60
4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

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

 * TEAM0330-002 06/01/2019

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.23	0.25+a
4 AXLES.....	\$ 38.38	0.25+a
5 AXLES.....	\$ 38.58	0.25+a
6 AXLES.....	\$ 38.78	0.25+a

FOOTNOTE: a. \$868.50 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 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

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 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 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

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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 DECISIO"

"General Decision Number: IL20220020 02/25/2022

Superseded General Decision Number: IL20210020

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0150-013 06/01/2021

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:.....	\$ 34.55	8.00+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; Sstraw 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 \$1,496.00 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 06/01/2021

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:.....\$ 34.55 8.00+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 \$1,496.00 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.

LAB0032-004 05/01/2021

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

Rates Fringes

Landscape Laborer.....\$ 38.75 34.91

LAB00362-003 05/01/2018

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

Rates Fringes

Landscape Laborer.....\$ 31.08 24.43

LAB00751-004 05/01/2021

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

Rates Fringes

Landscape Laborer.....\$ 39.44 32.54

LAB00852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

LAB00996-004 05/01/2018		

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 32.73	23.74

TEAM0026-005 05/01/2020		

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.....	\$ 38.93	20.39
Group 2.....	\$ 39.50	20.39
Group 3.....	\$ 39.77	20.39
Group 4.....	\$ 40.14	20.39
Group 5.....	\$ 41.21	20.39

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.

* 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:

- \$733.20 per week.
- 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 06/01/2019

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 39.20	0.25+a
4 axles.....	\$ 39.35	0.25+a
5 axles.....	\$ 39.55	0.25+a
6 axles.....	\$ 39.75	0.25+a
All Lowboy Trucks.....	\$ 39.75	0.25+a

FOOTNOTES:

a. \$829.20 per week.

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 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- 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 06/01/2020

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 39.87	22.60
4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

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 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

* TEAM0330-004 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 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

TEAM0371-004 05/01/2020

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 39.04	20.63
Group 2.....	\$ 39.60	20.63
Group 3.....	\$ 39.91	20.63
Group 4.....	\$ 40.25	20.63
Group 5.....	\$ 41.33	20.63

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.

TEAM0627-004 05/01/2019

PEORIA, TAZEWELL, and WOODFORD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.06	19.62
Group 2.....	\$ 38.61	19.62
Group 3.....	\$ 38.87	19.62
Group 4.....	\$ 39.23	19.62
Group 5.....	\$ 40.27	19.62

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.

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 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 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.

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.

 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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 DECISIO"

APPENDIX H

**INTERGOVERNMENTAL AGREEMENT BETWEEN STATE OF ILLINOIS IEMA AND
VILLAGE OF VILLA PARK**

NOT FOR BID



**INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
Village of Villa Park**

The Illinois Emergency Management Agency (Grantor), with its principal office at 1035 Outer Park Drive, Springfield, Illinois 62704, and Village of Villa Park (Grantee), with its principal office at 20 South Ardmore Avenue, Villa Park, Illinois 60181-2610, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 046573184 is Grantee's correct DUNS number, that "UEI" is Grantee's correct UEI, if applicable, that 36-6006132 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$5,608,000.00**, of which **\$4,000,000.00** are federal funds. (IEMA's share not to exceed \$4,000,000.00.) Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds on a cost-sharing basis of not more than 71 percent Federal and at least 29 percent non-Federal contributions. Grantee is required to provide and/or secure the full non-Federal share for mitigation activities with eligible expenses as outlined in Exhibit C.

1.3. Identification Numbers. The Federal Award Identification number is EMC-2020-PC-0006, the federal awarding agency is the Federal Emergency Management Agency. If applicable, the Assistance Listing Program Title is Pre-Disaster Mitigation Grant Program (PDMG). The Catalog of State Financial Assistance (CSFA) Number is 97-047. The State Award Identification Number is 451-29633.

1.4. Term. This Agreement shall be effective on 9/22/2020, and shall expire on 9/22/2023, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Emergency Management Agency

Director Tate-Nadeau
By: _____

Alicia Tate-Nadeau, Director
Date: 10/19/2021

DocuSigned by:
By: [Signature]
551D00C70E62438
Signature of Designee

Printed Name: Alicia Tate-Nadeau
Printed Title: Director

Karl V. Pound
By: _____

Karl V. Pound, Chief Financial Officer
Date: 10/19/2021

DocuSigned by:
By: [Signature]
8FBE0DEC2520432
Signature of Designee

Printed Name: Karl V. Pound
Printed Title: Chief Financial Officer

Eric Lohrenz
By: _____

Eric Lohrenz, General Counsel

Date: 10/19/2021

DocuSigned by:
By: [Signature]
A2DC69B8B9FC490
Signature of Designee

Printed Name: Eric Lohrenz

[VILLAGE OF VILLA PARK]

By: [Signature]

Rich Keehner Jr., Village of Villa Park

Signature of Authorized Representative

Date: 10-13-2021

By: [Signature]
Signature of Designee

Printed Name: Mr. Rich Keehner Jr.

Printed Title: Village Manager

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS number, (iv) has a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Assistance Listings" has the same meaning as in 2 CFR 200.1.

"Assistance Listing Number" has the same meaning as in 2 CFR 200.1.

"Assistance Listing Program Title" has the same meaning as in 2 CFR 200.1.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget Period" has the same meaning as in 2 CFR 200.1.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Administrative Code 7000.30

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" or "CYEFR" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"Generally Accepted Accounting Principles" or "GAAP" has the same meaning as in 2 CFR 200.1.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Improper Payment" has the same meaning as in 2 CFR 200.1.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 2 CFR 200.1.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Administrative Code 7000.30.

"Period of Performance" has the same meaning as in 2 CFR 200.1.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier or "UEI" means the unique identifier assigned to the Grantee or to subrecipients by SAM.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-Award costs are not permitted unless specifically authorized by the Grantor. If they are authorized, pre-award costs must be charged to the initial Budget Period of the award, unless otherwise specified by the Grantor. 2 CFR 200.458

4.3. Return of Grant Funds. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds

are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305 (b) (9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440 (b) (2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee).

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812); (30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit H. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if

applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520. Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit H** of the requirement to submit Personnel activity

reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Drone Purchase.** Grantee certifies that, in accordance with guidelines issued from the U.S. Department of Home Security, no grant funds will be utilized to purchase an Unmanned Aircraft System (drone) or any components of a drone whose manufactured origin is the country of China.

(s) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(t) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(u) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX
CRIMINAL DISCLOSURE**

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e) shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery

of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and, in the format, required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in PART TWO and PART THREE.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequence for failure to comply, 44 Ill. Admin Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and, in the format, required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. 14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.1. 15.2. Consolidated Year-End Financial Reports. CYEFER. All grantees are required to complete and submit a CYEFER through the Grantee Portal. The CYEFER is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End

Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly Traded Entities. If Grantee is a publicly traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341; 44 Ill. Admin. Code 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that require

that all sub-grantees adhere to the terms of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were wither misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

20.2. Agreement Disclosure. Grantee shall fully disclose, in Exhibit G, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted Exhibit G.

20.3. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

22.4. Equipment instructions. Grantee must obtain disposition instructions from Grantor when equipment purchased in whole or in part with Grant Funds are no longer needed for their original purpose. The Grantee shall properly maintain, track, use, store and ensure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving

point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through H, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control, 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to **Error! Reference source not found.**; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in **Error! Reference source not found.**; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded a grant, EMC-2020-PC-0006 from the Federal Emergency Management Agency (FEMA) in accordance with the Pre-Disaster Mitigation Grant Program. As authorized by Section 404 of the Stafford Act, 42 U.S.C., the key purpose of funding a hazard mitigation project is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. These funds are also designed to assist States, territories, federally-recognized tribes, and local communities to administer and complete an approved Pre-Disaster Mitigation project to reduce overall risk to the population and structures from future hazard events. The purpose of this grant is to reimburse local governments (such as Grantee) for costs to administer and complete the approved Pre-Disaster Mitigation project within the Period of Performance (PoP). The function of the project is to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters.

NOT FOR BID

EXHIBIT B
DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the approved scope of work.

Mitigation efforts for stormwater management improvements by the installation of stormwater management culverts and stormwater management detention and retention basins within the Village of Villa Park's Sugar Creek Watershed.

NOT FOR BID

EXHIBIT C

PAYMENT

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NOT FOR BID

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NOT FOR BID

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Sam Al-Basha _____
Title: State Hazard Mitigation Officer _____
Address: 1035 Outer Park Drive, Springfield, IL 62704
Phone: 217-785-9942 _____
TTY#: _____
Fax#: 217-782-8753 _____
E-mail Address: sam.m.al-basha@illinois.gov _____

GRANTEE CONTACT

Name: Mr. Kevin Mantels _____
Title: Assistant Village Engineer, Village of Villa Park
Address: 20 South Ardmore, Villa Park, IL 60181-2610
Phone: 630-834-8505 _____
TTY #: _____
Fax #: _____
E-mail Address: kmantels@invillapark.com _____
Additional Information: _____

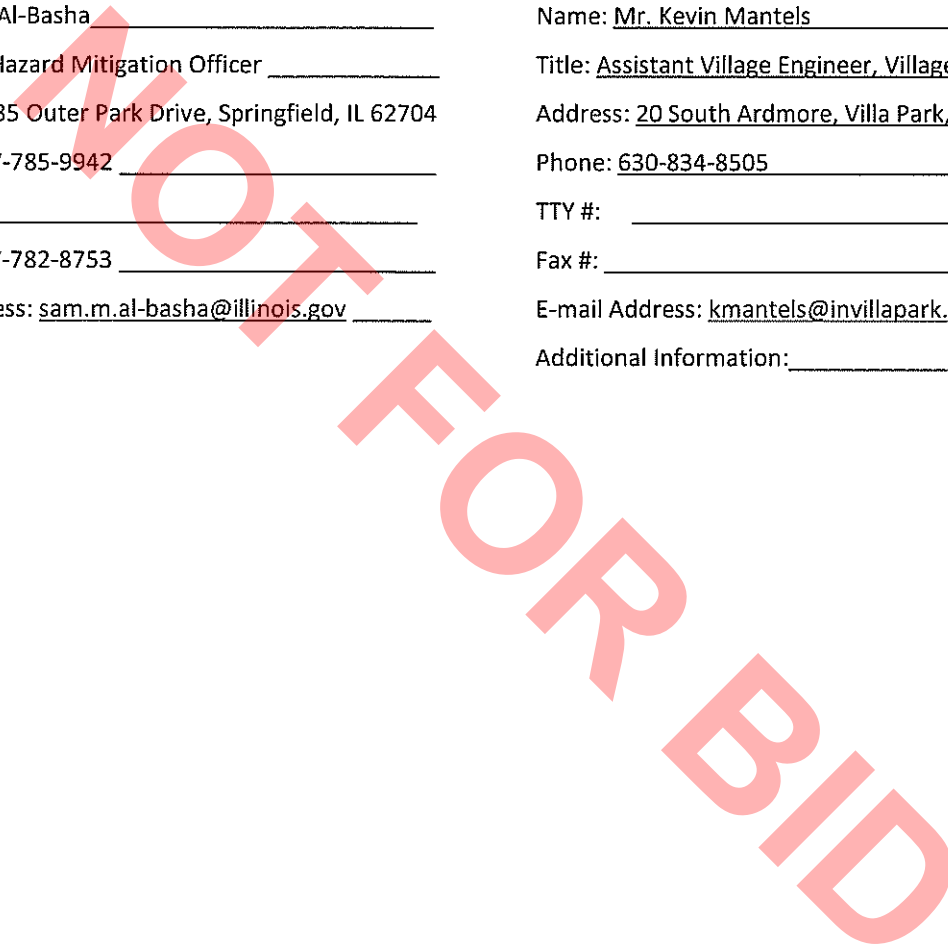


EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

To ensure adequate time for review and the provision of technical assistance, IEMA requests that all Sub Grantees make reasonable attempts to submit the required form by the 5th day following the end of each quarter.

<u>Period Covered</u>	<u>QPR Requested Submission Date</u>	<u>QPR Mandatory Deadline</u>
October 1 – December 31	January 5th	January 15th
January 1 – March 31	April 5th	April 15th
April 1 – June 30	July 5 th	July 15th
July 1 – September 30	October 5 th	October 15th

Submit the Quarterly Status Reports and all supporting documents to ema.mitigation@illinois.gov

EXHIBIT F
PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

NOT FOR BID

EXHIBIT G

STATE AGENCY CONTRACTS

N/A

NOT FOR BID

EXHIBIT H
SPECIFIC CONDITIONS

1. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement. The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.
2. The Grantee is aware that the grant program requires cost-sharing on the basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions and that the Grantee is required to provide and/or secure the full non-Federal share for mitigation activities.
3. The Grantee may send a written request to the Grantor for a portion of the total contract amount upon the following conditions:
 - a) The Grantee will spend the funds requested within a twenty-day period after receipt of the funds from Grantor. Additional funds may be drawn upon request, based on need and the ability to spend within a twenty-day period;
 - b) The Grantee cannot receive more than 75% of the Federal share of the funds until the plan is completed and submitted to FEMA; and
 - c) The Grantee cannot receive more than 90% of the Federal share of the funds until the plan is approved by FEMA and adopted by the Grantee.
4. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.
5. FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period. The amount recouped will be based on the following guidelines:
 - a) Jurisdictions with plans that have been approved pending adoption by the FEMA Regional Office, but are not yet formally adopted (in accordance with FEMA regulations) by the end of the performance period, must return a minimum of 10% of the grant award.
 - b) Jurisdictions with plans that have been reviewed by the FEMA Regional Office, but require changes in order to meet the minimum requirements, must return a minimum of 25% of the grant award if the required changes have not been made by the end of the performance period.
 - c) Jurisdictions with plans that have not been submitted to the FEMA Regional Office for review by the end of the performance period must return 100% of the grant award.
 - d) If the payment request is denied, the applicant will be so advised in writing and given the reason for the denial.
6. The Grantor and FEMA retain statutory rights to use and to authorize others to use the Grantee's plan

document

7. The Grantee will begin the project work within 30 days of the execution of the Agreement and complete all items of work within two years unless an amendment is executed in accordance with Paragraph 26.5.

NOT FOR BID