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Letting June 17, 2022

Notice to Bidders, Specifications and Proposal

Contract No. 61H84
COOK County
Section 15-00077-00-BT (Orland Park)
Route FAU 2696 (104th Avenue)
Project EIBV-945 ()
District 1 Construction Funds

Prepared by	F
Checked by	

(Printed by authority of the State of Illinois)

Illinois Department of Transportation

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 17, 2022 at which time the bids will be publicly opened from the iCX SecureVault.

2. **DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

   Contract No. 61H84
   COOK County
   Section 15-00077-00-BT (Orland Park)
   Project EIBV-945 ()
   Route FAU 2696 (104th Avenue)
   District 1 Construction Funds

Construction of a shared-use path, includes a reinforced slope system, drainage improvements, culvert headwall modifications, guardrail installation and pavement markings on the east side of 104th Avenue to 159th Street to 163rd Place in Orland Park.

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

   (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. **AWARD CRITERIA AND REJECTION OF BIDS**. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

CONTRACT 61H84

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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SPECIAL PROVISIONS
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BDE SPECIAL PROVISIONS

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

	File Name	Pg.		Special Provision Title	Effective	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
*	80274	96	X	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	99	X	Automated Flagger Assistance Device	Jan. 1, 2008	
	80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80246			Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	101	X	Blended Finely Divided Minerals	April 1, 2021	
	80241			Bridge Demolition Debris	July 1, 2009	
	5026I			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5048I			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5049I			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80384	102	X	Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198			Completion Date (via calendar days)	April 1, 2008	
	80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
	80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80261	106	X	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434			Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
	80029	109	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229			Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80433			Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80422			High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
*	80443			High Tension Cable Median Barrier Removal	April 1, 2022	
*	80444			Hot-Mix Asphalt – Patching	April 1, 2022	
	80442			Hot-Mix Asphalt – Start of Production	Jan. 1, 2022	
	80438			Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80411			Luminaires, LED	April 1, 2019	Jan. 1, 2022
	80045			Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80418			Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
	80430	119	X	Portland Cement Concrete – Haul Time	July 1, 2020	
	3426I			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80395			Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
	80340			Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	120	X	Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
	80397	123	X	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	124	X	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437			Submission of Payroll Records	April 1, 2021	
	80435			Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
	80410			Traffic Spotters	Jan. 1, 2019	
	20338	125	X	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80318			Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
	80429			Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80440			Waterproofing Membrane System	Nov. 1, 2021	
	80302	128	X	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	129	X	Work Zone Traffic Control Devices	Mar. 2, 2020	
	80071			Working Days	Jan. 1, 2002	

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" and the Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2022, the latest editions of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test procedures of Materials" in effect on the date of the invitation of bids and the Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of a mixed use path along the east side of FAU 2696 (104th Avenue) in the Village of Orland Park, Cook County, Contract 61H84, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Route: FAU 2696 (104th Avenue)
Section 15-00077-00-BT
Project EIBV(945)
County: Cook
Contract 61H84

LOCATION OF PROJECT

The project begins at 163rd Place along the east side of 104th Avenue. The proposed shared use path continues north to the intersection with US 6 (159th Street) for a net and gross length of 3057.81 feet (0.579 miles) in in the Village of Orland Park, Cook County

DESCRIPTION OF PROJECT

This project consists of construction of an eight-foot wide HMA shared used path on the east side of 104th Avenue. A two foot wide HMA shoulder with Type B-6.24 curb and gutter will be constructed along the east side of 104th Avenue to allow for the construction of the path. The work performed under this contract consists of earth excavation and fill, HMA pavement widening and the installation of concrete curb and gutter, HMA path, guardrail removal and replacement, pedestrian rail, modification of an existing culvert headwall, storm drainage system, installation of a reinforced soil slope system, landscaping, erosion and sediment control, signs, maintenance of traffic and all other appurtenant work required to complete the project in accordance with the plans, specifications and all other applicable standards.

MAINTENANCE OF ROADWAYS (D1)
Effective: September 30, 1985 Revised: November 1, 1996

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

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

TRAFFIC CONTROL PLAN (D1)

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

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

The Contractor shall contact the Cook County Highway Department and District One Bureau of Traffic (for any traffic control that impacts US 6) at least 72 hours in advance of beginning work.

STANDARDS:

701001-02	OFF-ROAD OPERATIONS, 2L, 2W, MORE THAN 15’ (4.5 M) AWAY
701006-05	OFF-ROAD OPERATIONS, 2L, 2W, 15’ (4.5 M) TO 24” (600 MM) FROM PAVEMENT EDGE
701201-05	LANE CLOSURE, 2L, 2W, DAY ONLY, FOR SPEEDS > 45 MPH
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701311-03	LANE CLOSURE, 2L, 2W, MOVING OPERATIONS-DAY ONLY
701502-09	URBAN LANE CLOSURE, 2L, 2W, WITH BIDERECTIONAL LEFT TURN LANE
701701-10	URBAN LANE CLOSURE, MULTILANE INTERSECTION
701801-06	SIDEWALK, CORNER OR CROSSWALK CLOSURE
701901-08	TRAFFIC CONTROL DEVICES
704001-08	TEMPORARY CONCRETE BARRIER
782006-01	GUARDRAIL AND BARRIER WALL REFLECTOR MOUNTING DETAILS

DETAILS:

TC-10	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS
TC-13	DISTRICT ONE TYPICAL PAVEMENT MARKINGS
TC-16	SHORT TERM PAVEMENT MARKING LETTERS AND SYMBOLS
TC-22	ARTERIAL ROAD INFORMATION SIGN

TC-26 DRIVEWAY ENTRANCE SIGNING

SPECIAL PROVISIONS:
MAINTENANCE OF ROADWAYS (D1)
TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)
PUBLIC CONVENIENCE AND SAFETY (D1)
AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)
COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS
TEMPORARY INFORMATION SIGNING

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)
Effective: February 1, 1996
Revised: March 1, 2011

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

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

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

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

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

PUBLIC CONVENIENCE AND SAFETY (D1)
Effective: May 1, 2012
Revised: July 15, 2012

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

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

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

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

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

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

STATUS OF UTILITIES (D-1)
Effective: June 1, 2016
Revised: January 1, 2020

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

UTILITIES TO BE ADJUSTED

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

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
104th Ave Sta. 116+76, 48' LT to Sta.116+76, 60' RT	Underground conduit of unknown size	Existing underground conduit of unknown depth (18-42 inch typical) and size crossing under 104th Avenue. This conduit is in potential conflict with the excavation and grading work on the RT side of the street. This is to be field verified during construction per ComED and ComED. Contractor for ComED will adjust conduit if in conflict.	ComED	2 Days Installation
104th Ave Sta. 102+00, 26' RT to Sta.106+50, 26' RT	4" Gas Line	Existing gas line is in potential conflict with proposed guardrail posts and proposed	Nicor	5 Days Installation

		storm sewer on the east side of 104th Avenue. Contractor for Nicor to install new line east of existing line within the limits of the potential conflict and tie back into the existing line. There are no known services within the limits of potential relocation.		

Stage 1: _7__Days Total Installation

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
ComED	Emily Craven	312-718-8391	emily.craven@exeloncorp.com
Nicor	Sakibul Forah	630-388-2903	sforah@southernco.com

UTILITIES TO BE WATCHED AND PROTECTED

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

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
104th Ave. Sta. 129+37	4" PVC with 5" galvanized steel casing	The Contractor is alerted that there is a 4" PVC conduit for future fiber optic	Village of Orland Park

	under 104th Avenue	that crosses under 104th Avenue and under the proposed shared use path. There are no conflicts with the proposed improvements.	
104th Ave. Sta. 129+57	16" Ductile Iron water main in a 30" Steel Casing	The Contractor is alerted that there is a 16" water main in 30" steel casing that crosses under 104th Avenue and under the proposed shared use path. There are no conflicts with the proposed improvements.	Village of Orland Park
104th Ave. Sta.100+40, 50' RT to Sta. 106+65, 50'RT	Overhead Electric	The Contractor is alerted that there are 4 overhead electric poles within limits of embankment and 1 overhead electric pole within limits of excavation. These poles are not in conflict with the proposed improvements. ComED's contractor will support poles as necessary during construction.	ComED
104th Ave. Sta.100+40, 50' RT to Sta. 106+65, 50'RT	Overhead Phone	The Contractor is alerted that there are 4 overhead electric poles within limits of embankment and 1 overhead electric pole within limits of excavation. AT&T verified these are shared poles with ComED and ComED will provide support of poles as necessary.	AT&T
104th Ave Sta. 99+50, 26' RT to Sta. 115+70, 31 RT	4" Gas Line	The Contractor is alerted that there is 4 inch underground gas line under existing southbound gravel shoulder/under and existing RT turn lane pavement. There are potential conflicts with the line between Sta. 102+00, 26' RT to Sta.106+50, 26' RT as described in the Utilities to be Adjusted table above.	Nicor

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

Agency/Company Responsible to Resolve Conflict	**Name of contact**	**Phone**	**E-mail address**
Village of Orland Park	Sean Marquez, Village Engineer	708-403-6171	smarquez@orlandpark.org

AT&T	Chris Cass	708-972-8993	cc4361@att.com
ComED	Emily Craven	312-718-8391	emily.craven@exeloncorp.com
Nicor	Sakibul Forah	630-388-2903	sforah@southernco.com
MWRD	Joe Schuessler	312-751-3236	schuesslerj@mwrd.org
Comcast	Martha Gieras	224-229-5862	Martha_gieras@cable.comcast.com

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

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

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

TEMPORARY INFORMATION SIGNING
Effective: November 13, 1996
Revised: January 29, 2020

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

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

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

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.
Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

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

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

Basis Of Payment.
This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

COMPLETION DATE PLUS WORKING DAYS (D1)

Effective: September 30, 1985
Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, November 23, 2022 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within _10___ working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

(*The completion date for completing all roadway, culvert headwall modification and shared-use path work and having the path open to pedestrian traffic shall be November 23, 2022.

The completion date for completing the HMA construction for the shared use path on the pre-graded embankment from Sta 127+81.3 to Sta. 129+57.8 is September 1, 2022)

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days
Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS

This contract abuts and/or overlaps with other concurrent contracts as listed below. Each contract includes work items requiring close coordination between the various Contractors regarding the sequence and timing for execution of work items. The following contract(s) include critical work items that affect the staging of traffic and the completion dates of this Contract 61H84. The critical items along with their scheduled completion dates are listed after each contract.

No additional compensation will be allowed this Contractor for compliance with the above requirements, nor for any delays or inconvenience resulting from the activities of the other contractors.

1. Contract #62P68 (US 6/159th Street Bridge Extension and Sidewalk Replacement) - completion date of September 1, 2022.

Add the following paragraph to the beginning of Article 105.08 of the Standard Specifications.

"The Contractor shall identify all such work items (including the critical items listed above) at the beginning of the contract and coordinate the sequence and timing for their execution and completion with the other Contractors through the Engineer. All of these work items shall be identified as separate line items in the Contractor's proposed construction Progress Schedule described in Article 108.02 of the Standard Specifications. Additional compensation or the extension of contract time will not be allowed for the progress of the work items affected by the lack of such coordination by the Contractor."

The daily schedule shall include the Contractor's or Sub-Contractor's planned work for that day including the location, description, scheduled work hours and pay items of work to be performed. The schedule shall also include any material testing requests, layout check requests and all traffic control measures to be implemented for that day's work.

Additional compensation or the extension of contract time will not be allowed for work items where progress is affected due to the lack of coordination with other Contractors or failure to submit daily work schedules by the Contractor.

PROGRESS SCHEDULE

Time is of the essence in this Contract. The Contractor shall determine his need to work longer hours, use additional crews, and work during weekends in order to complete the work within the

required time limit. The Contractor shall submit a Critical Path Method (CPM) Progress Schedule for the Engineer's approval before the work can be started.

The Contractor will not be allowed any extra compensation for working longer hours or using extra shifts; and working on weekends or during holidays; working during winter months, etc., to meet the specified Completion Date.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

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

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

Soil Disposal Analysis. When the waste material requires sampling for landfill disposal acceptance, the Contractor shall secure a written list of the specific analytical parameters and analytical methods required by the landfill The Contractor shall collect and analyze the required number of samples for the parameters required by the landfill using the appropriate analytical procedures. A copy of the required parameters and analytical methods (from landfill email or on landfill letterhead) shall be provided as Attachment 4A of the BDE 2733 (Regulated Substances Final Construction Report). The price shall include all sampling materials and effort necessary for collection and management of the samples, including transportation of samples from the job site to the laboratory. The Contractor shall be responsible for determining the specific disposal facilities to be utilized; and collect and analyze any samples required for disposal facility acceptance using a NELAP certified analytical laboratory registered with the State of Illinois.

Intersection of 159th Street (US 6) and 104th Avenue, Orland Park, Cook County

- All excavation planned for Multi-use path at the southeast quadrant at the intersection of 159th Street (US 6) and 104th Avenue. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Potential contaminants of concern sampling parameters: VOCs, SVOCs and Metals.

Work Zones

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

REINFORCED SOIL SLOPE SYSTEM

Description. This work shall consist of preparing the design, furnishing the materials, and

constructing the reinforced soil slope (RSS) to the lines, grades and dimensions shown in the contract plans, this special provision, any additional requirements specified by the RSS system supplier in the approved shop drawings and as directed by the Engineer.

General. The RSS system shall consist of RSS fill, soil reinforcement and a facing treatment designed to provide adequate stability of slopes specified to have inclines between a 30 and 70 degrees which are resistant to erosion and requiring little or no long term maintenance. For slopes steeper than 45 degrees or where growing conditions, water runoff, or slope face erosion are concerns, hard armored facing shall be used. For slopes flatter than 45 degrees, vegetated facing treatment may be used, unless otherwise specified on the contract plans.

Submittals. The Contractor shall submit complete design calculations and shop drawings to the Department for review and approval. All submittals shall be sealed by a Professional Engineer licensed in the state of Illinois and shall contain all details, dimensions, quantities and cross sections necessary to construct the RSS and as a minimum, include the following:

(a) Plan, Elevation and Cross section sheet(s):

1) Plan view showing the horizontal alignment and offset from the CL Roadway to the toe and top of the RSS. Beginning and end stations for the RSS system and transition areas shall be shown. These views shall be developed from the plan view Beginning and End Stations of RSS System shown in the contract plans.

2) Elevation view indicating stations and elevations at the top and bottom of the RSS system. The stations and elevations of final ground line along the length of the wall shall also be indicated. These views shall be developed from the elevation view Top and Bottom Lines of the RSS System shown in the contract plans.

3) Location, length, size, coverage ratio, type of soil reinforcement shall be shown. The stations or elevations where changes in soil reinforcement occur shall be clearly indicated. Any proposed splices in soil reinforcement shall be detailed.

4) Typical cross section(s) showing the elements and limits of the RSS system. These views shall include the RSS fill, soil reinforcement, facing treatment, and their relationship to the right-of-way limits, excavation cut slopes, retained embankment, existing ground conditions and the finished grade line.

5) Facing treatment details indicating type, elements and all dimensions necessary to construct the facing system. The details shall include facing interaction with the soil reinforcement and RSS fill. The specifications for installation, and establishment of vegetated facings, shall be provided and shall be according to the details on the plans. The selected facing shall provide a stable, erosion and sloughing resistant surface layer that will permit compaction against and near the face of the slope. Locations of utilities, signs, lighting, drainage, guardrail posts, future locations of piles, and other infrastructure within the reinforced volume shall be indicated. Details for placing reinforcements around such elements shall also be provided.

6) Any general notes required for construction.

(b) Design Computations: The shop drawings shall be supported by detailed computations for each design section indicating the design criteria specified have been met.

(c) Manufacturer's Certification: The contractor shall include manufacturer's certifications and

test results indicating that the proposed soil reinforcement, reinforced embankment and facing material satisfy the design parameters used and the materials portion of this specification. The Engineer reserves the right to obtain random samples of materials for testing by the department to confirm the certification values.

No work or ordering of materials for the structure shall be done until the submittal has been approved by the Engineer.

Materials. The RSS materials shall conform to the IDOT Standard Specifications, the supplier's standards, and the following:

(a) The soil reinforcement shall be manufactured from high density polyethylene (HDPE) uniaxial, polypropylene (PP) biaxial resins, or high tenacity polyester (PET) fibers that can develop the Long-Term Allowable Strength and Pullout Resistance required per the Contractors approved design. The soil reinforcement shall be stored between -20 and 140 degrees F (-29 and 60 degrees C). The following standards shall be used to determine the soil reinforcement design properties:

ASTM D 638	Tensile Properties of Plastic
ASTM D 1238	Melt Flow (HDPE and PP) ASTM
D 1248	Molding and Extrusion (HDPE)
ASTM D 1505	Specific Gravity (HDPE) ASTM D
4218	Carbon Black Content (HDPE)
ASTM D 2455	Carboxyl End Group (PET)
ASTM D 4603	Intrinsic Viscosity (PET)
ASTM D 5262	Unconfined tension Creep Behavior of Geosynthetics
GRI:GG1	Geogrid Rib Tensile Strength
GRI:GG2	Geogrid Junction Strength
GRI:GG4	Long Term Design Strength of Geogrid
GRI:GG5	Evaluating Geogrid Pullout Behavior

(b) The RSS fill within the limits of the existing load transfer platform, defined as the material placed within the soil reinforcement limits for the RSS system (excluding facing treatment), shall be in accordance with the requirements of the special provision for Expanded Shale Lightweight Aggregate.

Prior to placing the embankment fill, the source material shall be approved by the Engineer.

(c) The RSS fill outside the limits of the existing load transfer platform, defined as the material placed within the soil reinforcement limits for the RSS system (excluding facing treatment), shall be in accordance with Sections 205, 1003, or 1004 of the Standard Specifications and shall satisfy the following:

1) It shall have 100 % passing the ¾ in. (19mm) sieve and a maximum 35 % passing the #200 (75 micron) sieve, as determined according to AASHTO T-88.

2) For non-granular (cohesive) material, the liquid limit (LL) shall not exceed 50 and the

plasticity index (PI) shall not be less than 12.

3) It shall have a minimum Standard Dry Density of 90 lb./cu ft (1442 kg/cu m) when tested according to AASHTO T 99, and shall not have an organic content greater than 10 percent when tested according to AASHTO T 194.

4) The material shall not be compacted at a moisture content in excess of 110 percent of the optimum moisture content as determined according to AASHTO T 99.

5) It shall have an in place compacted minimum cohesion of 1000 psf (48 kPa) or a minimum friction angle of 30 degrees.

6) Soundness shall be class C quality or better according to AASHTO T 104 for any fine or course aggregates used.

7) pH shall be no less than 3 for PP and HDPE soil reinforcement or between 3 and 9 if PET soil reinforcement is used.

Prior to placing the embankment fill, the source material shall be approved by the Engineer and in-place samples may be tested to ensure that the material meets the above requirements.

(d) The Facing treatment shall be either vegetated or hard armored facing, as specified on the plans.

The vegetated facing treatment materials shall include any top soil, compost, seeding, sod, erosion controls, watering provisions, or other vegetative systems (all according to the Standard Specifications).

Hard armored facing may consist of gabions, wire mesh baskets, geocell, riprap, precast elements or other articulated units shown on the plans. The infill for hard armored facing shall be either vegetation soil or coarse aggregate, as shown on the plans, or if not specified as per the suppliers written specifications.

(e) Retained embankment, defined as the embankment placed behind or above the soil reinforcement limits shall be according to Section 205 of the Standard Specifications.

Design Criteria. The design shall be completed according to the FHWA publications FHWA-SA-96-071 titled “Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and Construction Guidelines” and FHWA-SA-96-072 titled “Corrosion/Degradation of Soil Reinforcement for Mechanically Stabilized Earth Walls and Reinforced Soil Slopes.”

The RSS supplier shall be responsible for all internal and external stability aspects of the slope at all stages of construction. The design shall provide the minimum factors of safety using the soil reinforcement Long-Term Allowable Strength (T_{al}) and Pullout Resistance, for the RSS fill proposed.

The soil reinforcement coefficient of interaction and mechanical interlock with the proposed RSS fill material shall be selected and documented with appropriate test data. The soil reinforcement shall be dimensionally stable and able to retain its geometry under construction stresses and

have high resistance to damage during installation considering ultraviolet degradation and all forms of chemical and biological degradation encountered in the RSS fill.

Soil reinforcement coverage ratios must be maintained at no less than 50 percent and the maximum vertical spacing between primary reinforcement layers is 1 m (3 ft.). The design of any joints or splices in the soil reinforcement shall be limited to positive mechanical connections such as a “bodkin” slat bar type connection detail unless otherwise approved during the shop drawing review. The appropriate test data documenting the connection design capacity (T_{al}) with minimal elongation will be required as part of the submittal package for approval. Lap splices in the main soil reinforcement will not be allowed.

The design and shop drawings shall be based on the boring data included in the contract plans and any geotechnical reports which may be available upon request. From the evaluation of this data, the design computations shall indicate the following design parameters used.

(a) Engineering properties of the foundation soils including shear strength assumed and the factor of safety for the temporary construction and permanent slopes.

(b) Engineering properties of the RSS fill soils including shear strength, unit weight, and friction angle parameters (c, γ, and Φ).

(c) Engineering properties of the retained embankment soils behind the embankment fill, including shear strength, unit weight, and friction angle parameters (c, γ, and Φ).

External loads, such as those applied through structure foundations, from traffic or railroads, slope surcharge etc., shall be accounted for in the stability design. The presence of all appurtenances behind, in front of, mounted upon, or passing through the wall volume such as drainage structures, utilities, structure foundation elements or other items shall be accounted for in the stability design.

The design of the soil reinforcing system shall account for the strength reduction due to long-term creep, chemical and biological degradation, stage construction issues, and installation damage and shall insure stress levels are above the allowable at the end of a 75 year design life.

Construction Requirements. The Contractor shall obtain technical assistance from the supplier during slope erection to demonstrate proper construction procedures and shall include any costs related to this technical assistance in the unit price bid for this item. Additionally, the licensed PE providing the approved shop drawings shall inspect and certify that the installation is in accordance with the sealed drawings provided, providing documentation thereof. This inspection shall be included in the unit price bid for this item

a) Site preparation. The foundation soils supporting the RSS shall be graded for a width equal to the length of the lowest soil reinforcement length. Cut slope surfaces shall be benched to allow the RSS to be keyed into the existing retained embankment. Prior to soil reinforcement placement, the foundation soils shall be compacted with a smooth wheel vibratory roller. Any foundation soils found to be unsuitable shall be removed and replaced, as directed by the Engineer, and shall be paid for according to Article109.04 of the Standard Specifications unless otherwise specified in the Contract.

   Water shall be diverted from the area where soil reinforcement is being placed and soil is being compacted. Diversion shall be performed using a method approved by the

Engineer.

b) Soil Reinforcement. At each soil reinforcement level, the RSS fill material should be roughly leveled and compacted before placing the soil reinforcement. Reinforcement placement shall be installed in accordance with the manufacturer's recommendations and as shown on the approved shop drawings. The reinforcement shall be placed in continuous longitudinal strips in the direction of main reinforcement. Joints or splices will only be allowed if detailed in the approved shop drawings.

   Place only that amount of reinforcement required for immediately pending work to prevent undue damage. After a layer of soil reinforcement has been placed, the next succeeding layer of RSS fill shall be placed and compacted. After the required facing treatment is installed and a series of RSS fill lifts are placed to the next level of soil reinforcement, the next soil reinforcement layer shall be installed and the process shall be repeated until the RSS height is completed. Soil reinforcement layers shall be laid flat, pulled tight prior to backfilling, and held in place with pins or other methods. Each soil reinforcement layer shall be placed to within 3 inches (75 mm) of that shown on the shop drawings.

c) RSS Fill Placement. RSS fill within the soil reinforcement shall be placed and compacted according to the Standard Specifications, and as specified herein. The embankment shall be compacted to at least 95 percent of the maximum density determined in accordance with AASHTO T-99. Compaction of the Expanded Shale Lightweight Aggregate shall be in accordance with the requirements of the special provision for Expanded Shale Lightweight Aggregate and as recommended by the manufacturer. A minimum of one density test every 3 ft. (0.9 m) lift of fill will be performed by the Engineer. RSS fill shall be placed, spread, and compacted in such a manner to avoid the development of wrinkles and/or displacement of the soil reinforcement. Where retained embankment must be placed behind the RSS, its placement shall closely follow placement of the RSS fill.

   RSS fill and retained embankment shall be graded away from the slope crest and rolled at the end of each work day to prevent ponding of water on surface of the reinforced soil mass.

   A minimum fill thickness of 6 in. (150 mm) is required prior to operation of tracked vehicles over the reinforcement and turning of tracked vehicles should be kept to a minimum to prevent displacing the soil reinforcement. If approved by the Engineer, rubber-tired equipment may pass over the reinforcement at speeds of less than 5 mph. Sudden braking and sharp turning shall be avoided. No rubber-tired wheel traffic will be allowed in direct contact with coated geosynthetic geogrid, as damage to the coating could result.

   Compaction adjacent to the backside of the facing treatment shall be achieved by use of light weight mechanical tampers, rollers, vibratory system or other methods to provide short and long term erosion and facing stability.

d) Facing Treatment. For vegetated slope facing, the construction of any top soil, compost, seeding, sod, mulching, erosion controls, watering, shall be according to the Standard Specifications unless otherwise specified in the approved shop drawings.

For hard slope facing, the construction of any gabions, wire mesh baskets, geocell, coarse aggregate, riprap, precast elements or other articulated units shall be according to the standard Specifications unless otherwise specified in the approved shop drawings.

Method of Measurement. The Reinforced Soil Slope System will be measured for payment in square feet of vertical projected slope face area. The system will be measured from the Top of RSS System Line to the Bottom of RSS System Line for the length of the slope as shown on the contract plans. Any additional face area below or above the top or bottom of RSS Contract plan lines to satisfy the design stability requirements or stepping of the facing will be not be measured for payment but considered included in the cost of the measured area defined above.

Basis of Payment. This work, including any excavation, placement of soil reinforcement, RSS fill (including Expanded Shale Lightweight Aggregate), facing treatment, and other items specified on the approved shop drawings will be paid for at the contract unit price per square foot for Reinforced Soil Slope System.

EXPANDED SHALE LIGHTWEIGHT AGGREGATE

Description: This work shall consist of furnishing all labor material and equipment required to install the expanded shale lightweight aggregate (ESLA) (Norlite, Haydite, or Arcosa Lightweight) as indicated on the plans, or as directed by the Engineer and as specified herein.

General Requirements: The ESLA will be placed and compacted as part of the reinforced soil slope (RSS) system within the limits of the existing load transfer platform as shown on the plans or as directed by the Engineer.

Qualifications: The ESLA shall be a product conforming to the material requirements indicated below. Test results, confirming adherence to these requirements, shall be submitted to the Engineer for review. The product must have been commercially available for a period of at least 5 years. The supplier of the ESLA shall submit evidence that he/she is able to deliver the material in sufficient quantities in a timely manner as required to complete the installation in accordance with the project schedule.

Materials: The material shall be ESLA produced by the rotary kiln process and meeting the requirements of ASTM C 330. The lightweight aggregate shall have a proven record of durability and be non-corrosive, with the following properties as listed below.
Acceptable materials are:

- Norlite, as distributed by Hydraulic Press Brick, Fort Wayne, Indiana,
- Haydite, as distributed by DiGeronimo Aggregates, LLC., Independence, Ohio
- Arcosa expanded shale lightweight aggregate as distributed by Arcosa Lightweight, Mooresville, IN

Product Properties: In case the Contractor elects to supply a different product, the selected product shall conform the following requirements.

Aggregate Physical Properties:

a. Soundness loss: The maximum soundness loss shall be 30% when tested, with 4 cycles of Magnesium sulfate, in accordance with AASHTO T 104.

b. Abrasion Resistance: The maximum abrasion loss shall be 40% when tested in accordance with ASTM C131.

c. Chloride Content: The maximum chloride content shall be 100 ppm when tested in accordance with AASHTO T 291.

d. Grading: Aggregate grading comes in a variety of sizes and should be specified based performance needs. Prior to ordering material, the Contractor shall submit proposed aggregate grading to the Engineer for approval. Grading shall be tested in accordance with ASTM 136.

Project Performance Specification

a. In-place bulk density (unit weight): The maximum in-place compacted moist density shall be 65 to 70 lbs/ft3 when tested in accordance with one point Standard Proctor test, ASTM D698/AASHTO T99, using a 0.5 cubic foot, conducted on a representative sample with a moisture control typical of the field delivery. The Contractor shall submit the proposed compaction method, and the equipment he/she intends to use, to the Engineer for review.

b. Stability (Phi angle): The minimum angle of internal friction shall be 40 degrees when tested in accordance with ASTM D3080.

c. For quality control and shipment quantities, the purchaser and supplier should agree on a maximum delivered loose bulk density (unit weight).

Construction Requirements: The lightweight aggregate shall be spread or placed in such a manner that will prevent bulking of the material and minimize particle breakdown. The fill placement shall also be in accordance with the construction requirements for RSS Fill Placement and Soil Reinforcement as specified in the special provision for Reinforced Soil Slope System. The lightweight aggregate shall be compacted in uniform layers not to exceed eight inches thickness before compaction using smooth drum steel roller compaction equipment. Compaction using small size pneumatic-tired equipment within limited-access areas or in areas of low confining pressure shall be performed in horizontal layers not exceeding six inches in uncompacted thickness. The contractor shall take all necessary precautions when working adjacent to the lightweight fill to ensure that the material is not over compacted. Construction equipment, other than for placement and compaction as well as for the soil reinforcement installation, shall not operate on the exposed lightweight fill. The lightweight fill shall be compacted to maximum in-place moist density as noted above.

Basis of Payment. This work will not be paid separately but will be considered as included in the cost of REINFORCED SOIL SLOPE SYSTEM.

DETECTABLE WARNINGS (SPECIAL)

Effective: *10/01/18 (Modification of IDOT D1 Special Provision for Detectable Warnings (Special) in City of Chicago)*
Revised: *4/13/21 (added Galvanized and Stainless Steel material options)*

Description:

Work under this item shall consist of installing cast iron or steel detectable warning tiles as shown on the plans. Work shall be performed according to Section 424 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, except as herein modified.

Materials:

Detectable warning tiles shall be of uniform quality, and free of surface defects. The detectable warnings shall be constructed out of one of the following:

1) Cast iron meeting requirements of ASTM A 48 Class 30 or better.
2) Galvanized steel – 10 gauge, G90 galvanization or better
3) Stainless steel – 10 gauge or better

The dome size and spacing of the detectable warnings shall meet all requirements of sections R305.1.1 and R305.1.2 of PROWAG.

The color of the detectable warning tiles is to be approved by the Engineer unless otherwise specified in the plans and comply with the requirements of section R305.1.3 of PROWAG.

If a concrete border is required for installation of the detectable warnings, it shall comply with section R305.2 of PROWAG.

Responsibility of the Contractor:

The contractor shall verify all dimensions with the product manufacturer. If using radial units, the contractor shall verify that the radius of the detectable warnings supplied by the manufacturer matches that of the curb radius.

The contractor shall ensure that the supplied detectable warnings allow placement of the rows of domes that are aligned parallel with the path of travel. Where detectable warnings are radial, dome orientation is not significant.

The contractor shall ensure a maximum vertical transition of ¼" between the edge of the detectable warnings and adjacent concrete.

Measurement and Payment:

This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS (SPECIAL).

SEDIMENT CONTROL, SILT CURTAIN

Description: This work shall consist of installing and removing a floating turbidity curtain to deter silt suspension and the movement of silt particles during construction. The work shall be in accordance with the plan detail and the requirements included in the Illinois Urban Manual for a Type I curtain.

General: The silt curtain shall be installed in such a manner as to prevent drift shoreward or downstream. The floatation log shall be securely attached to the fabric in both horizontal and vertical direction. A 5/16-inch cable shall be attached above the floatation members and extend the entire length of each section of silt screen. The 5/16-inch chain shall be sealed on the lower hem for ballast. Connectors shall join the main load line and ballast chain to carry all tensile pressure. The fabric shall be joined for its entire height. Appropriately sized rip-rap or other weights that keep the curtain in contact with the bottom may be used in lieu of the ballast chain for Type I silt curtain applications.

Anchorage's shall be installed on the construction side and the pond, swamp, or creek side to maximum stability. Shore anchors shall consist of a post with dead man or approved equal. Stream anchors shall be of sufficient size, type and strength to stabilize the barrier beyond the construction area.

Anchors shall be buoyed to prevent the boom from being pulled under water. Danforth-type anchors shall be used in sandy bottom and heavy kedge type or mushroom anchors on mud bottoms.

The Contractor shall be responsible for maintenance of the curtain throughout construction operations.

Submittals: The materials, fabrication, and construction of these components are subject to approval by the Village. The Village reserves the right to obtain random samples for material testing.

Operation: Removal of entrapped sediment and cleaning of any silt curtain will be included in the cost of the silt curtain. The sediment must be removed as directed by the Engineer during the contract period and disposed of according to Article 202.03 of the Standard Specifications.

Installation/Workmanship: The silt curtain shall be installed according to the manufacturer's recommendations. All workmanship shall be preformed in a skillful and workmanlike manner by qualified personnel under competent supervision and direction and in accordance with the best modern methods for the various trades involved. All material and parts shall be free of all defects in either workmanship or materials that will impair their service.

The fabric shall comply with the following physical properties:

1. Grab Tensile Strength — 180 pounds min.
2. Equivalent Opening Size (U.S. Std. Sieve) — 60-170
3. Seams (All to be heat sealed or sewn)
4. Flotation minimum 6-inch diameter solid expanded polystyrene log type or approved equal with approximately 20 lbs/ft. buoyancy. Polystyrene beads or chips shall not be used for floatation.
5. Main Load Line. — 5/16 inch cable
6. Ballast — 5/16 inch Chain

Method of Measurement: This work will be measured for payment per each turbidity curtain installed.

Basis of Payment: This work will be paid for at the contract unit price per each for SEDIMENT CONTROL, SILT CURTAIN.

EROSION CONTROL BLANKET, SPECIAL (WILDLIFE SAFE)

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

Delete “either excelsior blanket or” of the first sentence of Article 251.04 Erosion Control Blanket.

Delete “excelsior and” of the second sentence of Article 251.04 Erosion Control Blanket.

Delete Article 1081.10 (a) Excelsior Blanket.

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

> Knitted Straw Mat. Knitted straw mat shall be a machine-produced mat of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket with a functional longevity of up to 12 months. The blanket shall be covered on top and bottom sides with a 100% biodegradable woven natural organic fiber netting. No plastic netting will be allowed. Netting shall be “leno-weave” with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 - inch (1.27 x 2.54 cm) mesh. The blanket shall be sewn together with flexible joints on 1.50 - inch (3.81 cm) centers with biodegradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2 - 5 inches (5 - 12.5cm) from the edge) as an overlap guide for adjacent mats.

Delete the first paragraph of Article 1081.10 (c) (2) Knitted Straw Mat and substitute the following:

> Knitted Straw Mat. The blanket shall be machine-produced 100% biodegradable blanket, which contains 70% agricultural straw and 30% coconut fiber with a functional longevity of up to 18 months. The blanket shall be of consistent thickness with the straw and coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with 100% biodegradable woven natural organic fiber netting. The top netting shall be “leno-weave,” with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 - inch(1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 - inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges

(approximately 2 - 5 inches (5 - 12.5cm) from the edge) as an overlap guide for adjacent mats.

Delete Article 1081.10(d) Wire Staples.

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

Biodegradable plastic stakes will be allowed. The biodegradable plastic anchor shall be approximately 6 - inches (15.24 cm) in length. No metal wire stakes will be allowed.

Add the following to Article 251.06(b) Method of Measurement:

(b) Measured Quantities. EROSION CONTROL BLANKET, SPECIAL will be measured for payment in place in square yards of actual surface area covered.

Add the following to Article 251.07 Basis of Payment:

EROSION CONTROL BLANKET, SPECIAL shall be paid at the Contract unit price per square yard.

HEAVY DUTY EROSION CONTROL BLANKETS, SPECIAL (WILDLIFE FRIENDLY)

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

Delete “either excelsior blanket or” of the first sentence of the first paragraph of Article 251.04 Erosion Control Blanket.

Delete the second paragraph of Article 251.04 Erosion Control Blanket and substitute the following:

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After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The knitted straw blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil.

Delete Article 1081.10 (a) Excelsior Blanket.

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

Knitted Straw Mat. Knitted straw mat shall be a machine-produced mat of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket with a functional longevity of up to 12 months. The blanket shall be covered on top side with a 100% biodegradable woven natural organic fiber netting. No plastic netting will be allowed. Netting shall be “leno-weave” with movable joints (not fixed or welded). The netting consists of machine

directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 (1.27 x 2.54 cm) mesh. The blanket shall be sewn together with flexible joints on 1.50 inch (3.81 cm) centers with biodegradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches (5-12.5cm) from the edge) as an overlap guide for adjacent mats.

Delete the Article 1081.10(c) (1) Excelsior Blanket.

Delete the first paragraph of Article 1081.10 (c) (2) Knitted Straw Mat and substitute the following:

Knitted Straw Mat. The blanket shall be machine-produced 100% biodegradable blanket, which contains 70% agricultural straw and 30% coconut fiber with a functional longevity of up to 18 months. The blanket shall be of consistent thickness with the straw and coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with 100% biodegradable woven natural organic fiber netting. The top netting shall be “leno-weave,” with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 (1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches (5-12.5cm) from the edge) as an overlap guide for adjacent mats.

Delete Article 1081.10(d) Wire Staples.

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

Biodegradable plastic stakes will be allowed. The biodegradable plastic anchor shall be approximately 10 inches in length. No metal wire stakes will be allowed.

Add the following to Article 251.06(b) Method of Measurement:

(b) Measured Quantities. HEAVY DUTY EROSION CONTROL BLANKET, SPECIAL will be measured for payment in place in square yards of actual surface area covered.

Add the following to Article 251.07 Basis of Payment:

HEAVY DUTY EROSION CONTROL BLANKET, SPECIAL shall be paid at the Contract unit price per square yard.

BICYCLE RAILING (SPECIAL)

Description: This work shall consist of designing, furnishing and installing new aluminum pedestrian railings, including foundations as shown on the plans. The work shall conform to the applicable portions of Section 509 of the IDOT Standard Specifications, except as specified herein.

Performance Requirements: The railing shall be designed by the Contractor as minimum to the following design criteria.

1. Handrails and Guards shall be designed to withstand the following loads:
    a. Concentrated load of 200 lbf applied at any point and in any direction.
    b. Uniform load of 50 lbf per ft. applied in any direction.

2. Intermediate components and Infill Areas shall be designed to withstand the following loads:
    a. Concentrated horizontal load of 200 lbf applied to a 1 sq. ft. at any point in system, including panels, intermediate rails, balusters, or other elements composing infill area.

3. Loads need not to be assumed to act concurrently.

Prior to beginning fabrication, design calculations and shop drawings shall be submitted to the Engineer for approval. The design calculations shall be prepared by and sealed by an Illinois Licensed Structural Engineer.

Submittal:

A. Submit product data for products used in miscellaneous metal fabrications, including finishes, paint products and grout.

B. Submit shop drawings showing sizes and detailing fabrication and erection of each metal fabrication indicated. Include plans, elevations, sections, profiles, and details of metal fabrications, their connections, and their installation. Indicate heights, sizes and spacings of components. Include brackets for wall mounted installation. Show anchorage, joinery and accessory items. Show hardware for any gates.

    1. Include setting drawings, templates, and directions for installation of anchor bolts, inserts, or fabrications to be installed. Indicate core drilling details.
    2. Indicate field verified dimensions and conditions on shop drawings.

C. Furnish engineering calculations for rails as prepared by a licensed structural engineer and as required by the Authority, showing that maximum stresses and deflections do not exceed specified performance requirements under full design loading. Calculations shall be prepared and sealed by a licensed structural engineer.

D. Submit samples representative of materials and finished products as may be requested by the Authority; in specified finish.

E. Submit welder certificates signed by Contractor certifying that welders comply with requirements specified under "Quality Assurance" article.

Quality Assurance:

A. Fabricator Qualifications: Firm experienced in successfully producing metal

fabrications similar to that indicated for this Project, with sufficient production capacity to produce required units without causing delay in the Work.

B. Installer Qualifications: Arrange for installation of metal fabrications specified in this section by same firm that fabricated them.

C. Qualify welding processes and welding operators in accordance with AWS D1.2 "Structural Welding Code Aluminum". Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

D. Regulatory Requirements: Comply with applicable requirements of all governing codes, ordinances and regulations. Fabricate and install rails in accordance with the ADA Guidelines.

E. Welding Standards: Comply with applicable provisions of AWS D1.2 "Structural Welding Code Aluminum" and comparable AWS standards for 304 stainless steel.

Materials: Brackets, Flanges, and Anchors shall be of the same metal and finish as supported rails unless otherwise indicated.

Aluminum alloy and temper provided shall be recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below:

A. Extruded Bars and Shapes, Including Extruded Tubing: ASTM B 221, Alloy 6063-T5/T52.
B. Extruded Structural Pipe and Round Tubing: ASTM B 429/B 429M, Alloy 6063-T6.
C. Plate and Sheet: ASTM B 209, Alloy 6061-T6.
D. Die and Hand Forgings: ASTM B 247, Alloy 6061-T6.
E. Castings: ASTM B 26/B 26M, Alloy A356-T6.

Fasteners: Unless otherwise indicated, the following shall be provided:

1. Aluminum Components: Type 304 stainless-steel fasteners.
2. Stainless-Steel Components: Type 304 stainless-steel fasteners.
3. Dissimilar Metals: Type 304 stainless-steel fasteners.

Anchors shall be capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

Post-Installed Anchors shall be torque-controlled expansion anchors.

Fabrication:

General: Railings shall be fabricated to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.

Connections: Railings shall be fabricated with welded or non-welded connections unless otherwise indicated.

Welded Connections: Components shall be coped at connections to provide close fit, or fittings designed for this purpose shall be used. Connections shall be welded all around, including at fittings. At exposed connections, welds shall be finished to comply with National Ornamental and Miscellaneous Metals Association (NOMMA) "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.

Brazed Connections: Copper-alloy railings shall be connected by brazing. Components shall be coped at connections to provide close fit, or fittings designed for this purpose shall be used. Corners and seams shall be continuously brazed.

At exposed connections, exposed surfaces shall be finished smooth and blended so no roughness shows after finishing and brazed surface matches contours of adjoining surfaces.

Mechanical Connections: Members shall be connected with concealed mechanical fasteners and fittings.

Changes in direction shall be formed by bending or by inserting prefabricated elbow fittings.

Members shall be bent in jigs to produce uniform curvature for each configuration required; cross section of member shall be maintained throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

Exposed ends of hollow railing members shall be closed with prefabricated end fittings.

Brackets, Flanges, Fittings, and Anchors: Wall brackets, flanges, miscellaneous fittings, and anchors shall be provided to interconnect railing members to other work unless otherwise indicated.

Finish: The factory applied finish shall be as shown on the plans.

Installation: Cutting, drilling, and fitting shall be performed as required for installing railings. Railings shall be set accurately in location, alignment, and elevation; measured from established lines and levels and free of rack. Posts shall be set plumb within a tolerance of 1/16 inch in 3 feet. Rails shall be aligned so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet).

Corrosion Protection: Concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, shall be coated with a heavy coat of bituminous paint.

Posts shall be anchored to concrete and metal surfaces as indicated using fittings designed and engineered for this purpose. The Contractor must locate the steel reinforcement in the concrete base elements that post is anchored on prior to the anchor installation. The

Contractor shall take extra caution to avoid the steel reinforcement in concrete base elements when installing the anchors of the posts.

Railing posts not mounted on top of concrete walls or walks shall be set in concrete footers having a minimum depth of 36 inches.

Method of Measurement: This work will be measured for payment by linear foot horizontally along the center of bicycle fence passing through all pickets from center to center of end or corner posts.

Basis of Payment: This work will be measured and paid for at the contract unit price per foot for BICYCLE RAILING (SPECIAL) which price shall include all labor, materials, equipment, tools and incidentals necessary to complete this item as specified.

EMBANKMENT I (D1)
Effective: March 1, 2011
Revised: November 1, 2013

Description. This work shall be according to Section 205 of the Standard Specifications except for the following.

Material. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).

b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).

c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.

    1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.

    2) A plasticity index (PI) of less than 12.

    3) A liquid limit (LL) in excess of 50.

d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.

e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate

Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

Samples. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

Placing Material. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

Compaction. Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.

b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

Stability. The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

Basis of Payment. This work will not be paid separately but will be considered as included in the various items of excavation.

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019
Revised: December 1, 2021

Revise Article 1004.03(c) to read:

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

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 1/
	SMA 12.5 2/	CA 13 4/, CA 14, or CA 16
	SMA 9.5 2/	CA 13 3/4/ or CA 16 3/
	IL-9.5	CA 16, CM 13 4/
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 1/
	IL-9.5L	CA 16

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

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

3/ The specified coarse aggregate gradations may be blended.

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

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

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

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

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

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

"Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6) 1032
(h)Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

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

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

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

1/ Based on percent of total aggregate weight.

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

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

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

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

6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

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

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

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

1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.

2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.

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

4/ Applies when specific gravity of coarse aggregate is < 2.760.

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

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

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

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

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

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

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 1/	V_D, P , T_B, 3W, O_T, O_B	V_S, T_B, T_F, O_T	As specified in Section 1030
IL-4.75 and SMA 3/ 4/	T_B, 3W, O_T	T_F, 3W	As specified in Section 1030
Mixtures on Bridge Decks 2/	T_B	T_F	As specified in Articles 582.05 and 582.06.

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

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

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

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

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

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

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article

1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK) (D-1)

Effective: January 1, 2019

Description. This work shall be performed in accordance with Section 502.06 of the Supplemental Specifications and Recurring Special Provisions, except as herein modified. The work shall consist of the preparation of an in-stream/wetland work plan and the installation, maintenance, removal and disposal of the temporary cofferdam(s) to isolate the work area from water within regulated wetlands and Waters of the U.S. (WOUS) in accordance with the authorized U.S. Army Corps of Engineers (USACE) Section 404 Permit and the General Conditions of the current Regional Permit Program.

Materials. Materials shall be in accordance with the USACE Section 404 Permit and General Conditions of the current Regional Permit Program.

Construction Requirements. Construction shall be in accordance with Article 502.06(a) of the Supplemental Specifications and Recurring Special Provisions and in accordance with the authorized USACE Section 404 Permit**.** For Cofferdam - Type 1, it is anticipated the design will be based on the flow requirement as shown in the plans and per the General Conditions of the current Regional Permit Program.

The Contractor shall be responsible for diverting the water flow from the construction area using a method meeting the approval of the Engineer and in accordance with the authorized USACE Section 404 Permit and General Conditions of the current Regional Permit Program.

This project requires a USACE Section 404 Permit prior to the start of work. All conditions of the Section 404 Permit must be followed. As a condition of the Section 404 Permit, the Contractor will be required to submit an In-Stream/Wetland Work Plan to the Department for approval. The USACE defines and determines in-stream/wetland work within the WOUS.

Guidelines on acceptable In-Stream/Wetland work techniques can be found on the USACE website**:** https://www.lrc.usace.army.mil/Missions/Regulatory/Regional-Permit-Program

Method of Measurement. This work will be measured for payment in units of Each where Each is defined as a plan detailed stage of bridge, culvert or other construction for which a temporary in-stream cofferdam(s) is required. If staged construction is not detailed/specified on the plans, this work will be measured as a total of One Each.

Basis of Payment. This work will be paid for at the contract unit price per each for COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK).

ENGINEER'S FIELD OFFICE TYPE A (D1)
Effective: January 1, 2022

Revise the first paragraph of Article 670.02 to read:

670.02 Engineer's Field Office Type A (D1). Type A (D1) field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 1000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Add the following to Article 670.07 Basis of Payment.

The building or buildings, fully equipped, will be paid for at the contract unit price per calendar month or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (D1).

FRICTION AGGREGATE (D1)

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[1/] Crushed Concrete	
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> [5/ 6/]: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete[3/]	
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> [5/]: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[4/] Crushed Concrete[3/]	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> [5/]: Crushed Gravel Carbonate Crushed Stone (other than Limestone)[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[4/]	
		<u>Other Combinations Allowed:</u>	
		Up to...	*With...*
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite

<table>
<tr><td>Use</td><td>Mixture</td><td colspan="2">Aggregates Allowed</td></tr>
<tr><td></td><td></td><td>75% Limestone</td><td>Crushed Slag (ACBF) or Crushed Sandstone</td></tr>
<tr><td rowspan="6">HMA
High ESAL</td><td rowspan="6">E Surface
IL-9.5

SMA
Ndesign 80
Surface</td><td colspan="2"><u>Allowed Alone or in Combination</u> [5/ 6/]:

Crushed Gravel
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag

No Limestone.</td></tr>
<tr><td colspan="2"><u>Other Combinations Allowed:</u></td></tr>
<tr><td>Up to...</td><td>With...</td></tr>
<tr><td>50% Dolomite[2/]</td><td>Any Mixture E aggregate</td></tr>
<tr><td>75% Dolomite[2/]</td><td>Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone</td></tr>
<tr><td>75% Crushed Gravel[2/]</td><td>Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag</td></tr>
<tr><td rowspan="4">HMA
High ESAL</td><td rowspan="4">F Surface
IL-9.5

SMA
Ndesign 80
Surface</td><td colspan="2"><u>Allowed Alone or in Combination</u> [5/ 6/]:

Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag
No Limestone.</td></tr>
<tr><td colspan="2"><u>Other Combinations Allowed</u>:</td></tr>
<tr><td>Up to...</td><td>With...</td></tr>
<tr><td colspan="2"></td></tr>
</table>

Use	Mixture	Aggregates Allowed	
		50% Crushed Gravel[2/] or Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

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

GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D1)
Effective: June 26, 2006
Revised: December 1, 2021

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

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

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

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, *a* 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

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

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent."

AVAILABLE REPORTS (D1 LR)

Effective: July 1, 2021

☐ No project specific reports were prepared.

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

☒ Record structural plans

☐ Preliminary Site Investigation (PSI) (IDOT ROW)

☒ Preliminary Site Investigation (PSI) (Local ROW)

☒ Preliminary Environmental Site Assessment (PESA) (IDOT ROW)

☒ Preliminary Environmental Site Assessment (PESA) (Local ROW)

☒ Soils/Geotechnical Report

☒ Boring Logs

☐ Pavement Cores

☐ Location Drainage Study (LDS)

☐ Hydraulic Report

☐ Noise Analysis

☐ Other: _____

Those seeking these reports should request access from:

Andy McKenna, PE, CFM, CPESC
Lochner
225 W. Washington Street, 12th Floor
312.994.9737
amckenna@hwlochner.com
Hours 8:00 AM to 5:00 PM, Monday – Friday

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

Effective: January 1, 2019
Revised: December 1, 2021

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

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

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

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing [1/ 2/]
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.

2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

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

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

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

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

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION
Effective: August 1, 2012 Revised: February 2, 2017

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

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

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

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

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of $15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 1.

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

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

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of $15.00 per hour.

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

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

Village of Orland Park

Cook County Department of Transportation and Highways

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

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

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

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

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

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

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

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

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

Density Verification Method	
☐	Cores
☒	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

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

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

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

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

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

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

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

Illinois Department of Transportation

Storm Water Pollution Prevention Plan

Route	Marked Route	Section Number
FAU 2696	104th Avenue	15-00077-00-BT
Project Number	**County**	**Contract Number**
EIBV(945)	Cook	61H84

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
Sean Marquez	3/7/2022

Print Name	Title	Agency
Sean Marquez	Village Engineer	Village of Orland 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:

The project begins at 163rd Place along the east side of 104th Avenue. The proposed mixed use path continues north to the intersection with US 6 (159th Street) for a distance of 3057 feet (0.579 miles) in Cook County in the Village of Orland Park, Illinois. The project is located in Section 20/21 - Township 36, Range 12E. Latitude 41.59957/Longitude -87.87196

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:

This project consists of construction of an eight foot HMA mixed used path on the east side of 104th Avenue. A two foot wide HMA shoulder with Type B-6.24 curb and gutter will be constructed along the east side of 104th Avenue to allow for the construction of the path. The work performed under this contract consists of earth excavation and fill, HMA pavement widening and the installation of concrete curb and gutter, HMA path, guardrail removal and replacement, pedestrian rail, modification of an existing culvert headwall, storm drainage system, installation of a reinforced soil slope system, landscaping, erosion and sediment control, signs, maintenance of traffic and all other appurtenant work required to complete the project in accordance with the plans, specifications and all other applicable standards.

C. Provide the estimated duration of this project:

5 months

D. The total area of the construction site is estimated to be 7.72 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 2.39 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:

Before = 0.57, After = 0.61

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

69A - Milford silty clay loam, Erosion factor = 0.24 (low)
298B - Beecher silt loam, Erosion factor = 0.37 (very high)
530D2 - Ozaukee silt loam, Erosion factor = 0.43 (very high)
531B - Markham silt loam, Erosion factor = 0.37 (very high)
531C2 - Markham silt loam, Erosion factor = 0.37 (very high)
805B - Orthents, clayey, undulating, Erosion factor = 0.32 (high)
903A - Muskego and Houghton mucks, N/A

Existing slopes range from 1:10 (V:H) to 1:2
Proposed slopes range from 1:6 to 1:1.3

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

0.36 AC

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

Moderate to high erosive soils throughout project area. Very poor soil conditions (organic) and steep slopes from 118+50 to 128+00. The proposed slopes in this area will supported by a reinforced soil slope system (RSS). See stabilization practices section for additional information.

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.):

There is one stage of construction for this project.

1. Removal of 3' of existing pavement and replacement with a two foot wide HMA shoulder with Type B-6.24 curb and gutter along the east side of 104th Avenue.
2. Topsoil stripping, clearing, grading (graded fore-slopes range from 10-20 feet in length and 1:3 (V:H) to 1:1.3 slopes). Moderate to high erosive potential.
3. Construction of proposed HMA shared-use path.
4. Guardrail removal and replacement, pedestrian rail, modification of an existing culvert headwall, storm drainage system, installation of a reinforced soil slope system and landscaping.

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:

The surface runoff from this project will be conveyed to Waters of the United States within the Village of Orland Park. See section M below.

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

Village of Orland Park, Cook County, Illinois Department of Transportation

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:

The direct receiving waters for the project are Marley Creek and Marley Creek Tributary D. Marley Creek and Marley Creek Tributary D are tributary to Hickory Creek whose ultimate receiving water is the Des Plaines River. None of these waters are identified by the Illinois Department of Natural Resources as "Biologically Significant Streams".

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.

The wetland and water areas outside the proposed limits of construction shall remain protected and undisturbed. Construction equipment and material storage will not be allowed in these wetland and water areas. A 404 permit will be issued for the impacts to the wetlands and Waters of US.

Wetland exclusion fencing and "Wetland - No Intrusion" signage shall be provided at the boundary of all ROW/ permanent easement and un-impacted wetlands and/or Waters of the US.

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.

Floodplain, Wetland Riparian

☐ 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:

The use of construction best management practices (temporary erosion control seeding, temporary ditch checks, perimeter erosion barrier, floatation silt surtain, sediment filtration bags, non-erodibale cofferdams, erosion control blanket, turf reinforcement mat, and inlet filters) are intended to reduce impacts on receiving waters.

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:

Dewatering will be required to regrade the fore-slope and install the RSS system from Station 123+00 to 128+00 on the east side of the roadway. A modification of an existing concrete headwall near Station 123+00 on the east side of the roadway will also require dewatering.

☐ Applicable Federal, Tribal, State, or Local Programs

☒ Floodplain

Floodplain for Marley Creek and Marley Creek Tributary D

☐ Historic Preservation

☐ 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

☐ Other

☒ Wetland

Wetland Site 1 (Not a high quality aquatic resource). 0.001 acre permanent impact and 0.053 temporary impact.

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:

- ☒ Erosion Control Blanket / Mulching
- ☒ Geotextiles
- ☒ Permanent Seeding
- ☒ Preservation of Mature Seeding
- ☐ Protection of Trees
- ☐ Sodding
- ☐ Temporary Erosion Control Seeding
- ☒ Temporary Turf (Seeding, Class 7)
- ☒ Temporary Mulching
- ☐ Vegetated Buffer Strips
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____

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

Seeding, Class 7 and Mulch Method 3 will be used to stabilize areas disturbed by construction if permanent seeding cannot be installed due to future disturbance or if outside allowable permanent seeding dates.

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

Permanent Seeding, Geotextiles and a Reinforced Soil Slope System will be used to permanently stabilize the soil throughout the project limits. The Reinforced Soil Slope System will be used to permanently stabilize graded slopes 1:1.5 and steeper between stations 118+50 and 128+00. Turf Reinforcement Mat will be used to stabilize the steep slopes and highly erodible soils from 118+50 to Northern project limits.

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.

- ☐ Aggregate Ditch
- ☐ Concrete Revetment Mats
- ☒ Dust Suppression
- ☒ Dewatering Filtering
- ☐ Gabions
- ☒ In-Stream or Wetland Work
- ☒ Stabilized Construction Exits
- ☐ Stabilized Trench Flow
- ☐ Slope Mattress
- ☐ Slope Walls
- ☒ Temporary Ditch Check
- ☐ Temporary Pipe Slope Drain

- ☐ Level Spreaders
- ☐ Paved Ditch
- ☐ Permanent Check Dams
- ☒ Perimeter Erosion Barrier
- ☐ Permanent Sediment Basin
- ☐ Retaining Walls
- ☐ Riprap
- ☒ Rock Outlet Protection
- ☐ Sediment Trap
- ☒ Storm Drain Inlet Protection
- ☐ Temporary Sediment Basin
- ☒ Temporary Stream Crossing
- ☒ Turf Reinforcement Mats
- ☒ Other (Specify) Reinforced Soil Slope
- ☒ Other (Specify) Floatation Silt Curtain
- ☒ Other (Specify) Non erodable cofferdams
- ☐ Other (Specify)
- ☐ Other (Specify)
- ☐ Other (Specify)
- ☐ Other (Specify)

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

Perimeter erosion barrier will be placed prior to any earth disturbing and grading activities. Floation silt curtain, non erodable cofferdams and sediment filtration bags will be used to isolate work areas in wet areas/waters to allow for work in the dry. Temporary ditch checks will be installed in proposed ditches. Inlet filters will be installed under the grates of all propesed inlets and catch basins and also in existing drainage structures that may receive sediment laden runoff from the construction site. Stabilized construction entrance will be installed where construction traffice enters/exits onto public roads. Turf reinforcement matting will be used in ditches with steep grades to stabilize the ditch and maintain vegetation as well as on steep side slopes. Rock outlet protection (riprap) shall be placed at sewer outlet locations specified in the plans.

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

Temporary structural practices will be removed after construction activities have been completed and permanent vegetation is established. The RSS will remain to minimize earth disturbance and to allow for construction within right-of-way in critical areas.

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:

Vegetative ditches will be constructed to convey stormwater and promote inflitration and filtration of runoff. Riprap is to be placed at specified sewer outlet locations to prevent erosion from high outlet velocities.

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

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

The Contractor must follow the requirements as shown on the soil erosion and sediment control plans and details and this SWPPP and as directed by the Engineer.

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.

Storm drain inlet protection (Inlet Filters): Remove sediment from inlet filter basket when basket is 25% full or 50% of the fabric pores are covered with silt. Remove ponded water on road surfaces immediately. Clean filter if standing water is present longer than one hour after a rain event. Remove trash accumulated around or on top of practice. When filter is removed for cleaning, replace filter if any tear is present.

Temporary Seeding: Reapply seed if stabilization hasn't been achieved. Apply temporary mulch to hold seed in place if seed has been washed away or found to be concentrated in ditch bottoms. Restore rills, greater than 4 inches deep, as quickly as possible on slopes steeper than 1V:4H to prevent sheetflow from becoming concentrated flow patterns. Mow, if necessary, to promote seed soil contact when excessive weed development occurs, a common indication of ineffective temporary seeding.

Mulch: Repair straw if blown or washed away, or if hydraulic mulch washes away. Place tackifier or an ECB if mulch does not control erosion.

Erosion Control Blanket: Repair damage due to water running beneath the blanket and restore ECBs when displacement occurs. Reseeding may be necessary. Replace all displaced ECBs and restaple.

Turf Reinforcement Mats: Repair improper toe entrenching of TRM. Correct undermining, gaps, displacement, or storm water flowing around or under the TRM.

Perimeter Erosion Barrier: Repair tears, gaps or undermining. Restore leaning PEB and ensure taut. Repair or replace any missing or broken stakes immediately. Clean PEB if sediment reaches one-third height of barrier. Remove PEB once final stabilization establishes since PEB is no longer necessary and should be removed. Repair PEB if undermining occurs anywhere along its entire length.

Floatation Silt Curtain: Accumulated sediment shall be removed per manufacturers' directions but not less than when the capacity for sediment storage has been reduced by half. Sediment that has been removed shall be placed and stabilized such that it will not reenter the water body.

Temporary Ditch Checks: Remove sediment from upstream side of ditch check when sediment has reached 50% of height of structure. Repair or replace ditch checks whenever tears, splits, unraveling or compressed excelsior is apparent. Replace torn fabric mat that may allow water to undermine the ditch check. Remove debris (garbage, corn stalks, etc.) when observed on check. Reestablish the flow over the center of the ditch check. Remove ditch checks once all upslope areas are stabilized, seed or otherwise stabilize TDC area(s).

Outlet Protection: Restore dislodged protection at outlet structures and correct erosion that may occur. Remove sediment buildup that deposits in the protection. Remedy deficient areas, prone to increased erosion, immediately to prevent greater deficiencies. Remove sediment when voids are full and replace protection. Protection is reusable if the accumulated sediment is removed.

Sediment Removal Dewatering Operations: Inspection frequencies depend on dewatering method, quantity of discharge and the receiving water body's quality. xEnsure proper operation and compliance with permits or water quality standards. Remove accumulated sediment from the flow area. Dispose of sediment in accordance with all applicable laws and regulations. Remove and replace dewatering bags when half full of sediment or when discharge rate is impractical. Immediately stop discharge if receiving area shows signs of cloudy water, erosion, or sediment accumulation.

Stabilized Construction Exits: Replenish stone or replace exit if vehicles continue to track sediment onto the roadway from the construction site. Sweep sediment on roadway from construction activities immediately. Ensure culverts are free from damage. Use street sweeping in conjunction with this BMP to remove sediment not removed by the stabilized construction exit.

All ESC measures will be maintained in accordance with the IDOT Erosion and Sediment Control Field Guide for Construction Inspection (dated July 1, 2010): (http://www.dot.il.gov/desenv/environmental/IDOT%20Field%20Guide.pdf) and IDOT's Best Management Practices – Maintenance Guides: http://www.dot.state.il.us/desenv/environmental/bestpractices.html

All maintenance of erosion and sediment control systems is the responsibility of the Contractor. The contractor shall be required to submit a plan to the Engineer detailing how the sediment basin will be kept in effective operating condition and how accumulated sediment will be removed.

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.

Illinois Environmental Protection Agency

Bureau of Water ● 1021 North Grand Avenue East ● P.O. Box 19276 ● Springfield ● Illinois ● 62794-9276

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

Permit Information

This form has not yet been certified.

Master Permit Number: ILR100000

NPDES ID:

State/Territory to which your project/site is discharging: IL

Is your project/site located on federally recognized Indian Country Lands? No

By Indicating "Yes" below, I confirm that I understand that this General Permit only authorizes the allowable stormwater discharges in Part I.B.1 and Part I.B.2. Any discharges not expressly authorized in part I.B.3 of this permit cannot become authorized or shielded from liability under CWA Section 402(k) by disclosure to EPA, State, or local authorities after issuance of this permit via any means, including the Notice of Intent (NOI) to be covered by the permit, the Stormwater Pollution Prevention Plan (SWPPP), during an inspection, etc. If any discharges requiring NPDES permit coverage other than the allowable stormwater discharges listed in Part I.B.1 and Part I.B.2, they must be covered under another NPDES permit.

Yes

Is your construction site less than one acre? No

Owner and Operator Information

Owner (Company) Information

Owner (Company) Name: Village of Orland Park

Owner Type: City

Owner (Company) Mailing Address

Address Line 1: 14700 Ravinia Avenue

Address Line 2:

City: Orland Park

ZIP/Postal Code: 60462

State: IL

Owner (Company) Point of Contact Information

First Name Middle Initial Last Name: Sean Marquez Marquez

Professional Title: Village Engineer

Phone: 708-403-6171 **Ext.:**

Email: smarquez@orlandpark.org

Operator (Contractor) Information

Is the Operator Information the same as the Owner Information? No

Operator (Contractor) Name: TBD

Operator (Contractor) Mailing Address

Address Line 1:

Address Line 2:

City:

ZIP/Postal Code:

State:

Operator (Contractor) Point of Contact Information

First Name Middle Initial Last Name:

Professional Title:

Phone: **Ext.:**

Email:

NOI Preparer Information

☑ **This NOI is being prepared by someone other than the certifier.**

First Name **Middle Initial** **Last Name:** Andrew W McKenna

Organization: H.W. Lochner, Inc.

Phone: (312) 372-3011 **Ext.:**

Email: amckenna@hwlochner.com

Project/Site Information

Project/Site Name: 104th Avenue Shared Use Path

Project/Site Location

Address Line 1: 104th Avenue at 159th Street

Address Line 2:

City: Orland Park

ZIP/Postal Code: 60467

State: IL

County or Similar Division: Cook

Latitude/Longitude for the Project

Latitude/Longitude Format: Decimal Degrees

Latitude/Longitude: 41.600295°N, 87.872037°W

Other Project Information

Approximate Construction Start Date: 08/01/2022 **Approximate Construction End Date:** 12/09/2022 **Total Size of Construction Site in Acres:** 7.72

Type of Construction: Transportation

SIC Code: 1622

Type a detailed description of the Project:

This project consists of construction of an eight foot HMA mixed used path on the east side of 104th Avenue. A two foot wide HMA shoulder with Type B-6.24 curb and gutter will be constructed along the east side of 104th Avenue to allow for the construction of the path. The work performed under this contract consists of earth excavation and fill, HMA pavement widening and the installation of concrete curb and gutter, HMA path, guardrail removal and replacement, pedestrian rail, modification of an existing culvert headwall, storm drainage system, installation of a reinforced soil slope system, landscaping, erosion and sediment control, signs, maintenance of traffic and all other appurtenant work required to complete the project in accordance with the plans, specifications and all other applicable standards

SWPPP Information

Has the SWPPP been prepared in advance of filing this NOI as required? Yes

SWPPP Contact Information

First Name **Middle Initial** **Last Name:** Sean Marquez Marquez

Organization:

Professional Title: Village Engineer

Phone: 708-403-6171 **Ext.:**

Email: smarquez@orlandpark.org

Project Inspector

Is the Project Inspector Information the same as the SWPPP Contact Information? Yes

Use the space below to upload a copy of your SWPPP.

Name	Uploaded Date	Size
61H84_SWPPP.pdf (attachment/1494198)	04/04/2022	7.60 MB

Receiving Water Information

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

Owner of Storm Sewer System:

Name of closest receiving waterbody to which you discharge: Marley Creek and Marley Creek Tributary D

Historic Preservation and Endangered Species Compliance

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

Historic Preservation Office: Yes

Use the space below to upload a copy of your Historic Preservation Office approval letter.

Name	Uploaded Date	Size
61H84_SHPO .pdf (attachment/1494218)	04/04/2022	388.18 KB

IDNR Impact Assessment Section: Yes

Use the space below to upload a copy of your EcoCAT approval letter.

Name	Uploaded Date	Size
61H84_TE Species Clearance.pdf (attachment/1494219)	04/04/2022	2.66 MB

Certification Information

Form has not been certified yet.

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
231 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60604-1437

REPLY TO
ATTENTION OF:

September 3, 2021

Operations Division
Regulatory Branch
LRC-2021-00672

SUBJECT: Authorization to discharge 0.04 acres of permanent fill and 0.12 acres of temporary impacts to Waters of the United States for 104th Avenue Multi-Use Trail, West 159th Street to 163rd Place, Orland Park, Cook County, Illinois (Latitude 41.59957, Longitude -87.87196)

Sean Marquez
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

Dear Mr. Marquez:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 2 and 7 and the General Conditions for all activities authorized under the Regional Permit Program.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled Route 2696 Section 15-00077-00-BT Project 104th Avenue Multi-use Path Construction 159th Street to 163rd Place, dated March 19, 2021, prepared by H.W. Lochner. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

Please be aware that the activity may not be completed until you submit the following information to our office:

1. Prior to the commencement of any work, you shall receive a determination by the Will-South Cook County Soil and Water Conservation District that the Soil Erosion and Sediment Control (SESC) plans meet technical standards.

Upon receipt of the above information, the activity may be completed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP, including conditions of water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency (IEPA). If the design, location, or purpose of the project is changed, you should contact this office to

determine the need for further authorization

The following special conditions are a requirement of your authorization:

1. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Will – South Cook Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.

    a. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. You shall contact the SWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.
    b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
    c. Prior to commencement of any in-stream work, you shall submit constructions plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.

2. Under no circumstances shall the Contractor prolong final grading and shaping so that the entire project can be permanently seeded at one time. Permanent stabilization within the wetland and stream buffers identified in the plans shall be initiated immediately following the completion of work. Final stabilization of these areas should not be delayed due to utility work to be performed by others.

3. Please note that this site is within the aboriginal homelands of several American Indian Tribes. If any cultural, archaeological or historical resources are unearthed during activities authorized by this permit, work in that area must be stopped immediately and the Corps, State Historic Preservation Office and/or Tribal Historic Preservation Office must be contacted for further instruction. The Corps will initiate the coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing on the National Register of Historic Places.

4. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.

5. A copy of this authorization must be present at the project site during all phases of construction.

6. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.

7. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions.

8. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.

9. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.

10. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.

11. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.

12. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.

13. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.

14. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or pre-construction conditions and fully stabilized prior to accepting flows.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. If you have any questions regarding Section 401 certification, please contact Mr. Darin LeCrone at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-0610.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Mr. Aaron Spencer of my staff by telephone at (312) 846-5540, or email at Aaron.D.Spencer@usace.army.mil.

Sincerely,

Diedra L. McLaurin

Diedra L. McLaurin
Team Lead
Regulatory Branch

Enclosures

Copy Furnished:

Metropolitan Water Reclamation District of Greater Chicago (Maureen Durkin)
Will-South Cook SWCD (Dan Jay)
Huff & Huff, Inc. (Laila Reich)

PERMIT COMPLIANCE

CERTIFICATION

Permit Number: LRC-2021-00672

Permittee: Sean Marquez
Village of Orland Park

Date: September 3, 2021

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.[1]

_____ _____
PERMITTEE DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

[1] If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.

WILL/SOUTH COOK SOIL & WATER CONSERVATION DISTRICT
Leadership in Resource Management Since 1946
1201 S. Gougar Rd • New Lenox, IL 60451
(815) 462-3106 • Fax (815) 462-3176
www.will-scookswcd.org

Sean Marquez
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

March 28, 2022

RE: Erosion Control Plan Review/Approval
LRC – 2021-672
WSCSWCD# 21-611
104th Ave. Multi-Use Trail

Dear Mr. Marquez:

We have reviewed the revised documents sent to our office on March 25, 2022 as they relate to erosion control measures pertaining to the above-mentioned project. The plan meets the technical standards of the Will-South Cook SWCD for SESC and is hereby Approved.

Please keep a copy of the approved documents on site at all times for review, upon request, by the Will-South Cook SWCD or any other authorized agency. Please also notify our office of the preconstruction meeting and at the start of work.

If you have any questions, please contact Lyn Nitz-Mercaeant at (815) 462-3106, ext. 3.

Sincerely,
Will / South Cook SWCD

Lyn Nitz-Mercaeant

Lyn Nitz-Mercaeant
CESSWI – in Training
Resource Conservationist

cc: Andy McKenna (H.W. Lochner)
Kathleen Chernich (ACOE)

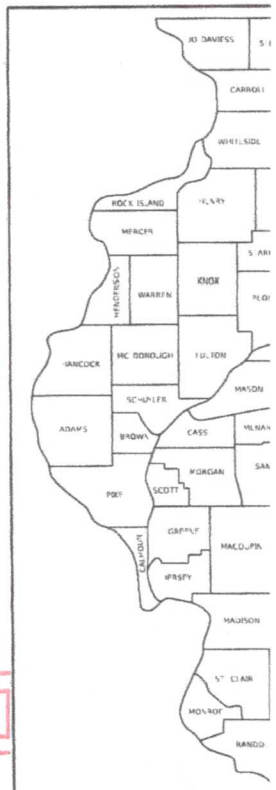
F.A. RTE.	
2696	

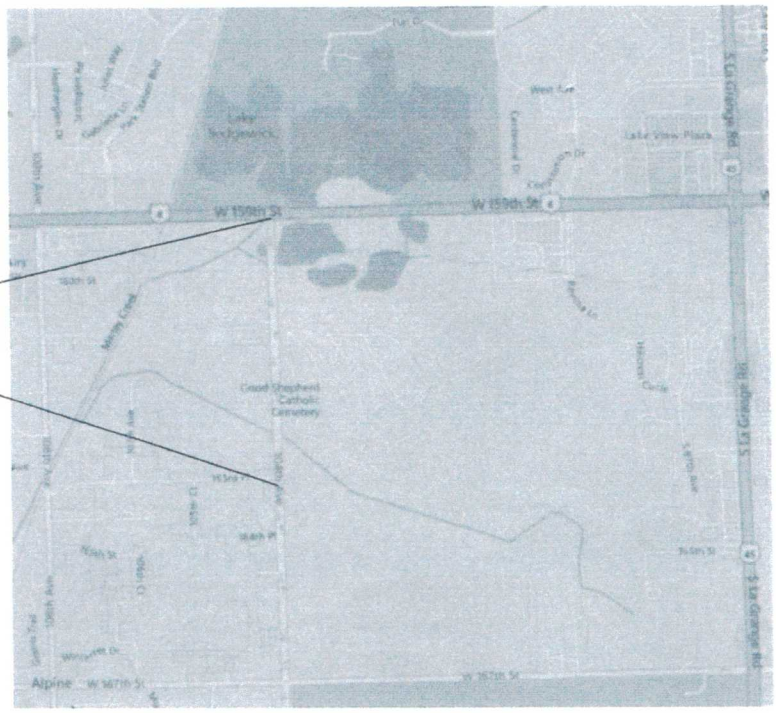
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PROPOSED HIGHWAY PLANS

ROUTE 2696
SECTION 15–00077–00–BT
PROJECT
104TH AVENUE
MULTI–USE PATH CONSTRUCTION
159TH STREET TO 163RD PLACE
VILLAGE OF ORLAND PARK
COOK COUNTY

C–9x–xxx–xx





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WILL/SOUTH COOK SOIL & WATER CONSERVATION DISTRICT
Leadership in Resource Management Since 1946

Approved 3/28/22
Lynette Mercuen
LRC-2021-672
WSC 21-611

LOCATION OF SECTION INDICATI

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RURAL M
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NET LENGTH = 3057.00 FT. = 0.579 MILE

PRINTED B
OF THE S

WATERSHED MANAGEMENT PERMIT

Watershed Management Permit No. 22-7008

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO
111 EAST ERIE, CHICAGO, ILLINOIS, 60611

www.mwrd.org

INSTRUCTIONS FOR COMPLETING PERMIT FORM: Submit two original signed copies of this permit application (nine pages) and any required WMO schedules listed below; do not leave any blank spaces; use "X" for checking applicable information. Also submit two copies of location map and plans. Address all correspondence to the Local Sewer Systems Section; for any inquiries or assistance, telephone (312) 751-3255.

NAME AND LOCATION:

Name of Project (as shown on plans): 104th Avenue Multi-Use Path Construction, 159th Street to 163rd Place, Village of Orland Park, Cook County

Location of Project (street address or with respect to two major streets): 104th Avenue and 159th Street

Municipality (Township, if unincorporated) Village of Orland Park

Section 20 and 21, Township 36 N, Range 12 E

PIN (include all PINs for project, use additional sheets if more than two): 27-21-100-002-0000 ; 27-21-300-001-0000

Check type of sewer area for project: ☐ Combined Sewer Area ■ Separate Sewer Area

■	Project Information (Required in all cases)	WMO Schedule A	(Page 5 of 9)
■	Sewer Summary (Required in all cases)	WMO Schedule B	(Page 6 of 9)
■	Sewer Connections (Required in all cases)	WMO Schedule C	(Page 7 of 9)
☐	Detention & Stormwater Management Facilities (WMO)	WMO Schedule D	(3 Pages)
☐	Detention & Stormwater Management Facilities (Legacy)	WMO Schedule D_{Legacy}	(4 Pages)
☐	Lift Station and/or Force Main	WMO Schedule E	(2 Pages)
☐	Characteristics of Waste Discharge	WMO Schedule F	(2 Pages)
☐	Treatment or Pretreatment Facilities	WMO Schedule G	(2 Pages)
■	Hazard Areas (Floodplain / Floodway /Riparian Areas)	WMO Schedule H	(2 Pages)
☐	Affidavit Relative to Compliance with Article 7	WMO Schedule J	(1 Page)
☐	Affidavit of Disclosure of Property Interest	WMO Schedule K	(2 Pages)
☐	Notice of Requirements for Storm Water Detention	WMO Schedule L	(2 Pages)
☐	Current Survey of Property Interests (Attachment for Schedule K or L)	Exhibit A	
☐	Outfall, Direct Connection, District Owned or Leased Property	WMO Schedule O	(1 Page)
■	Soil Erosion and Sediment Control	WMO Schedule P	(2 Pages)
☐	Recording and Maintenance	WMO Schedule R	(2 Pages)
☐	Recording Exhibit (Attachment for Schedule K or L)	Exhibit R	
■	Wetlands and Wetland Buffer Areas	WMO Schedule W	(2 Pages)

Refer to Table 1 of § 201 of Article 2 of Watershed Management Ordinance for applicable Permitting Authority.

OTHER DOCUMENTS: Indicate title, number of pages and originator Wetland and Waters of the US Investigation, 104th Avenue Bike Path, 71 pages, Huff& Huff, Inc.; IDOT Natural Resources Report, IDOT 17 pages; Floodplain Fill & Compensatory Storage Report, 29 pages, H.W.Lochner, Inc.

NOTE: ATTACH FEE PAYMENT VOUCHER AND PAYMENT IF APPLICABLE

DISTRICT USE ONLY

Application received: _____ WMO Permit issued: _____ WRP: _____

Issued by: ☐ DISTRICT ☐ Authorized Municipality

WMO PERMIT
GENERAL CONDITIONS

WMO Permit Number: 22-7008

1. **Definitions.** The definitions of Appendix A of the Watershed Management Ordinance are incorporated into this Watershed Management Permit by reference. Additionally, the following words and phrases shall be defined as follows:
    a) **Building and Occupancy Permit.** Building and Occupancy Permit issued by the Municipality.
    b) **Design Engineer.** A Professional Engineer who prepares plans and specifications for the project, and signs the Watershed Management Permit Application.
    c) **Inspection Engineer.** A Professional Engineer who inspects the development to ensure compliance with the design plans, specifications, a Watershed Management Permit, and the Watershed Management Ordinance.
    d) **Permit.** Watershed Management Permit.
    e) **General Conditions.** General Conditions contained in a Watershed Management Permit.
    f) **Special Conditions.** Special Conditions of this Watershed Management Permit.

2. **Adequacy of Design.** The schedules, plans, specifications and all other data and documents submitted for this Permit are made a part hereof. The Permit shall not relieve the Design Engineer of the sole responsibility for the adequacy of the design. The issuance of this Permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.

3. **Joint Construction and Operation Permits.** Unless otherwise stated by the Special Conditions, the issuance of this Permit shall be a joint construction and operation permit, provided that the Permittee or Co-Permittee has complied with all General and Special Conditions.

4. **Allowable Discharges.** Discharges into the Sanitary Sewer system constructed under this Permit shall consist of sanitary Sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this Permit. Stormwater shall not be permitted to enter the Sanitary Sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the Sanitary Sewer system.

5. **Construction Inspection.** All erosion and sediment control facilities, Stormwater Facilities, Detention Facilities, and Qualified Sewer Construction shall be inspected and approved by an Inspection Engineer acting on behalf of the Permittee or the Owner of the project, or by a duly authorized and competent representative of the Inspection Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.

6. **Maintenance.** Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, Sanitary Sewer lines, Combined Sewer lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the Permittee, the Co-Permittee, the property served, the Owner and the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property, unless the District has authorized assignment of the permit.

7. **Indemnification.** The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless the Metropolitan Water Reclamation District of Greater Chicago ("District", "MWRD", or "MWRDGC") and its Commissioners, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District and its Commissioners, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the District and its Commissioners, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

   The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless an Authorized Municipality and its elected officials, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Authorized Municipality and its elected officials, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality

of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the Authorized Municipality and its elected officials, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

8. **Sewer Construction by District.** Permittee understands and acknowledges that the District has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this Permit is issued, and that by the District constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this Permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

   Therefore, by accepting this Permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the District and its Commissioners, officers, employees, servants, and agents of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the District and its Commissioners, officers, employees, servants, and agents for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the District of sewer service facilities in the service area contemplated by this Permit, the rendering of such services, which District facilities and services decrease the value of the facilities constructed by the Permittee under this Permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under 70 ILCS 2605/19; the taking of private property for public use without due compensation; the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.

9. **Third Parties.** Regarding Qualified Sewer Construction, this Permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the District or of any other parties, (b) to construct outside of the territorial boundaries of the District except as allowed under an extraterritorial service agreement, (c) to construct or encroach upon the territorial boundaries of any units of local government within the District, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.

10. **Costs.** It is expressly stipulated and clearly understood that the Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, or facilities for which the Permit is issued shall be constructed, operated and maintained at no cost to the District.

11. **Other Sewer Construction.** The District reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to a District interceptor and/or in public right-of-ways of District easements, and to introduce additional Sewage flow through this connection into the intercepting sewer of said District.

12. **Change of Use.** This Permit shall be incorporated in the Building and Occupancy Permit for the Building or Buildings served under this Permit. The Owner or occupant of any Building served under this Permit shall not cause, or permit, a change of use of the Building to a use other than that indicated in this Permit without first having obtained a written permission from the Executive Director of the District.

13. **Interceptors Overloading.** The District hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.

14. **Transferability.** This Permit may not be assigned or transferred without the written consent of the Executive Director of the District or Enforcement Officer of an Authorized Municipality. However, a Sole Permittee may be required to assign or transfer the Permit when divesting itself of ownership to a third-party and should notify the District prior to such divestment so that the District may determine whether assignment to the new owner is necessary.

15. **Termination.** The District has the right to enforce or revoke a Permit issued by either the District or an Authorized Municipality as outlined in Article 12 of the Watershed Management Ordinance.

    It is understood and agreed that in the event the Permittee shall default on or fail to perform and carryout any of the covenants, conditions or provisions of this Permit and such default or violation shall continue for sixty (60) days after receipt of notice thereof in writing given by the Executive Director of the District, then it shall be lawful for the District at or after the expiration of said sixty (60) days to declare said Permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this Permit. If the

Permittee fails to do so, the District shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the District for said disconnection.

16. **Rights and Remedies.** The various rights and remedies of the District contained in this Permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the District to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the District to pursue any other rights or remedies provided under the terms and provisions of this Permit or under any applicable rules, regulations, ordinances or laws.

17. **Expiration.** This Permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired Permit is deemed construction without a Permit. All construction under this Permit shall be completed within three (3) years after the date of permit issuance. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one (1) year period indicated will be considered from the date of final court action.

18. **Revocation.** In issuing this Permit, the District or Authorized Municipality has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this Permit, and all the rights of the Permittee hereunder shall immediately become null and void.

19. **Advance Notice.** The Permittee shall give the District or Authorized Municipality advance notice of at least two working days prior to the following: mobilization and installation of Erosion and Sediment Control Practices; commencement of construction; excavation for Qualified Sewer Construction; Major Stormwater Systems and Detention Facilities under this Permit; and completion of construction. When advance notice is given, the Permittee shall provide the Permit number, municipality and location.

20. **Compliance with Plans and Specifications.** All construction shall be in accordance with the plans and specifications submitted for this Permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or Permit requirements shall be permitted unless revised plans have been submitted to, and approved by the District or Authorized Municipality. The Permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the jobsite at all times during construction and until final inspection and approval by the District or Authorized Municipality.

21. **Testing and Approval.** All construction under this Permit shall be subject to inspection, testing and approval by the District. All testing shall be made, or caused to be made, by the Permittee at no cost to the District and in the presence of the District representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the District. No sewer or other facilities shall be put in service until all the conditions of the Permit have been satisfactorily met.

22. **Record Drawings.** Before final inspection and approval by the District or an Authorized Municipality, the Permittee shall furnish, or cause to be furnished to the District or an Authorized Municipality, a set of Record drawings and Schedule R for the site stormwater plan, Detention Facilities, Stormwater Facilities, and Qualified Sewer Construction.

23. **Compliance with Rules and Regulations.** The Permittee hereby expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this Permit shall not constitute a waiver of any applicable requirements.

24. **Severability.** The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit, is held invalid, the remaining provisions of this Permit shall continue in full force and effect.

25. **Property Rights.** This Permit does not convey any property rights of any sort, or any exclusive privilege.

26. **Conflict with Other Conditions.** In the case of conflict between these General Conditions and any other condition(s) in this permit, the other condition(s) shall govern.

WMO SCHEDULE A
PROJECT INFORMATION

Watershed Management Permit No. 22-7008

1. **NAME OF PROJECT** 104th Avenue Multi-Use Path Construction, 159th Street to 163rd Place, Village of Orland Park, Cook County
(as shown on the plans)

2. **APPURTENANCES** (check all applicable items)

☐ Siphon ☐ Drop Manholes ☐ Public Lift Station (Submit Sch. E) ■ Outfalls (Submit Sch. O)

■ Stream Crossing ☐ Direct Connections to District → Describe _____

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

A. System that project will connect to is:
☐ Existing ☐ Proposed /Under Construction→ District Permit # _____

List owners of all sewers from project to District interceptor _____

_____

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

A. System that project will connect to is:
☐ Existing ☐ Proposed /Under Construction→ District Permit # _____

List owners of all sewers from project to waterway _____

_____

5. **EXISTING LIFT STATION**

■ No ☐ Yes →Receiving system includes existing lift station

If yes, indicate location _____

6. **FLOOD PROTECTION AREAS**
Does any part of the project area involve the following? (check all applicable items)

■ Floodplain/Floodway/Riparian (Schedule H) ■ Wetlands/Buffers/Riparian (Schedule W)

7. **SIZE OF PROJECT**

			Impervious area within project	
A. Total contiguous ownership interest	N/A ROW	acres	C. Before development	0.57 acres
B. Development Area	7.72	acres	D. After development	0.61 acres

8. **STORMWATER MANAGEMENT**

A. Is project in the service area of a District permitted detention facility?
■ No ☐ Yes → District Permit No. _____

B. Is stormwater management provided under this permit?
■ No ☐ Yes → Required by: ☐ District (Submit Sch. D) ☐ Other

C. Type of stormwater management

☐ Runoff Control ☐ Volume Control ☐ Detention Storage

WMO SCHEDULE B
SEWER SUMMARY

Watershed Management Permit No. 22-7008

PROJECT NAME: 104th Avenue Multi-Use Path Construction, 159th Street to 163rd Place, Village of Orland Park, Cook County
(as shown on the plans)

1. **SEWER SUMMARY:** Include all qualified sewer construction sewers (Sanitary sewers in combined and separate sewer areas and Storm sewers in combined sewer area) and their tributary type:
Sanitary (San), Combined (C), Storm to Combined (SC), Storm to Waterway (SW), or Storm part of Volume Control (SVC)

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

* Pipe material and joint specifications must be shown on plans. See Technical Guidance Manual for acceptable specifications.

Sewer construction in floodplain: ☐ No ■ Yes → FPE 688.6 ft.

Sanitary Manholes in floodplain N/A-Note that storm sewer construction in floodplain is storm outfall in a separate sewer area

Note: All structures shall have lids located above the FPE or be constructed with watertight, bolt down covers/lids.

2. **NATURE OF PROJECT** (Check all that apply)

Brief description 0.6 miles of HMA Multi-Use Path Construction along the east side of 104th Avenue

- ■ Publicly financed
- ☐ Sewer extension to serve future development
- ☐ Sewer system serving a subdivision
- ☐ Storm sewers in combined sewer area
- ☐ Off-site trunk sewer to serve subdivision
- ☐ Service connections to serve buildings (Sch. C)
- ☐ Other N/A

3. **SEWER EXTENSIONS**

Identify proposed project designed to service future connections (not included in Schedule C). Check the appropriate box and submit service area map and estimate of population equivalent (PE) to be served.

■ NO ☐ YES → ☐ Service area map

☐ P.E. estimate submitted

WMO SCHEDULE C SEWER CONNECTIONS

Watershed Management Permit No. 22-7008

(FILL OUT ALL SECTIONS THAT APPLY)

1. BUILDING CONNECTION DATA

A. RESIDENTIAL BUILDINGS

☐ Single Family — Total dwelling units * N/A

Number of sewer connections * _____ PE** _____

☐ Multi Family — Total dwelling units * _____

Number of sewer connections * _____ PE** _____

B. COMMERCIAL& RECREATIONAL BUILDINGS

☐ Number of sewer connections N/A PE** _____

C. INDUSTRIAL BUILDINGS

☐ Number of sewer connections N/A PE** _____

* Each sanitary line exiting a building is a connection

** Population Equivalent (Submit calculations for each connection and total from all connections)

2. BUILDING USE - (Check all that apply)

A. COMMERCIAL & RECREATIONAL

Describe use of buildings, including principal product(s) or activities No buildings are involved in the projects

☐ Food preparation or processing (install grease separator)

☐ Laundromat (install lint basin)

☐ Swimming pool (provide pool plans)

☐ Auto service (install triple basin)

☐ Manufacturing (describe) _____

☐ Auto wash (install mud basin)

☐ Other _____

B. INDUSTRIAL BUILDINGS

Describe use of buildings, including principal product(s) or activities _____

☐ Sewer connections will receive domestic sewage only

☐ Industrial waste is produced

NOTE: If industrial waste is produced, submit WMO Schedule F & WMO Schedule G and plumbing plans along with flow diagram for pretreatment system.

ENGINEERING CERTIFICATIONS

Watershed Management Permit No. 22-7008

CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Comments, if any: _____

Engineering Firm: H.W. Lochner, Inc **Telephone:** (312) 994 - 9767

Address: 225 W. Washington St., 12th Floor **City:** Chicago **Zip:** 60606

Signature: Andrew McKenna Project Manager **Date:** 3/1/2022
(Name and Title)

Email Address: amckenna@hwlochner.com

CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper in accordance with local requirements. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. ☒ YES ☐ NO

Local Sewer System: Village of Orland Park

Municipal Engineer: Sean Marquez, PE **Telephone:** 708-403-6171

Address: 14760 Ravinia Avenue **City:** Orland Park **Zip** 60462

Signature: Sean Marquez **Date:** 3/4/2022
(Name and Title)

Email Address: smarquez@orlandpark.org

CERTIFICATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the Permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the District or an Authorized Municipality before testing and approval by the District or Authorized Municipality of the completed work.

Engineering Firm: VILLAGE OF ORLAND PARK **Telephone:** 708/403-6171

Address: 14700 RAVINIA AVE **City:** ORLAND PARK **Zip** 60462

Signature: Sean Marquez - VILLAGE ENG. **Date:** 3/24/2022
(Name and Title)

Email Address: SMARQUEZ@ORLANDPARK.ORG

SPECIAL CONDITIONS

Watershed Management Permit No. 22-7008

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

If Permit is granted:

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

Name: Andrew McKenna

Address : 225 W. Washington St., 12th Floor Chicago, IL 60606
Email : amckenna@hwlochner.com

CERTIFICATE BY APPLICANTS: We have read and thoroughly understand the conditions and requirements of this Permit application, and agree to conform to the Permit conditions and other applicable requirements of the District. It is understood that construction hereunder, after the Permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the District or an Authorized Municipality. It is further understood that this application shall not constitute a Permit until it is approved, signed and returned by the Director of Engineering of the District or Enforcement Officer of an Authorized Municipality.

PERMITTEE **The project area is within municipal corporate limits.** ☒ Yes ☐ No ☐ Not Applicable	**CO-PERMITTEE** **(Co-Permittee is Property Owner)** Title to property is held in a land trust: ☐ Yes ☐ No If yes, Co-Permittee shall be beneficiary with Power of Direction
Municipality Village of Orland Park	Owner
Address 14700 Ravinia Avenue	Address
City Orland Park Zip 60462	City Zip
Signature Sean Marquez	Signature
Name Sean Marquez, PE (Print)	Name (Print)
Title Village Engineer	Title
Date 3/4/2022 Phone 708-403-6171	Date Phone
Email smarquez@orlandpark.org	Email

REVIEW AND APPROVAL BY THE DISTRICT OR AUTHORIZED MUNICIPALITY

Reviewed by: _____ **Date** 3/24/22
(Local Sewer Systems) or (Professional Engineer)

Approved for Issue
Approved by: Sean Marquez **Date** 3/24/2022
(For the Director of Engineering) or (Enforcement Officer)

SCHEDULE H

WMO Permit Number: 22-7008

FLOODPLAIN/FLOODWAY & RIPARIAN ENVIRONMENTS

NAME OF PROJECT: 104th Avenue Multi-Use Path Construction, 159th Street to 163rd Place, Village of Orland Park, Cook County

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

☐ Single-Family Home ☐ Residential Subdivision ☐ Multi-Family Residential

☐ Non-Residential ■ Right-of-Way ☐ Open Space

2. **FEMA FIRM PANELS**

Provide the Cook County FIRM panel(s) for the site: 17031C0701J and 17031C0703K

3. **FLOODPLAIN**

A. Is there regulatory floodplain located onsite?

☐ No ■ Yes → Provide the name(s) of the flooding source(s): Marley Creek Tributary D and Marley Creek Floodplains

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

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

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

696.9 (Tributary D) & 686.6 (Marley Creek) ft, NAVD 88.

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

FEMA Flood Insurance Study Cook County

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

■ No ☐ Yes

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

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

Floodplain Fill (acre-feet)		Compensatory Storage Provided (acre-feet)	
0.0018	0 – 10 Year	0.0024	0 – 10 Year*
0.1238	10 – 100 Year	0.1478	10 – 100 Year*
0.1256	Total	0.1502	Total**

* Must be at least 1.0 times the floodplain fill

** Must be at least 1.1 times the floodplain fill

SCHEDULE H

WMO Permit Number: 22-7008

FLOODPLAIN/FLOODWAY & RIPARIAN ENVIRONMENTS

4. FLOODWAY

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

☐ No ■ Yes → Provide copy of IDNR-OWR Floodway Construction Permit for the development and describe appropriate use: Storm outfalls, recreational facilities such as playing fields and trail systems and modifications to culverts are all listed as appropriate uses per Section 3708.70 of part 3708 Rules.

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

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

5. RIPARIAN ENVIRONMENTS

A. Is there a riparian environment located onsite?

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

B. Indicate the conditions that apply:

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

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

☐ Isolated Waters (30-ft buffer from OHWM)

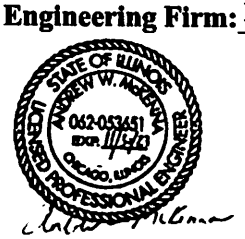
C. Is the riparian environment adversely impacted by the development?

■ No ☐ Yes → Proceed to Item 6

6. MITIGATION FOR RIPARIAN IMPACTS

Prepare a riparian submittal and briefly describe the impacts and proposed mitigation: Details regarding how all impacted riparian environment functions will be restored to avoid adverse impacts are provided with the WMO riparian environment submittal narrative.

Engineering Firm: H.W. Lochner, Inc.



Name: Andrew McKenna **Phone:** 312-994-9767

Title: Project Manager **Email:** amckenna@hwlochner.com

Signature: Andrew McKenna **Date:** 3/1/2022

SCHEDULE P

WMO Permit Number: 22-7008

SOIL EROSION AND SEDIMENT CONTROL

NAME OF PROJECT: 104th Avenue Multi-Use Path Construction, 159th Street to 163rd Place, Village of Orland Park

1. PROJECT INFORMATION:

A. Project Area *(include all disturbed area)* ..... 7.72 acres

B. Stormwater discharges directly to:

- ■ Storm Sewer
- ☐ Combined Sewer
- ■ Overland Flow Route
- ■ Waters of the State → Name of water body: Marley Creek Tributary D & Marley Creek & Adjacent Wetlands
- ■ Other → Explain: Roadside Ditches

C. Indicate if any of the following special circumstances apply *(check all that apply)*:

- ☐ Volume Control Facility
- ■ Wetland / Buffer
- ■ Outfall to Waterway
- ■ Floodplain / Floodway
- ■ Riparian Environment
- ☐ Tributary to Lake Michigan

D. Explain how special circumstances indicated in Item 1.C will be protected from erosion and sedimentation:

Inlet filters will be used in proposed and existing inlets. Temp ditch checks will be installed in ditches draining to these areas. Cofferdams with silt curtain and filter bags for dewatering will be used to allow embankment and culvert headwall improvements to be constructed in the dry. Native and wetland seeding mixes will be used on side slopes adjacent to floodplain.

2. SOIL EROSION AND SEDIMENT CONTROL PRACTICES:

Submit a soil erosion and sediment control plan indicating type, location, and detail for all practices. Include a sequence for all major construction activities. All practices must be constructed in accordance with the Illinois Urban Manual.

A. Indicate all temporary soil erosion and sediment control practices installed as part of the project:

- ■ Entrance / Exit Control
- ■ Vegetative Control
- ■ Filtration for Dewatering
- ■ Concrete Washout
- ■ Matting / Mulching
- ■ Conveyance Channel
- ■ Silt Fence
- ☐ Coir Roll
- ■ Velocity Dissipation
- ☐ Double-Row Silt Fence
- ☐ Sediment Trap
- ■ Cofferdam / Silt Curtain
- ■ Inlet Control
- ☐ Sediment Basin
- ☐ Other: _____
- ☐ Other: _____

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

- ■ Vegetative Control
- ■ Velocity Dissipation
- ■ Other: Reinforced soil slopes system with vegetated face (native seeding and turf reinforcement mat) for steep side slopes (greater than 1:2 V:H)
- ☐ Other: _____

SCHEDULE W

WMO Permit Number: 22-7008

WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

NAME OF PROJECT: 104th Avenue Multi-Use Trail (West 159th Street to 163rd Place), Orland Park, Cook County

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

1. WETLAND IDENTIFICATION: Site 1 (marsh wetland)

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

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

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

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

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

   C. Is an indirect wetland impact proposed?

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

   D. Does the Corps regulate the onsite wetland?

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

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

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

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

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

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

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

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

   B. Can a Corps Jurisdictional Determination letter be obtained?

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

   C. Does the wetland buffer extend onto the development?

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

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

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

   E. Is an indirect wetland impact proposed?

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

SCHEDULE W

WMO Permit Number: 22-7008

WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

4. MITIGATION FOR WETLAND IMPACTS

☐ Standard Isolated ☐ High Quality Isolated ■ Corps Jurisdictional

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

As part of the project, a total of 0.031 acre of permanent impacts and a total of 0.053 acre of temporary impacts to jurisdictional wetland Site 1 will occur due to the installation of the multi-use trail. The cumulative impact to Site 1 is 0.084 acre. Because permanent impacts are less than 0.10 acre, mitigation will not be required as part of the Section 404 permitting process. Impacts will be mitigated according to the Illinois IWPA.

5. STORMWATER DETENTION WITHIN THE WETLAND

A. Is stormwater detention proposed within the wetland?

■ No → Proceed to Item 6 ☐ Yes → Proceed to Item 5.B

B. Is the wetland regulated by the Corps and is a Corps permit required for the development?

☐ No → Proceed to Item 5.D ☐ Yes → Proceed to Item 5.C

C. Did the Corps approve placing detention in the wetland?

☐ No → Detention not allowed ☐ Yes → Submit a copy of the approved Corps permit
Proceed to Item 6

D. Is the wetland considered a high quality isolated wetland?

☐ No → Hydrologic study required ☐ Yes → Detention not allowed

6. RIPARIAN ENVIRONMENTS

A. Is there a riparian environment located onsite?

■ No → Proceed to Item 8 ☐ Yes → Proceed to Items 6.B and 6.C

B. Indicate the conditions that apply:

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

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

☐ Isolated Waters (30-ft buffer from OHWM)

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

☐ No → Proceed to Item 8 ☐ Yes → Proceed to Item 7

7. MITIGATION FOR RIPARIAN IMPACTS

A. Prepare a riparian submittal and briefly describe the impacts and proposed mitigation: _____

8. WETLAND SPECIALIST CERTIFICATION

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

Company/Agency: Huff & Huff, Inc. a subsidiary of GZA

Wetland Specialist: Lailah R. Reich, P.W.S. Title: Senior Technical Specialist/PM

Signature: Lailah Reich Date: 2/9/22

SCHEDULE W
WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

WMO Permit Number: 22-7008

NAME OF PROJECT: 104th Avenue Multi-Use Trail (West 159th Street to 163rd Place), Orland Park, Cook County

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

1. WETLAND IDENTIFICATION: Site W1 - Pond (Surface Waters)

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

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

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

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

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

C. Is an indirect wetland impact proposed?

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

D. Does the Corps regulate the onsite wetland?

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

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

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

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

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

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

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

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

B. Can a Corps Jurisdictional Determination letter be obtained?

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

C. Does the wetland buffer extend onto the development?

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

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

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

E. Is an indirect wetland impact proposed?

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

SCHEDULE W

WMO Permit Number: 22-7008

WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

4. MITIGATION FOR WETLAND IMPACTS

☐ Standard Isolated ☐ High Quality Isolated ■ Corps Jurisdictional

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

As part of the project, a total of 0.064 acre of temporary impacts to jurisdictional surface waters Site W1 will occur for detwatering activities. Permanent impacts are not proposed. Because permanent impacts are less than 0.10 acre, mitigation will not be required as part of the Section 404 permitting process. Impacts will be mitigated according to the Illinois IWPA.

5. STORMWATER DETENTION WITHIN THE WETLAND

A. Is stormwater detention proposed within the wetland?

■ No → Proceed to Item 6 ☐ Yes → Proceed to Item 5.B

B. Is the wetland regulated by the Corps and is a Corps permit required for the development?

☐ No → Proceed to Item 5.D ☐ Yes → Proceed to Item 5.C

C. Did the Corps approve placing detention in the wetland?

☐ No → Detention not allowed ☐ Yes → Submit a copy of the approved Corps permit
Proceed to Item 6

D. Is the wetland considered a high quality isolated wetland?

☐ No → Hydrologic study required ☐ Yes → Detention not allowed

6. RIPARIAN ENVIRONMENTS

A. Is there a riparian environment located onsite?

☐ No → Proceed to Item 8 ■ Yes → Proceed to Items 6.B and 6.C

B. Indicate the conditions that apply:

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

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

☐ Isolated Waters (30-ft buffer from OHWM)

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

■ No → Proceed to Item 8 ☐ Yes → Proceed to Item 7

7. MITIGATION FOR RIPARIAN IMPACTS

A. Prepare a riparian submittal and briefly describe the impacts and proposed mitigation:

Details regarding how all impacted riparian environment functions will be restored to avoid adverse impacts are provided within the WMO riparian environment submittal narrative.

8. WETLAND SPECIALIST CERTIFICATION

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

Company/Agency: Huff & Huff, Inc. a subsidiary of GZA

Wetland Specialist: Lailah R. Reich, P.W.S. Title: Senior Technical Specialist/PM

Signature: Lailah Reich Date: 2/9/22

SCHEDULE W
WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

WMO Permit Number: 22-7008

NAME OF PROJECT: 104th Avenue Multi-Use Trail (West 159th Street to 163rd Place), Orland Park, Cook County

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

1. **WETLAND IDENTIFICATION:** Site W2 - Marley Creek Tributary D (Surface Waters)

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

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

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

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

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

   C. Is an indirect wetland impact proposed?

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

   D. Does the Corps regulate the onsite wetland?

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

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

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

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

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

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

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

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

   B. Can a Corps Jurisdictional Determination letter be obtained?

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

   C. Does the wetland buffer extend onto the development?

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

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

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

   E. Is an indirect wetland impact proposed?

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

SCHEDULE W

WMO Permit Number: 22-7008

WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

4. MITIGATION FOR WETLAND IMPACTS

☐ Standard Isolated ☐ High Quality Isolated ■ Corps Jurisdictional

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

As part of the project, a total of 0.005 acre of permanent impacts to jurisdictional waterway Site W2 will occur for the construction of the multi-use trail. Temporary impacts are not proposed. Because permanent impacts are less than 0.10 acre, mitigation will not be required as part of the Section 404 permitting process. Impacts will be mitigated according to the Illinois IWPA.

5. STORMWATER DETENTION WITHIN THE WETLAND

A. Is stormwater detention proposed within the wetland?

■ No → Proceed to Item 6 ☐ Yes → Proceed to Item 5.B

B. Is the wetland regulated by the Corps and is a Corps permit required for the development?

☐ No → Proceed to Item 5.D ☐ Yes → Proceed to Item 5.C

C. Did the Corps approve placing detention in the wetland?

☐ No → Detention not allowed ☐ Yes → Submit a copy of the approved Corps permit
Proceed to Item 6

D. Is the wetland considered a high quality isolated wetland?

☐ No → Hydrologic study required ☐ Yes → Detention not allowed

6. RIPARIAN ENVIRONMENTS

A. Is there a riparian environment located onsite?

☐ No → Proceed to Item 8 ■ Yes → Proceed to Items 6.B and 6.C

B. Indicate the conditions that apply:

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

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

☐ Isolated Waters (30-ft buffer from OHWM)

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

■ No → Proceed to Item 8 ☐ Yes → Proceed to Item 7

7. MITIGATION FOR RIPARIAN IMPACTS

A. Prepare a riparian submittal and briefly describe the impacts and proposed mitigation:

Details regarding how all impacted riparian environment functions will be restored to avoid adverse impacts are provided within the WMO riparian environment submittal narrative.

8. WETLAND SPECIALIST CERTIFICATION

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

Company/Agency: Huff & Huff, Inc. a subsidiary of GZA

Wetland Specialist: Lailah R. Reich, P.W.S. Title: Senior Technical Specialist/PM

Signature: Lailah Reich Date: 2/9/22

Department of Transportation and Highways

PERMIT FOR WORK

Permit Division: George W. Dunne Cook County Office Building
69 W. Washington, 24th floor
Chicago, Illinois 60602
hwy.permits@cookcountyil.gov
Office: 312-603-1670

Permit Number	2022-01124
Issue Date	
Expiration Date	09/01/2022
Bond Number	

1. Owner(s) Village of Orland Park

2. Description CONSTRUCTION - GOVERNMENT

3. Permit Type *CONSTRUCTION*

4. Emergency Permit *No*

5. Pavement Breaks *No*

6. Affected Routes

ROUTE	START	END	NAME	FROM (OR CROSS)	TO LIMIT
W25	*9*	*9*	*104TH AVE*	*159TH ST*	

7. Permissions The Cook County Transportation and Highways Department hereby grants permission and authority for work as stated in item 3 above in Cook County; on County Highway(s) stated in item 6 above subject to the general conditions and any special conditions attached to this permit, and subject to the Public Way Ordinance, as well as all laws defined therein and in comformance with all submittals made pursuant to the application process, as modified at the request of the Cook County Department of Transportaion and Highways, per the plans detail noted below.

Submited Date *03/17/2022*
Project Number Orland Park N/A?
Plan Title Route 2696 (104th Avenue) Shared-Use Path Construction 163rd Place to 159th Street (US-6) Section: 15-00077-00-BT
Plan Prepared By HW Lochner
Finalized Date 03/31/2022

CONTINUES TO NEXT PAGE

PERMIT FOR WORK

8. Approved Work

Work Type	Level	Fee
Multiuse Path		$ -
Signage (Construction)		$ -
Combination Curb and Gutter Removal and Replacement		$ -
Guard Rail		$ -
Lane Closures		$ -
Open Cut In Pavement		$ -
Retaining Wall		$ -
Pavement Widening/Rehablilitation (HMA/PCC)		$ -
	Total Fee	$ -

This Permit will not be issued until receipt of all applicable fees is confirmed by the Cook County Department of Revenue

CONTINUES TO NEXT PAGE

PERMIT FOR WORK

9. Note (Additional Rules and Specifications as Follows)

This permit includes and is subject to the "General Conditions and CCDOTH Construction Notes for Permit Work" attached hereto and incorporated into this Permit.

1. *The sidewalk (crosswalk) called for herein shall be ramped in compliance with the Illinois State Design Manual and current ADA requirements.*

2. *Final approval of the new P.C.C. sidewalk construction shall be by the Village of Orland Park. The new sidewalk construction shall be in compliance with the current State of Illinois and A.D.A. requirements. Aggregate base course, type B, 4 inches shall be placed under the new sidewalk. The new sidewalk shall be a minimum of 5 inches thick (8 inches thick within driveway limits and ADA curb ramps).*

3. *Cook County Right-of-Way to be restored with 4" topsoil, fertilizer and sod.*

4. *As a condition for allowing an open cut of the pavement within Cook County right of way, the Permit Office will hold the contractor's bond for 1 year after notification of completion, to insure proper restoration of pavement.*

5. *The general contractor, before starting the job, will deposit with the Cook County Transportation and Highways Department, Permit Office, insurance as required on Form "A".*

6. *Upon awarding a contract for the above mentioned installations, the applicant must direct its contractor to deposit a Performance and Right Of Way Restoration Bond in the amount of $20,000.00, with said Permit Office prior to the start of work within the County Right Of Way.*

7. *The Village of Orland Park hereby accepts full responsibility for the future maintenance, replacement, relocation and liability of the Multi-Use Path construction mentioned herein.*

8. *As a result of the roadway widening and or roadway improvement, it shall be the responsibility of the Permittee to co-ordinate with the respected utility companies and relocate the existing power poles, fire hydrants, guardrail and appurtenances per American Association of State Highway and Transportation Officials (AASHTO) guidelines at no cost to the county.*

9. *Furnish the Cook County Department of Transportation and Highways one as-built PDF in 22"x34" format.*

10. *Notify Cook County Department of Transportation and Highways Permits office for final inspection.*

11. *The Owner assumes all responsibility and acknowledges the County of Cook is free from any liabilities that may occur during or as a result of this installation.*

10. Applicant

The work authorized by this Permit shal be completed by the expiration data as shown on page one (1) or above; otherwise this Permit becomes null and void.

Sean Marquez
Owner's Signature

3/31/2022
Date

Village of Orland Park
Sean Marquez
Owner's Name (Printed)

Village Engineer
Owner's Title

CONTINUES TO NEXT PAGE

PERMIT FOR WORK

11. Authorization

Applicable Fee(s) Received. Application approved and Permit Granted by:

Superintendent of Transportation and Highways	Approved Date

CONTINUES TO NEXT PAGE

12. General Conditions and CCDOTH Construction Notes for Permit Work

General Conditions

1. **A COPY OF THIS PERMIT MUST BE KEPT ON THE JOB SITE DURING CONSTRUCTION.**
2. Definition of "Owner": The "Owner" is the Name/s listed on the Cook County Transportation and Highways Department (CCDOTH) Permit as "Owner/s". The "Owner" is the "Grantee" listed in the Public Way Regulatory Ordinance (the "Ordinance"), Chapter 66.
3. Capitalized terms used in this Permit and not otherwise defined herein shall have the meanings ascribed to them in the Public Way Regulatory Ordinance (the "Ordinance"), Chapter 66, Article III, and Sections 50 et seq. of the Cook County Code. Requirements set forth in these General Conditions are in addition to and not in limitation of the requirements of the Ordinance.
4. The CCDOTH Permit is only applicable for the work shown on the final approved submitted plans on Cook County Right of Way (ROW). The permit does not release the Owner from fulfilling the requirements of any other laws or other required permitting relating to the permitted work. It is the responsibility of the Owner to acquire all other applicable approvals and/or permits required for the proposed work in the submitted plans. Copies of the applicable approvals and/or permits shall be submitted to CCDOTH for the permit file.
5. The Owner shall fulfill all requirements set forth in the permit application and its instructions, including without limitation, permit fees, insurance and bonding are a condition of this Permit. Issuance of this Permit, without the fulfillment of all requirements by Owner shall not act as a waiver of Owner's obligation to comply with such requirements, unless approval in writing of such change is given by the Cook County Superintendent of Transportation and Highways.
6. The Permit can be revoked pursuant to the terms of the Ordinance or at the discretion of the Cook County Superintendent of Transportation and Highways.
7. The Owner shall provide two days advance notice prior to the start of work to the CCDOTH Permit Office. Email the notice to hwy.permits@cookcountyil.gov.
8. No changes, alterations, or revisions to the Permitted Work are allowed unless approved in writing by the Cook County Superintendent of Transportation and Highways or his designee.
9. If Owner discovers during the progress of the Permitted Work that subterranean conditions prohibit the construction of said improvement in and along the alignment as outlined in the plans, it is expressly understood that all Permitted Work shall cease until a proposed revised alignment has been approved by the CCDOTH and the Permit has been modified.
10. The Owner shall furnish all material to do all work required and pay all costs which may be incurred in connection with such work and shall prosecute the same diligently and without delay to completion. See Ordinance for additional requirements as to work in the Public Way.
11. All construction methods and construction materials shall be in accordance with the latest version of the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, IDOT Supplemental Specifications and Recurring Special Provisions, IDOT Standards, Cook County Special Provisions and Cook County Standards.
12. Upon completion of the Permitted Work, Owner shall in a timely manner, (but in no event more than 30 days unless another time frame is directed by the CCDOTH Permits Division) restore the Public Way substantially to the same condition in which it was before the Permitted Work started. The work includes but is not limited to removing all debris, rubbish, materials, apparatus, tools, and equipment, as well as all excess excavated materials, from the Public Way.
13. Should future construction and operation of the highways by CCDOTH require alteration or relocation of the Owner's Facilities, such change shall be made by the Owner, its successor or assigns upon the written request of the Superintendent of CCDOTH without expense to said County or State. Requirements for any such requested alteration or relocation are further detailed in the Ordinance.
14. The Owner, its successor and assigns, assume all risk and liability for accidents and damages that may accrue to persons and property, during the prosecution of the work or any time thereafter, by reason of the location, construction, installation, operation, maintenance, repair and work referred to herein, and the Owner, by acceptance of the Permit, agrees to indemnify and save harmless Cook County from any such claims for damages and from all costs and expenses incurred on account thereof and in connection therewith.
15. In accordance with the Ordinance, and agreement by the Owner, the Owner acknowledges and agrees that the Permit is null and void if the Owner is delinquent in the payment of any tax or fee administered by the Cook County.

CONTINUES TO NEXT PAGE

16. The Owner shall furnish the CCDOTH Permits Division one as-built PDF in 22"x34" format. The issued permit plans and any issued addendum plans will become the as-built plans if the owner on this permit does not submit as-built plans by the expiration date of the permit or by the last permit extension date.
17. Notify CCDOTH Permits office in writing for final inspection. The letter can be emailed to hwy.permits@cookcountyil.gov.

CCDOTH Construction Notes

Curb and Gutter (PCC)

1. PCC Pavement mix designs shall be per the IDOT Standard Specifications for Road and Bridge Construction art 1020.04
2. In the removal of curb and gutter, the use of any type of concrete breaker that will damage the underground structures will not be permitted.
3. Saw cut the full depth of curb and gutter at the limits of removal.
4. Construct curb and gutter in accordance with IDOT standard 606001. Provide a tied longitudinal construction joint in accordance with IDOT standard 420001, using 30" long #6 (3/4" Dia.) deformed epoxy coated tie bars at 36-inch centers.

Drainage

5. The drainage systems shall always be kept clean and free of debris.
6. The Owner shall be responsible for providing positive drainage.
7. CCDOTH reserves the right to make connections to the proposed storm sewer for the purpose of draining the highway.
8. As a condition of granting this permit, which includes the point discharge of storm water onto the Cook County Transportation and Highways Right Of Way, the Owner hereby grants permission to the Cook County Transportation and Highways Department to enter onto private property to inspect the detention control structure.

Erosion Control and Landscaping

9. The parkway shall always be kept clean and free of debris.
10. Any disturbed areas within Cook County ROW require erosion control blanket prior to final landscaping per current Illinois Environmental Protection Agency (IEPA) standards.
11. Cook County Right-of-Way to be restored with 4" topsoil, fertilizer and sod. This note supersedes any note in the plans.

Excavation and Backfill

12. The Owner shall manage the excavation, transport, and disposal of all excavated materials (i.e. soil, debris, etc.) in accordance with local, state, and federal regulations.
13. As a condition of this permit, the Owner shall request CCDOTH to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The Owner shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.
14. All trenches within Cook County ROW shall be trench backfilled with FA-6 sand in accordance with Method 1 in accordance with Article 550.07 of the (IDOT) Standard Specifications for Road and Bridge Construction.

Median (PCC)

15. PCC Pavement mix designs shall be per the IDOT Standard Specifications for Road and Bridge Construction art 1020.04
16. In the removal of median, the use of any type of concrete breaker that will damage the underground structures will not be permitted.
17. Saw cut the full depth of median at the limits of removal.
18. Construct median in accordance with IDOT standard 606301. Provide a tied longitudinal construction joint in accordance with IDOT standard 420001, using 30" long #6 (3/4" Dia.) epoxy coated deformed tie bars at 36-inch centers.

Pavement, All

CONTINUES TO NEXT PAGE

19. Saw cut the full depth of pavement at the limits of removal.
20. In the removal of pavement, the use of any type of concrete breaker that will damage the underground structures will not be permitted.
21. The pavement shall always be kept clean and free of debris.
22. Where a median opening is provided, the pavement shall be crowned at the centerline using a one percent cross slope.
23. Unless specified in the Permit, no equipment other than pneumatic-tired equipment used during the installation shall be permitted to stop or operate on the pavement nor shall any excavated materials be stored temporarily or otherwise on the CCDOTH pavement.
24. All pavement patch openings that are open to traffic shall be immediately surfaced with a temporary bituminous patch at least three inches in thickness. This patch then must be inspected daily and additional bituminous patch material must be placed, daily if necessary, to maintain the patched area at the same elevation as the adjacent undisturbed pavement for a period of not less than 30 days. After 30 days, permanent replacement in kind shall be made to the base course and pavement surface.

Pavement, Entrance (Driveways, Side Streets)

25. PCC Pavement mix designs shall be per the IDOT Standard Specifications for Road and Bridge Construction art 1020.04
26. HMA surface and binder course mix designs shall be per IDOT D1 Hot Mix Selection Table. Link:

    IDOT D1 Hot Mix Selection Table

    Path: /District Specific Standards/District 1/D1PavementDesign/HMA Selection Table(Most Recent Date)
27. For entrance installations, the Owner shall remove earth to its full depth, starting at the edge of the pavement, for the full dimensions of the proposed entrance, and replace with materials to be used in the construction of the entrance.
28. The entrance radius meeting the edge of shoulder or the back of curb must terminate 3' from the property line extended to the edge of shoulder or the back of curb. If this requirement cannot be met, a letter from the neighboring property authorizing the encroachment must be submitted.
29. The CCDOTH reserves the right to restrict access to permitted entrances on future roadway improvements.
30. The Owner acknowledges that if or when the County of Cook improves the highway the pavement composition at the above-mentioned entrance(s) may be substituted.

Pavement, Hot Mix Asphalt (HMA) Pavement, Patching, and Resurfacing

All

31. HMA surface and binder course mix designs shall be per IDOT D1 Hot Mix Selection Table. Link:

    IDOT D1 Hot Mix Selection Table

    Path: /District Specific Standards/District 1/D1PavementDesign/HMA Selection Table(Most Recent Date)

    Pavement
32. HMA Full Depth Pavement thickness shall be 12-inch on a 12-inch thick aggregate subgrade improvement. The HMA Pavement shall be built per the IDOT Standard Specifications for Road and Bridge Construction Art 407. The aggregate subgrade improvement shall be built per the following link:

    IDOT Bureau of Design and Environment (BDE) Special Provision Aggregate Subgrade Improvement

    Patching
33. HMA Patching shall match the existing pavement thickness. The length shall be the greater of 6 feet (measured parallel to the centerline) or 12 inches wider than the pavement opening. The patch width shall be the full lane width of each lane affected. The pavement opening shall be saw-cut to the full depth of the pavement at the limits of removal. The HMA Pavement Patch shall be in accordance with Section 442 Pavement Patching of the Standard Specifications. Class D Patches shall be used for HMA pavements and HMA bases.
34. For roadways with HMA surface regardless of HMA or PCC base, HMA surface shall be placed a minimum of 6 inches longer on each side of the pavement patch.

CONTINUES TO NEXT PAGE

Resurfacing

35. HMA Mill and Resurface Pavement thickness shall be per the approved permit plans. HMA Resurfacing shall be built per the IDOT Standard Specifications for Road and Bridge Construction Art 406.

Pavement, Portland Cement Concrete (PCC) Paving, Patching

All

36. PCC Pavement mix designs shall be per the IDOT Standard Specifications for Road and Bridge Construction art 1020.04

Pavement

37. PCC Pavement thickness shall be 10 inches on a 12-inch thick aggregate subgrade improvement. The PCC Pavement shall be built per the IDOT Standard Specifications for Road and Bridge Construction Art 420. The aggregate subgrade improvement shall be built per the following link:

IDOT Bureau of Design and Environment (BDE) Special Provision Aggregate Subgrade Improvement

38. Where the proposed pavement or median abuts the existing pavement, median or curb and gutter longitudinally, provide a tied longitudinal construction joint in accordance with IDOT standard 420001, using 30" long #6 (3/4" Dia.) epoxy coated deformed tie bars at 36 inch centers. Keyed joints as shown on standard 420001 shall not be allowed.

39. Provide transverse sawed contraction joints every 15 feet in accordance with IDOT standard 420001, using 18" long #12 (1-1/2" Dia.) smooth epoxy coated dowel bars at 12-inch centers and align proposed joints with existing joints. If a proposed joint is located less than 6 feet from an existing joint, then the existing pavement or median shall be removed and replaced up to the existing joint.

Patching

40. PCC Patching shall match the existing pavement thickness. The length shall be the greater of 6 feet (measured parallel to the centerline) or 12 inches wider than the pavement opening. The patch width shall be the full lane width of each lane affected. The pavement opening shall be saw-cut to the full depth of the pavement at the limits of removal. The PCC Pavement Patch shall be in accordance with Section 442 Pavement Patching of the Standard Specifications. Class B Patches shall be used for concrete pavement and concrete bases.

41. Pavement patches greater than or equal to 15SY shall use pavement fabric in accordance with IDOT standard 420701 and provide 3 ½ inches of clearance between the pavement surface and the top of the fabric.

42. Pavement patches longer than 11ft 3inches shall be tied longitudinally to the abutting existing pavement, median or curb and gutter provide using 30" long #6 (3/4" Dia.) epoxy coated deformed tie bars at 36-inch centers.

43. Where the proposed pavement or median abuts the existing PCC pavement or median transversally, provide a transverse joint in accordance with IDOT standard 442101, using 18" long #12 (1-1/2" Dia.) smooth epoxy coated dowel bars at 12 inch centers.

Pavement Marking

44. Modified Urethane Pavement Marking shall be used for the proposed pavement marking per IDOT Standard Specifications for Road and Bridge Construction Art 780 and 1095.

45. Water Blaster and Vacuum Recovery method shall be used for removal of pavement marking per IDOT Standard Specifications for Road and Bridge Construction Art 783 and 1101.

46. The Modified Urethane Pavement Marking installation shall be done no later than December 15 per IDOT Standard Specifications for Road and Bridge Construction Art 780.12. The minimum winter performance period extends to May 1 the next year. If pavement markings are in before Dec 15 and the permit work is not completed by May 1 the next year, the performance period will last until a request for final inspection is made. The Permits inspector will do the final pavement marking inspection during the final inspection for the whole permit. The permit cannot be closed out until this requirement is met.

Sidewalk and Bus Shelters

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47. In the removal of sidewalk and bus shelter pads, the use of any type of concrete breaker that will damage the underground structures will not be permitted.

48. All proposed bus shelter and bus shelter pads must meet the current IDOT Bureau of Design and Environment (BDE) Manual and IDOT Bureau of Local Roads (BLR) Manual, Public Rights-of-Way Accessibility Guidelines (PROWAG) and Americans with Disabilities Act (ADA) requirements.

49. All proposed sidewalk (crosswalk) shall be ramped in compliance with the current IDOT BDE Manual, IDOT BLR Manual, PROWAG and ADA requirements.

50. All proposed curb ramps shall be inspected after construction. IDOT form D1 PD0031 shall be filled out for each location. If there are any deficiencies the deficiencies shall be fixed, and the form refilled out for the location until the curb ramp is compliant. A copy of the final form shall be submitted to the CCDOTH Permits office at hwy.permits@cookcountyil.gov for the permit file. CCDOTH Permits office will forward the completed forms to the Cook County ADA Coordinator for the Cook County ADA file.

51. All The following CCDOTH Special Provision shall apply to all sidewalk.
• 310 Detectable Warnings (Special), Cast Iron. (provided in permit review)

52. The following CCDOTH Standard shall apply to all sidewalk.
• C-9 Cook County PCC Sidewalk Construction (Expansion Joints) Detail (provided in permit review.)

53. Proposed sidewalk shall be 8" thick through driveways and at curb ramps.

54. Concrete sidewalks shall be continuous through all driveways with a maximum cross slope of 1.5%.

Traffic Control

55. Owner shall provide and maintain at its own expense, such temporary roads, and approaches, as may be necessary to provide access to driveways, houses, buildings, or other property abutting the site of the Permitted Work. Access shall not be blocked.

56. No temporary lane closures or temporary traffic detours relating to Permitted Work will be allowed between the hours of 6 a.m. to 9 a.m. and 3 p.m. to 6:30 p.m., (other than as allowed for emergency maintenance per the Ordinance).

57. All signs shall conform to the latest Manual on Uniform Traffic Control Devices (MUTCD) and Illinois Supplemental to the Manual on Uniform Traffic Control Devices (MUTCD)

58. All traffic control devices shall conform to the latest IDOT Standard Specifications for Road and Bridge Construction, IDOT Highway Standards, and the IDOT approved product list.

59. All lane closures shall be in accordance with the latest IDOT Highway Standards.

60. The Owner shall conduct its operations in a manner so as to insure the minimum hindrance to traffic, using the pavement and at no time shall its operations obstruct more than one half (1/2) of the available pavement width.

61. When existing traffic control signs such as stop signs, stop ahead signs, and crossroad signs are removed in the progress of the Permitted Work, said signs shall be immediately reset as close as possible to their original location. After the completion of the Permitted Work has been approved, said traffic control signs shall be restored to their original position and condition. If modifications are needed a revised signage plan can be submitted to Permits for review and approval.

Traffic Signals, Lighting, Other Electrical

62. To ensure proper installation, the owner shall hire an inspector for all electrical work. The inspector shall be independent from the contractors working on the permit. The inspector's purpose is to ensure the contractor is installing the electrical items per the plans and specifications. The inspector shall be familiar with the field installation inspection, material inspection and documenting requirements of the Cook County, IDOT, and/or Municipal electrical work items on the permit. The work items may include but are not limited to Traffic Signal items, Traffic Signal Interconnect items, Flashing Beacon items, Lighting items, etc.

63. Care is to be taken as not to damage any of the existing traffic signal conduits, fiber cables and equipment. If any of the traffic signal conduits, cables and/or equipment is damaged, the Contractor shall repair and/or replace the conduits, cables and/or equipment at no cost to the County.

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64. Cook County is not a member of JULIE (Joint Utility Locating Information for Excavators). For location information on Cook County Traffic Signal equipment, Traffic Signal Interconnect equipment, Flashing Beacons equipment, Lighting equipment, etc., please contact the Mechanical, Electrical, Architectural and Landscaping (MELA) Division at 312-603-1734.

65. If this contract requires the services of an electrical contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT and CCDOTH facilities prior to performing any work. If this contract does not require the services of electrical contractor, the Contractor may request one free locate for existing IDOT and CCDOTH electrical facilities from the Electrical Maintenance Contractor(s) prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

Utilities, All

66. It shall be the responsibility of the Owner to co-ordinate with utility companies sharing the Cook County ROW and relocate the existing power poles, fire hydrants, guardrail and appurtenances as needed for the proposed permit work. There shall be no cost to the county.

67. As a requirement of this permit all utility owners (private and government) shall maintain a membership with J.U.L.I.E. locating service until the utility is completely removed from Cook County ROW.

Utilities, Aerial

68. All aerial lines crossings or parallel must have a minimum clearance of 18'3".

69. Pole owner permission is required for all cable, conduit, and other appurtenance connection to a pole.

70. Proposed aerial cable shall not block the existing traffic signal heads.

71. Proposed aerial cable shall not touch existing traffic signal equipment.

Utilities, Underground

72. All auger pits and excavations shall be as far away from the edge of pavement or back of curb as possible, and wood or steel sheeting shall be used. Auger pits shall be protected with concrete barrier walls if within clear zones. The ends of the concrete barrier walls shall be protected with crash attenuators. The barrier wall and crash attenuators design shall meet IDOT BDE Manual and IDOT BLR Manual Design requirements. Open holes left overnight shall fenced off and covered.

73. All external casing voids shall be pressure grouted or filled with trench backfill using pumping or jetting outside of the casing. The inside of the casing shall be sealed or filled using the external void procedures.

74. A minimum depth of 42 inches shall be maintained from the ground surface to the top of the conduit, cable, or pipe and a minimum depth of 36 inches from the true flow line of the drainage ditch to the top of the conduit, cable or pipe.

75. Proposed underground utilities running parallel to existing water main or sanitary sewer shall adjust the alignment if the utility is within 5 feet of the outer wall of the water main or sanitary sewer. The proposed utility shall maintain 5 feet or greater while running parallel to the existing water main or sanitary sewer. The distance between parallel or crossing sanitary or storm sewer with water main shall meet IEPA requirements.

Winter Moratorium Condition

76. During the winter months, (November 1 through April 15) the CCDOTH imposes a moratorium for the open cutting of pavement due to snow removal and the scarcity of ready mixes required to properly restore the pavement. This includes observation holes over existing utility facilities while performing directional bore operations, as well as lane closures for manhole access.

77. Each request to open cut the pavement or require a lane closure will be decided on a case by case basis. Should the request be approved, the following measures will be taken and adhered to:

- Unless it is a dire emergency, no lane closures will be set up or work performed within the pavement areas on days that snow is predicted, or if the snow has yet been removed from the pavement.
- There will be no overnight lane closures, unless approved in advance by CCDOTH.
- All restoration must be completed by the end of each workday or backfill is required. The use of steel plates is prohibited. The temporary pavement patch size shall be backfilled with flowable fill (per Section 1019 of the Standard Specifications for Road and Bridge Construction).

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- All temporary pavement restorations will be permanently restored in the following Spring .

Illinois Environmental Protection Agency

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

Uncontaminated Soil Certification
by Licensed Professional Engineer or Licensed Professional Geologist
for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663
Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: 104th Avenue Multi-Use Path Project Office Phone Number, if available: 708-403-6171

Physical Site Location (address, including number and street):
104th Avenue from 159th Street to 163rd Street in Orland Park, Cook County, Illinois

City: Orland Park State: IL Zip Code: 60477

County: Cook Township: Orland Park

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

Latitude: 41.59727 (Decimal Degrees) Longitude: - 87.87194 (-Decimal Degrees)

Identify how the lat/long data were determined:

○ GPS ○ Map Interpolation ○ Photo Interpolation ○ Survey ✔ Other

ISGS Public Land Survey System. Lat/lon above refer to the approximate center of the Project Area

IEPA Site Number(s), if assigned: BOL: BOW: BOA:

Approximate Start Date (mm/dd/yyyy): Approximate End Date (mm/dd/yyyy):

Estimated Volume of debris (cu. Yd.):

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Orland Park
Street Address: 14700 Ravinia Avenue
PO Box:
City: Orland Park State: IL
Zip Code: 60462 Phone: 708-403-6171
Contact: Sean Marquez - Village Engineer
Email, if available: SMarquez@orlandpark.org

Site Operator

Name:
Street Address:
PO Box:
City: State:
Zip Code: Phone:
Contact:
Email, if available:

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed $50,000 for the violation and an additional civil penalty of not to exceed $10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a)]:

A database review was completed in the 2016 H&H PESA for the Project Area and 2020 ISGS PESA adjacent to the Project Area, which consists of commercial properties. One (1) potentially impacted property (PIP) was identified in connection with the Project Area through the database review and site visit. Refer to the attachments for additional information.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0,including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201 (g), 1100.205(a), 1100.610]:

Six soil borings were advanced in the Project Area on July 16, 2020. Samples were analyzed for one or more of: BTEX, PNAs, RCRA Metals, and pH. Results achieve the CCDD requirements. Refer to the attachments for additional info.

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

I, Jeremy J. Reynolds, P.G. (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name:	Huff & Huff, Inc.
Street Address:	915 Harger Rd Suite 330
City:	Oak Brook State: IL Zip Code: 60523
Phone:	(630) 684-9100

Jeremy J. Reynolds, P.G.
Printed Name:

Licensed Professional Engineer or
Licensed Professional Geologist Signature:

Sep 17, 2020
Date:

LICENSED PROFESSIONAL GEOLOGIST
JEREMY J. REYNOLDS
196-001170
EXP 3/21
ILLINOIS

P.E or L.P.G. Seal

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012
Revised: April 1, 2022

Add the following Section to the Standard Specifications:

"**SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT**

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement (ASI).

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

303.03 Equipment. The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

303.04 Soil Preparation. The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department's "Subgrade Stability Manual" for the aggregate thickness specified.

303.05 Placing and Compacting. The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.06 Finishing and Maintenance. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

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

303.08 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

"**1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.

(b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.

(c) Gradation.

(1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
	8"	6"	4"	2"	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10."

Add the following to Article 1031.09 of the Standard Specifications:

"(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

(1) The testing requirements of Article 1031.03 shall not apply.

(2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).

(3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered."

80274

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24 x 24 in. (600 x 600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

(a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.

(b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

Flagging Requirements. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the “STOP” sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the “SLOW” sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

80192

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

"Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06."

Add the following article to Section 1010 of the Standard Specifications:

"**1010.06 Blended Finely Divided Minerals.** Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

(a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.

(b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer's designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards."

80436

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017
Revised: April 1, 2019

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

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

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

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

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

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

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

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

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

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

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

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

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

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

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

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

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

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

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

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010
Revised: November 1, 2014

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000
Revised: March 2, 2019

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

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

> The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
>
> (a) Withholding progress payments;
>
> (b) Assessing sanctions;
>
> (c) Liquidated damages; and/or
>
> (d) Disqualifying the Contractor from future bidding as non-responsible.

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 17.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

(a) The bidder documents enough DBE participation has been obtained to meet the goal or,

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

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

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

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

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

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the

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

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

(a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

(b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

(c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

(d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

(1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.

(3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

(a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.

(b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

(d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

(1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

(2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

(3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

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

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

(3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

(6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;

(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;

(10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

(f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

(g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be

made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

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

80029

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."

80430

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004
Revised: January 1, 2022

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)
Structural Steel
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, welded reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of $10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

(a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.

(b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$SCA = Q \times D$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$D = MPI_M - MPI_L$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights (masses)
Reinforcing Steel	See plans for weights (masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Welded Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 – 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

80127

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

"**109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.** The Contractor shall report all payments made to the following parties:

(a) first tier subcontractors;

(b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;

(c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment."

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than $10,000	25%
$10,000 to less than $20,000	20%
$20,000 to less than $40,000	18%
$40,000 to less than $60,000	16%
$60,000 to less than $80,000	14%
$80,000 to less than $100,000	12%
$100,000 to less than $250,000	10%
$250,000 to less than $500,000	9%
$500,000 to $750,000	8%
Over $750,000	7%"

80391

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975
Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **1**. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting its performance under this Training Special Provision.

For contracts with an awarded contract value of $500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

20338

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012
Revised: November 1, 2021

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

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports .....1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

80427

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection

for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.