

**CITY OF BERWYN
COOK COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL**

FOR

**13th STREET CDBG- PAVEMENT &
SEWER REPLACEMENT
HUD ACTIVITY NOS. 557,558, 575 & 576**

CITY OFFICIALS:

**ROBERT J. LOVERO, MAYOR
THOMAS J. PAVLIK, CITY CLERK**

Prepared By:

**FRANK NOVOTNY & ASSOCIATES, INC.
825 MIDWAY DRIVE
WILLOWBROOK, ILLINOIS 60527
Phone: 630/887-8640 Fax: 630/887-0132**

Project No. 14224

March 2015

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INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, that sealed bids will be received for the following improvement:

13th STREET CDBG – PAVEMENT & SEWER REPLACEMENT
HUD Activity Nos. 557, 558, 575 & 576

The proposed improvement consists of parkway excavation; HMA surface removal; curb and gutter removal & replacement; alley pavement removal & replacement; sidewalk removal & replacement, driveway pavement removal & replacement; structure adjustments & replacement; combined sewer replacement and lining; HMA surface course replacement; pavement markings; topsoil & sod; parkway restoration, and all appurtenant construction on 13th Street in the City.

Said bids will be received up to the hour of **10:00 a.m.**, on the **9th day of April, 2015**, at the office of the **City Clerk**, in the **City of Berwyn, 6700 W. 26th Street, Berwyn, Illinois 60402**, and will be publicly opened and read at that time.

The bidding forms and documents are available at the office of **Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois 60527, (630) 887-8640**, upon payment of the sum of **Seventy-Five Dollars (\$75.00)**, which is not refundable. The Engineer has been authorized to refuse to issue Plans, Specifications and Proposals to any person, firm, or corporation that he considers to be unqualified. Proposals must be submitted on the forms provided. No Proposals will be issued to bidders after **5:00 p.m.** on the **8th day of April, 2015**. All Proposals or bids must be accompanied by a bid bond, cash, or certified check made payable to the City in the amount of not less than **five percent (5%)** of the total amount of the Proposal as a guarantee that if the Proposal is accepted, a Contract will be entered into and the performance of the Contract is properly secured.

No bid shall be withdrawn after the opening of the Proposals without the consent of the **Mayor and City Council** of the **City of Berwyn** for a period of **forty-five (45)** days after the scheduled time of closing bids.

The bidder is specifically advised that the City/Village is a Subrecipient of the County of Cook of a grant pursuant to the Housing and Community Development Act of 1974, as amended, pursuant to an agreement entered into between the County of Cook and the City/Village. Payments to the contractor will be made by the City/Village only after it has received the funds to make such payment from the County of Cook in accordance with the terms of the aforesaid agreement. Further, in compliance with the Stevens Amendment to the Department of Defense Appropriations Act of 1989, the estimated percentage of the total cost of this Project to be funded with federal dollars is **one hundred percent (100%)** and the exact dollar amount of federal funds which will be set aside for this project will be based on the contract amount awarded under this offering.

APPLICABLE FEDERAL REQUIREMENTS

All laborers and mechanics employed by the Contractor or Subcontractor(s) on construction work for this Project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, (U.S.C. Sections 76-276a-5), and shall receive overtime compensation in

INVITATION FOR BIDS, Continued

accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), and the Contractor and Subcontractor(s) shall comply with all regulations issued pursuant to these Acts and other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the authority and functions set forth in Reorganization Plan Number 14 of 1950 (5 U.S.C. Section 133z-15) and Section 2 of the Act of June 13, 1934, as amended, (40 U.S.C. Section 276c).

All contracts and Subrecipients for the construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback Act" (18 U.S.C. Section 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

Each bidder is required to comply with Equal Employment Opportunity for the Community Development Block Grants, a copy of which is on file with the City/Village Clerk and is available for inspection.

Compliance with "Section 3", which calls for affirmative action by the Contractor to train and hire lower income residents of the Project area and to subcontract with local, small businesses is required on this Project.

An explanation of the applicable federal requirements previously mentioned is provided in the Special Provisions of the Bid Specifications.

The successful bidder for the construction of the improvement will be required to file a performance bond equal to one hundred percent (100%) of the bid, with sureties to be approved by the Mayor/President and the City Council/Board of Trustees, which performance bonds shall be conditioned upon proper and faithful performance by the Contractor of the work specified in accordance with the plans and specifications therefore, according to the time and terms and conditions of the contract; and also that the bidder and contractor shall properly pay all debts incurred by the Contractor in the execution of the work, including those for labor and materials furnished.

The Contractor shall be required to furnish sufficient insurance or guaranty of indemnity to the City of Berwyn, Illinois, the County of Cook, Illinois, and Frank Novotny & Associates, Inc., against any and all claims which might arise for damages to persons or property due to the negligence of the Contractor or Subcontractor(s), or their officers, agents, employees or servants, during the construction of said improvement and until the said improvement has been finally accepted as complete by the Mayor and City Council of the City of Berwyn, the right to reject any and all proposals or bids is reserved.

Dated at Berwyn, Illinois, this _____ day of _____, 2015.

**Mayor and City Council
City of Berwyn**

By: Robert J. Lovero
Mayor

ATTEST: Thomas J. Pavlik
City Clerk

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SPECIAL PROVISION

The following Provisions, as marked with an "X", shall apply to this Proposal:

PREQUALIFICATION OF BIDDERS

Prequalification of bidders in accordance with Article 102.01 of the "Standard Specifications" will be required of all bidders on this Proposal.

Therefore, before securing a Proposal form, the Contractor must submit evidence of prequalification by furnishing the Engineer with a current "Certificate of Eligibility" from the Illinois Department of Transportation for this kind of work.

AFFIDAVIT

Bidder shall complete and submit with his Proposal an "Affidavit of Availability" (Form BC 57) listing all uncompleted Contracts, including subcontract work, all pending low bids not yet awarded or rejected, and equipment available.

WAIVER OF BIDDER PREQUALIFICATION

The provisions of Article 102.01 are not applicable to this Proposal.

"STATEMENT OF EXPERIENCE" REQUIREMENT

Bidders who have **not** previously demonstrated their ability to perform this type of work with the Engineer shall submit a "Statement of Experience" consisting of a list of previous projects of similar nature for evaluation by the Engineer in order to receive Plans. The Owner reserves the right to issue Bid documents only to those Contractors it deems qualified.

In addition, at the request of the Engineer, the low bidder must submit a complete list of **all** projects performed within the last 24 months. This list shall consist of the name of the Owner, the size, type, and nature of the project, the cost, a key contact person and their phone number. This list shall be reviewed and evaluated by the Engineer to serve as a basis for making a recommendation of award of a Contract to the Owner.

*** SPECIAL PROVISION ***

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 municipality in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The municipality reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

*** SPECIAL PROVISION ***

SUBMITTING BID DOCUMENTS

Some of the documents included in this booklet include the inscription "**Return With Bid**". It should be understood that this Provision supplements Section 102 of the "Standard Specifications", and gives the Contractor the option of submitting the entire "Specification Booklet" as his Proposal, or just certain forms marked "Return with Bid". If the Contractor elects to return only certain pages and not the entire book, he shall insure that all said marked pages are returned, including, but not limited to, the Cover Sheet, Bid Bond, Bidder's Affidavit, Proposal, all Certifications, and any Addenda.

Also, the Plans, Specifications, and other documents designated in the Proposal booklet will be considered part of the Proposal whether attached or not. Any Addenda officially issued shall be attached to the Cover Sheet of the Proposal booklet when the bid is submitted, with the content of the Addenda being incorporated into the unit prices submitted in the bid.

Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of, Frank Novotny & Associates will be accepted at the bid opening.

IDOT MFT PROJECTS: Please note that the "Certified Apprenticeship and Training Program" (Form BLR 12325) referenced in the "Notice to Bidders" must be completed and returned. Failure to complete and submit this Certification with your bid proposal will be cause for rejection. Per IDOT requirements, no bid will be accepted without a completed Form BLR 12325.

Additionally, in order that we can verify compliance with Public Act 93-0642, all bidders are required to submit copies of their U.S.D.O.L. Apprenticeship and Training Program Certificates with their bid.

SPECIAL PROVISION

CONTRACTOR AND SUBCONTRACTOR, SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter (sample format follows) certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is included in this document in Section "D" and must be completed by the Contractor and each Subcontractor to this Contract.

Sample Cover Letter

Date _____

(Name and address of public body)

Re: **Substance Abuse Prevention Program**

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

(complete either A or B below)

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635 [**attach a copy of the program**].

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

*** SPECIAL PROVISIONS ***

The "Standard Specifications for Road and Bridge Construction", as prepared by the Illinois Department of Transportation, dated January 1, 2012, shall govern all work included in this project. The "Supplemental Specifications and Recurring Special Provisions", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "National Electric Code", which are in effect on the date of invitation for bids shall also govern, as appropriate. The following Special Provisions included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of said Specifications, said Special Provisions shall take precedence and shall govern.

DEFINITIONS: The following list of definitions amends Section 101 of the "Standard Specifications for Road and Bridge Construction".

Owner - Shall mean the awarding authority of the agency who is to be a party of this Contract, i.e., Mayor and City Council, President and Board of Trustees, Board of Commissioners, or other governmental body as appropriate.

Engineer - Shall mean Frank Novotny & Associates, Inc., their officers, employees, and agents who are employed by the Owner to act as their professional representative on the project.

Project - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

PREFERENCE IN EMPLOYMENT: No person shall be refused or denied employment in any capacity on the grounds of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Owner.

The Illinois Human Rights Act applies fully to this Contract and this Contract shall be performed in all respects in compliance with the Illinois Human Rights Act 775 ILCS 5/1-101, et seq., and the Illinois Public Works Employment discrimination Act 775 ILCS 10/0.01, et seq.

LAWS TO BE OBSERVED: The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and Municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, Subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all of its officers, agents, and employees, and the Engineer against any claim, loss, or liability arising or resulting from or based upon the violations of any such law, ordinance, regulation, order or decree, whether by himself or by his agents, Subcontractors or employees. If any discrepancy or inconsistency is discovered in the Plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders, or decree, the Contractor shall forthwith report the same to the Engineer.

REVIEW OF PROJECT SITE AND CONTRACT DOCUMENTS: By preparing his bid on the Project, the Contractor acknowledges and agrees that the Contract Specifications and drawings are complete, and sufficient to enable the Contractor to determine the cost of the work and to enable him to construct the work, in accordance with all applicable laws and regulations governing the work, and otherwise to fulfill his obligations under and as provided in the Contract. The Contractor further acknowledges that he has visited and examined the site, including all physical and other conditions affecting the work and is fully familiar with all of the conditions affecting the same and has considered all these factors in preparing his bid.

In connection therewith, the Contractor specifically represents and warrants to Owner that he has, by careful examination, satisfied himself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and surface water conditions of the site and the surrounding area, and subsurface conditions and subsurface water conditions (if a Soils Report is available for examination prior to the bid date); (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the work in the manner and within the cost and time frame required by the Contract. All work shall conform to the Contract, including the drawings and Specifications. No change therefrom shall be made without Owner's and Engineer's prior written approval.

PROJECT ENGINEER: The bidder is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois 60527, 630/887-8640.

The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with these Contract documents.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation building codes, the Americans with Disabilities Act, the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts of subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, or the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, in all solicitations or advertisements, for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;

- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contractor's obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply herewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human rights Commission to be ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two (2) types of subcontracts referred to under Paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

EXECUTION OF CONTRACT: The Contract shall be executed by the successful bidder and returned together with the Contract Bond within seven (7) days after the Contract has been mailed to the bidder.

FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to execute the Contract and file acceptable Bonds within seven (7) days after the Contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Proposal Guaranty, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under Contract, or otherwise, as the Owner may decide.

NOTICE TO PROCEED: Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have seven (7) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

CONTRACTOR PAYMENTS: The Contractor will be paid from funds allocated for financing the project at monthly intervals in accordance with the provisions as outlined in the Standard Specifications. At the end of each calendar month, the Contractor shall submit to the Engineer a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors that are employed on this Contract to complete the required work. All Waivers of Lien will be on the long form, a sample of which is attached hereto. The Owner will accept a single waiver from the General Contractor for the first payment, with full waiver submittals, as described above, for all subsequent payouts. All partial Waivers shall be considered to be "Waivers of Lien to Date".

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications, subject to 1) any evaluation of such work as a functioning project upon substantial completion, 2) the results of any subsequent tests permitted by the Contract, and 3) any defects or deficiencies not readily apparent upon inspection of the work.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Owner and the Engineer.

The Contractor shall receive final payment within thirty (30) to forty-five (45) days after issuance of the final payment authorization by the Engineer and receipt by the Owner of all required Contractor submissions in accordance with the Contract documents including, without limitation to an application for payment, together with a Contractor's sworn statement in a form acceptable to the Owner, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Owner, and such other supporting documentation as the Owner may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

GUARANTEE OF WORK: Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

To insure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate.

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty or the one (1) year follow up warranty noted above, and shall be enforceable within the Statute of Limitation period as prescribed by law. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

EXISTING UTILITIES: Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage during the construction of this project. Whenever the location of an existing utility is known, the approximate location of said utility is indicated on the Plans. This information is given only for the convenience of the bidder and the Owner assumes no responsibility as to the accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances in their present or relocated positions, whether shown on the Plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required in prosecuting the work due to the existence of said utilities.

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of NiCor, SBC, ComEd, Cable Television, etc., shall be done by the respective utility company and, if a conflict is known, are indicated on the Plans as to be done "**BY OTHERS**". All other utility adjustments to sewer, water, and other local facilities under the control of the Owner shall be performed under this Contract and will be paid for under the respective items in the Contract, unless otherwise indicated on the Plans or directed by the Engineer.

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed.

UTILITY REPAIR: Whenever the Contractor or any Subcontractor damages an underground utility under the jurisdiction of the Owner or other Municipal agency, the Contractor shall proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair Contractor of his own choosing or utilizing his own forces to make the necessary repairs. He shall furnish all labor, materials, and equipment necessary to restore any pipe-line, conduit, service line, etc. to their full and permanent service condition or cause them to be completed using outside Contractors.

All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by this interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within one weeks time (seven (7) days). The Engineer will be the sole authority in directing the Contractor as to the extent of work required to correct the damage to the standards expected by the Owner and as to what repairs need to be handled immediately, and what can be deferred for a weeks time. Should the necessary permanent repairs not be done within the time frame stated above, the Owner reserves the right to make the necessary arrangements to have said

repairs made by their own maintenance Contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor due to accidental damage. Any damage done to other public or private utilities shall be reported to the respective utility immediately and the Contractor shall be totally liable for any and all costs for said damage.

PUBLIC NOTIFICATION: When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

PROJECT SAFETY: The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America as applicable. The Contractor, Engineer, and Owner shall each be responsible for his own respective agents and employees. Neither the Engineer nor Owner have the authority to stop work should the Contractor be in violation of State and Federal Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the work. The Contractor shall provide and erect barricades or other safeguards which are adequate to warn of danger at the site and to protect persons and property from injury resulting from the work and shall otherwise comply with the requirements of the Contract Documents regarding matters of safety.

CONSTRUCTION LAYOUT MATERIALS: Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

Once the stakes have been set, the Contractor shall exercise proper care for the preservation of these stakes to prevent unnecessary losses and additional cost for restaking. Negligence on the part of the Contractor for preserving these stakes serves as just cause for the Engineer to be compensated for the additional cost of resetting those stakes which are displaced. The Engineer will be compensated for his actual cost to reset said stakes, including all labor and materials furnished by the Engineer. All other provisions of the aforementioned section shall apply to this Contract.

SHOP DRAWINGS: Shop drawings shall be submitted for metal fabrication items such as bridges, meter vaults, etc. All shop drawings shall be approved by the Contractor prior to submittal to the Engineer for review. The Engineer shall not approve the shop drawings; it shall be the Contractor's responsibility to provide the necessary labor and material to comply with the Contract provisions.

INSPECTION OF MATERIALS: All hot-mix asphalt and concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

The Contractor is to submit a QC plan for hot-mix asphalt and concrete materials to the Project Engineer for approval prior to construction operations commencing.

QC reports for hot-mix asphalt and concrete mixtures will be transmitted to the Project Engineer by the Contractor daily during production. The Project Engineer shall review and approve all QC reports prior to finalizing the project. A minimum of five percent (5%) of the contract amount will be withheld from the Engineer's Payment Estimate pending receipt of all QC documentation and approval by the Project Engineer.

The Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. The Contractor will be required to cut cores from the completed pavement at the station or at locations determined by the Engineer. Nuclear Density Acceptance may be used in lieu of cores if both Quality Control and Quality Assurance have correlated nuclear gages.

INCIDENTAL CONSTRUCTION: Whenever the performance of work is indicated on the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

PROFESSIONAL LANDSCAPE REQUIREMENT: The Contractor shall procure the services of a qualified, experienced, competent and professional landscaping Contractor for all landscape work included in the Contract Plans and Specifications. The Contractor shall be responsible for the proper performance by such landscape Contractor for the landscape work required by the Contract Plans and Specifications, and such work shall be included in the Contractor's Guaranty and Warranty as provided in the Special Provisions of the Contract Specifications.

BIDDER CERTIFICATIONS REQUIREMENT: All bidders submitting a Proposal for this Contract are required to complete the following certifications that are enclosed in this document following the Proposal. The certifications of the successful bidder shall be attached to and become part of the construction Contract between the Contractor and the Owner. **NO BID MAY BE ACCEPTED WHICH DOES NOT INCLUDE THESE CERTIFICATIONS.**

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.

- b) The Contractor must also execute certification pursuant to 65 ILCS 5/11-42.1-1, in which the Contractor certifies that it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must execute a certification pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act") and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must execute a certification pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must execute a certification ("Substance Abuse Prevention Program Certification) pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act, and require that all Subcontractors furnish Certifications of Compliance with this Act.

USE OF MUNICIPAL WATER: A portion of the "Standard Specifications" governing methods of construction on various items of work that may be included in this Contract may necessitate the use of a supply of domestic water.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

TAXES: If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

COMPLETION AND FINAL PUNCHLIST: After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have to complete all work outstanding. The Contractor will then notify the Engineer when all punchlist work is completed. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default. **All work shall be completed by June 26, 2015.**

T

CONTRACT

1. THIS AGREEMENT, made and concluded the _____ day of _____, 2015 between the City of Berwyn acting by and through the Mayor and City Council as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. AND, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny And Associates, Inc., and designated as 13th Street CDBG - Pavement and SEWER REPLACEMENT, are all essential documents of this Contract, and are a part hereto.

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

Party of the First Part

ATTEST: The CITY OF BERWYN

Thomas J. Pavlik, Clerk By Robert J. Lovero, Mayor

(SEAL)

Party of the Second Part

(If a Corporation)

Corporate Name

By President

Secretary (Corporate Seal)

(If a Co-Partnership)

(SEAL)

(SEAL)

Partners doing Business under the name of

(If an Individual)

(SEAL)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
 COUNTY OF } SS

Cty # _____
 Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the Owner.

The undersigned, for and in consideration of _____
 (\$ _____) Dollars, and other good and valuable consideration, the receipt whereof is hereby

acknowledged, do (es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of Illinois, relating to mechanics liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter by the undersigned for the above-described premises.

Given under _____ hand _____ and seal _____
 this _____ day of _____, 2015.

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
 COUNTY OF } SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
 _____ of the _____
 who is the Contractor of the _____ work on the
 building located at _____
 owned by _____

That the total amount of the Contract including extras is \$ _____ of which he has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor or both for said work and all parties having Contracts or Subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to Plans and Specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL TO COMPLETE					

That there are no other Contracts for said work outstanding, and there is nothing due or to become due to any person for materials, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 2015.

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2015

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE

Description: This item shall consist of the Contractor's efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineer, Frank Novotny & Associates, Inc. and its agents and employees, and the Engineer's Consultants and their respective agents and employees, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or Frank Novotny & Associates, Inc. and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts. Frank Novotny & Associates, Inc. is intended to be a third party beneficiary under this Contract.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and Frank Novotny & Associates, Inc. and its agents and employees as herein provided.

Man.6 (COMPLETE)
08/2012 (Rev.)

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS - COMPLETE, Cont'd.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner and the Engineer.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

Insurance

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner and to the Engineer **before starting construction**, or within ten (10) days after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner and to the Engineer, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, regardless of the fact that the Contractor may not commence with work due to his failure or inability to provide the necessary insurance as noted herein.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and to the Engineer, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK must be named as additional insureds on a "primary, non-contributory basis" for Part 1 noted below, and all insurance noted under Parts 2, 3 and 4 below must be provided, unless specifically deleted for this project.

A. Minimum Limits of Insurance

Contractor and his Subcontractors shall maintain limits of no less than:

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS - COMPLETE, Cont'd.

1. Contractors- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. **OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK shall be named as Additional Insureds on a Primary Non-Contributory basis.** All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "XCU Exclusions" shall be deleted.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. Owners and Engineers- Contractors Protective Liability: An OCP Policy shall also be provided having limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability. **The OWNER and FRANK NOVOTNY & ASSOCIATES, INC. will be the named insureds on this OCP Policy.** There will be **NO deductible or self-insured retention amount due on this OCP policy.**

The coverage afforded by this OCP policy shall be primary and at no time shall any endorsements, additional forms, or riders be attached that would modify or limit said coverage.

3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
4. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the **OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK.**

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE, Cont'd.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

5. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.

Insurance under Parts 6, 7 and 8 below will be required if indicated by an "X".

- ___ 6. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.
- ___ 7. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.
- ___ 8. Supplemental Insurance Coverage: Should the project require "supplemental" insurance coverage as deemed necessary by the Owner and/or Engineer, it shall be provided as outlined below:

<u>Type of Insurance</u>	<u>Limit Required</u>
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____

Note: If "Contractor's Pollution Liability Insurance" is required as indicated above, both the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. shall be named as "Additional Insureds" on a Primary Non-Contributory basis on that policy.

B. Contractor's Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE, Cont'd.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner and the Engineer. It shall be the Contractor's responsibility to insure that said Notice is delivered to both the Owner and the Engineer by Certified Mail, "Return Receipt Requested".

D. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

E. Verification of Coverage

1. Contractor's Insurance:

Contractor shall furnish the Owner and the Engineer with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner and Engineer **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed. (SEE SAMPLE "CERTIFICATE OF INSURANCE" ENCLOSED HEREIN.)

2. OCP Policy:

Contractor shall furnish the Owner and the Engineer with an "**Insurance Binder**" evidencing that the aforementioned coverage is bound by the Company to protect the Owner and the Engineer. This Insurance Binder shall be on the standard form provided by the insurance company or agent and is to be received and approved by the Owner and Engineer **before any work commences**.

When issued, the original OCP POLICY shall be sent directly to the office of the Engineer, Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, IL, 60527. No manuscript policies will be allowed.

3. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binder by the Owner or the Engineer shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE, Cont'd.

F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate **Certificates** for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate "OCP Policy" as may be stated herein.

Basis of Payment: This item shall be paid for at the Contract lump sum price for **INSURANCE PROVISIONS – COMPLETE**, which price shall be payment in full for providing all insurance as noted herein, including the cost of the OCP policy.

Payment will be made on the basis of the ratio of the total amount of work completed to date to the total value of the work required to be performed. **All insurance, including the OCP Policy, shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications.**

Payment will not be made under this item if the actual OCP policy contains any riders, endorsements, or additional forms which limit or modify the coverage required herein. **Failure to procure all required insurance coverage shall be considered a breach of Contract.**

"SAMPLE"

Date (MM/DD/YY)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER FULLY COMPLETED CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, NO): E-MAIL ADDRESS: INSURERS AFFORDING COVERAGE NAIC # Insurer A: Name of Insurance Company Insurer B: Name of Insurance Company Insurer C: Name of Insurance Company Insurer D: Name of Insurance Company Insurer E: Name of Insurance Company Insurer F: Name of Insurance Company

VERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INS LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YY), POLICY EXP (MM/DD/YY), LIMITS (All Units in Thousands). Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

OWNER: City of Berwyn PROJECT DESCRIPTION: 13th Street CDBG - Pavement & Sewer Replacement, Berwyn, IL "Certificate Holders" are "Additional Insureds" on a Primary Non-Contributory Basis with respect to the General Liability only. "Waiver of Subrogation" is provided on the Workers' Compensation coverage in favor of the CERTIFICATE HOLDER(S). No endorsements or additional forms shall modify or limit the coverage provided to the "ADDITIONAL" INSURED(S).

CERTIFICATE HOLDER Additional Insured, Insurer Letter: CANCELLATION

OWNER (Including its officials, employees and volunteers), FRANK NOVOTNY & ASSOCIATES, INC. (Including its agents and employees), and the COUNTY OF COOK (Including its officials, employees and volunteers) SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



"SAMPLE"

INSURANCE BINDER

Date (MM/DD/YYYY)

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Phone (A/C. No. Ext) _____ FAX (A/C. No. Ext) _____ CODE: _____ SUB CODE: _____ AGENCY CUSTOMER NO. _____ INSURED <p style="text-align: center;">OWNER and FRANK NOVOTNY & ASSOCIATES, Inc.</p>	COMPANY _____ BINDER _____ EFFECTIVE DATE _____ TIME _____ AM/PM _____ EXPIRATION DATE _____ TIME _____ AM/PM _____ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # _____ DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) CITY OF BERWYN 13 th STREET CDBG-PAVEMENT & SEWER REPLACEMENT PROJECT NO. 14224 HUD ACTIVITY NOS. 557,558, 575 & 576
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COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	CONS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC _____				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE (OCP) RETRO DATE FOR CLAIMS MADE _____		EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 2,000,000
		PROJECTS - COMP/OP AGGR		\$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY MOTORIST		\$
		UNINSURED MOTORIST		\$
VEHICLE PHYSICAL DAMAGE DED _____ <input type="checkbox"/> COLLISION _____ <input type="checkbox"/> OTHER THAN COL _____ <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES		ACTUAL CASH VALUE		\$
		STATED AMOUNT		\$
				\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO RETRO DATE FOR CLAIMS MADE _____		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY		\$
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
		WC STATUTORY LIMITS		\$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. (Including its agents and employees)	MORTGAGEE LOSS PAYEE _____ ADDITIONAL INSURED _____ LOAN # _____ AUTHORIZED REPRESENTATIVE _____
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INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12)
 (Revised 1-1-15)

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CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

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CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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BDE SPECIAL PROVISIONS
For the April 24 and June 12, 2015 Letting

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192	4	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug 1, 2013
80241	6	Bridge Demolition Debris	July 1, 2009	
50261	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80310	11	Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341	12	Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198	13	Completion Date (via calendar day)	Aug. 1, 2008	
80199	14	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293	15	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80294	16	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1, 2012	
80311	17	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	18	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277	19	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
90261	20	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	21	Contract Claims	April 1, 2014	
* 80029	22	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
* 80358	23	Equal Employment Opportunity	April 1, 2015	
80265	24	Friction Aggregate	Jan. 1 2011	Nov. 1, 2014
80229	25	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329	26	Glare Screen	Jan. 1, 2014	
80304	27	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	28	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80233	29	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	30	Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
* 80347	31	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits - Jobsite Sampling	Nov. 1, 2014	April 1, 2015
80348	32	Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315	33	Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351	34	Light Tower	Jan. 1, 2015	
80336	35	Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324	36	LRFP Pipe Culver Burial Tables	Nov. 1, 2013	April 1, 2015
* 80325	37	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045	38	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	39	Mechanical Side Tie Nar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165	40	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337	41	Paved Shoulder Removal	April 1, 2014	
80349	42	Pavement Marking Blackout Tape	Nov. 1, 2014	
80298	43	Pavement Marking Tape Type IV	April 1, 2012	

Name	#	Special Provision Title	Effective	Revised
80254	44	✓ Pavement Patching	Jan. 1, 2010	
80352	45	Pavement Striping – Symbols	Jan. 1, 2015	
* 80359	46	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
* 80353	47	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338	48	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343	49	Precast Concrete Handhole	Aug. 1, 2014	
80300	50	Preformed Plastic Pavement Marking Type D – Inlaid	April 1, 2012	
80328	51	✓ Progress Payments	Nov. 2, 2013	
34261	52	Railroad Protective Liability Insurance	Dec. 1, 1986	
80157	53	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	54	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	
80350	55	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	56	Reinforcement Bars	Nov. 1, 2013	
80344	57	Rigid Metal Conduit	Aug. 1, 2014	
* 80354	58	Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340	59	Speed Display Trailer	April 2, 2014	
80127	60	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317	61	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355	62	Temporary Concrete Barrier	Jan. 1, 2015	
80301	63	Tracking the Use of Pesticides	Aug. 1, 2012	
80356	64	Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338	65	Training Special Provisions	Oct. 15, 1975	
80318	66	Traversable Pipe Grate	Jan. 1, 2014	April 1, 2014
* 80345	67	Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357	68	Urban Half Road Closure with Mountable Median	Jan. 1, 2015	
80346	69	Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	70	✓ Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
80302	71	Weekly DBE Trucking Reports	June 2, 2012	
80289	72	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	73	Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location	Effective	Revised
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01 (b) and 1004.02(f)	April 1, 2012	April 1, 2014
80303	Granular Materials	Articles 1003.04(c), and 1004.05(c)	Nov. 2, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS#1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
89326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS#31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80219	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 2, 2014	
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(l) and 701.19(a)	Jan. 1, 2014	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

Revised: April 1, 2012

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030 05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge (i.e for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location".

Revise the Density Control Limits table in Article 1030 05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	N _{design} = 50	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	N _{design} ≥ 90	92.0 – 96.0 %	90.0 %
IL-9.5, IL-9.5L, IL 12.5	N _{design} < 90	92.5 – 97.4 %	90.0 %
IL-19.0, IL-25.0	N _{design} ≥ 90	93.0 – 96.0%	90.0 %
IL-9.0, IL-19.0L, IL-25.0	N _{design} < 90	93.0 – 97.4 %	90.0 %

SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0 %
All Other	Ndesign = 30	93.0 – 97.4 %	90.0 %

80246

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

80254

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

80328

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2014

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard

Specifications. " (e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification.

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

" The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

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

Effective: June 26, 2006

Revised: January 1, 2013

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."

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

"(c) RAP Materials (Note 3)1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 3. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013
Revised: November 1, 2014

1) Design Composition and Volumetric Requirements

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

“The minimum compacted thickness of each lift shall be according to Article 406.06(d).”

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

“The mixture composition used shall be IL-19.0.”

Revise Article 355.05(a) of the Standard Specifications to read:

“(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0.”

Revise the Leveling Binder table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5 or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures.”

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

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

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read:

“Test strip mixture will be evaluated at the contract unit price according to the following.”

Revise Article 406.14(a) of the Standard Specifications to read:

“(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price.”

Revise Article 406.14(b) of the Standard Specifications to read:

“(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF according to the Department’s test results, the mixture will not be paid for and shall be removed at the Contractor’s expense. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF.”

Revise Article 406.14(c) of the Standard Specifications to read:

“(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department’s test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF.”

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

“Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement.”

Delete the second paragraph of Article 482.02 of the Standard Specifications.

Revise the first sentence of the sixth paragraph of Article 482.05 of the Standard Specifications to read:

“When the mainline HMA binder and surface course mixture option is used on resurfacing projects, shoulder resurfacing widths of 6 ft (1.8 m) or less may be placed simultaneously with the adjacent traffic lane for both the binder and surface courses.”

Revise the second sentence of the fourth paragraph of Article 601.04 of the Standard Specifications to read:

“The top 5 in. (125 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.”

Revise the second sentence of the fifth paragraph of Article 601.04 of the Standard Specifications to read:

“The top 8 in. (200 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.”

Revise Article 1003.03(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. The fine aggregate gradation for SMA shall be FA/FM 20.

For mixture IL-4.75 and surface mixtures with an Ndesign = 90, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA 20 gradation.

For mixture IL-19.0, Ndesign = 90 the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 or FA 22 gradation. For mixture IL-19.0, Ndesign = 50 or 70 the fine aggregate fraction shall consist of at least 50 percent manufactured sand meeting FA 20 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA.”

Delete the last sentence of the first paragraph of Article 1004.03(b) of the Standard Specifications.

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

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

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

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

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

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

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

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

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

1/ Uses 19.0L binder mix.

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

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

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

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

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

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type 1 or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

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

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

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

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

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with N_{design} = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.

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

Delete Article 1030.04(a)(3) of the Standard Specifications.

Delete Article 1030.04(a)(4) of the Standard Specifications.

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

- “(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

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

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

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

Revise the table in Article 1030.04(b)(2) of the Standard Specifications to read:

“VOLUMETRIC REQUIREMENTS Low ESAL				
Mixture Composition	Design Compactive Effort	Design Air Voids Target %	VMA (Voids in the Mineral Aggregate), % min.	VFA (Voids Filled with Asphalt Binder), %
IL-9.5L	N _{DES} =30	4.0	15.0	65-78
IL-19.0L	N _{DES} =30	4.0	13.5	N/A”

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

"(3) SMA Mixtures.

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

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

- 1/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 2/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 3/ Blending of different types of aggregate will not be permitted.
For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Delete Article 1030.04(b)(4) of the Standard Specifications.

Delete Article 1030.04(b)(5) from the Supplemental Specifications.

Delete last sentence of the second paragraph of Article 1102.01(a) (13) a.

Add to second paragraph in Article 1102.01 (a) (13) a.:

"As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough available for the production of the SMA mix for the entire project and 2) a mix design was prepared with collected bag-house dust.

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

*Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 µm) No. 200 (75 µm)	1 washed ignition oven test on the mix per half day of production Note 3.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 1.	1 per half day of production	Illinois-Modified AASHTO T 308
VMA Note 2.	Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois-Modified AASHTO R 35
Air Voids Bulk Specific Gravity of Gyrotory Sample Note 4.	Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois-Modified AASHTO T 312
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons: 1 per half day of production	Illinois-Modified AASHTO T 209

"Parameter	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	

Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 2. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.

Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures."

Revise the table in Article 1030.05(d)(2)b. of the Standard Specifications to read:

"Parameter	High ESAL Mixture Low ESAL Mixture
Ratio Dust/Asphalt Binder	0.6 to 1.2
Moisture	0.3 %"

Revise the Article 1030.05(d)(4) of the Supplemental Specifications to read:

"(4) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits.

"CONTROL LIMITS						
Parameter	High ESAL		SMA		IL-4.75	
	Individual Test	Moving Avg. of 4	Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: ^{1/}						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
No. 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
No. 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
No. 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
No. 30 (600 μm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content No. 200 (75 μm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}	-0.7 % ^{2/}	-0.5 % ^{2/}	-0.7 % ^{2/}	-0.5 % ^{2/}

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75	N _{design} = 50	93.0 - 97.4 % ^{1/}
IL-9.5	N _{design} = 90	92.0 - 96.0 %
IL-9.5, IL-9.5L	N _{design} < 90	92.5 - 97.4 %
IL-19.0	N _{design} = 90	93.0 - 96.0 %
IL-19.0, IL-19.0L	N _{design} < 90	93.0 ^{2/} - 97.4 %
SMA	N _{design} = 80	93.5 - 97.4 %

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade."

Revise the table in Article 1030.05(d)(5) of the Supplemental Specifications to read:

"CONTROL CHART REQUIREMENTS	High ESAL, Low ESAL, SMA & IL-4.75
Gradation ^{1/3/}	% Passing Sieves: 1/2 in. (12.5 mm) ^{2/} No. 4 (4.75 mm) No. 8 (2.36 mm) No. 30 (600 µm)
Total Dust Content ^{1/}	No. 200 (75 µm)
	Asphalt Binder Content
	Bulk Specific Gravity
	Maximum Specific Gravity of Mixture
	Voids
	Density
	VMA

- 1/ Based on washed ignition oven.
- 2/ Does not apply to IL-4.75.
- 3/ SMA also requires the 3/8 in. (9.5 mm) sieve."

Delete Article 1030.05(d)(6)a.1.(b.) of the Standard Specifications.

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

2) Design Verification and Production

Description. The following states the requirements for Hamburg Wheel and Tensile Strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production.

Mix Design Testing. Add the following below the referenced AASHTO standards in Article 1030.04 of the Standard Specifications:

- AASHTO T 324 Hamburg Wheel Test
- AASHTO T 283 Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

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

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

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

Illinois Modified AASHTO T 324 Requirements ^{1/}

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

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

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

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

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

- "(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

Parameter	Adjustment
1/2 in. (12.5 mm)	± 5.0 %
No. 4 (4.75 mm)	± 4.0 %
No. 8 (2.36 mm)	± 3.0 %
No. 30 (600 µm)	*
No. 200 (75 µm)	*
Asphalt Binder Content	± 0.3 %

* In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria is being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

The Department may conduct additional Hamburg Wheel tests on production material as determined by the Engineer.”

Revise the title of Article 1030.06(b) of the Standard Specifications to read:

“(b) Low ESAL Mixtures.”

Add the following to Article 1030.06 of the Standard Specifications:

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

The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria”

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria are being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

Method of Measurement:

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} ."

Basis of Payment.

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

"For all mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive."

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012

Revise: January 2, 2015

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...)
 - (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality

but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.

- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

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

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

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
- (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
 - (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

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

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

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

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

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

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

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

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

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 μm)	± 4 %
No. 200 (75 μm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

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

- (c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision	
	FRAP	RAS
% Passing: ^{1/}		
1 / 2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G _{mm}	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

- (d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.

(3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMRP Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

1031.06 Use of FRAP and/or RAS in HMA. The use of FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

(a) FRAP. The use of FRAP in HMA shall be as follows.

(1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

(2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.

(3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

(4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.

(5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures ^{1/2/}	Maximum % ABR		
	Binder/Leveling Binder	Surface	Polymer Modified ^{3/}
30L	50	40	10
50	40	35	10
70	40	30	10
90	40	30	10 ^{4/}
4.75 mm N-50			30
SMA N-80			20

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ For polymerized surface mix used for overlays, with up to 10 percent ABR, an SBS PG70-22 will be required. However if used in full depth HMA, an SBS PG70-28 will be required.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.

- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)

- i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
 - j. Accumulated mixture tonnage.
 - k. Dust Removed (accumulated to the nearest 0.1 ton)
- (2) Batch Plants.
- a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - d. Mineral filler weight to the nearest pound (kilogram).
 - e. RAS and FRAP weight to the nearest pound (kilogram).
 - f. Virgin asphalt binder weight to the nearest pound (kilogram).
 - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

HOT MIX ASPHALT QUALITY CONTROL FOR PERFORMANCE (BMPR)

Effective: January 1, 2012

Revised: December 1, 2013

Description. This special provision describes the procedures for production, placement and payment of hot-mix asphalt (HMA). This work shall be according to the Standard Specifications except as modified herein. This special provision shall apply to HMA mixtures as listed in the following table.

Mixture/Use:	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, (IL-9.5MM) / PAVEMENT RESURFACING
Location:	13 th STREET – WESLEY AVENUE TO LOMBARD AVENUE
Mixture/Use:	
Location:	
Mixture/Use:	
Location:	

Exceptions may be approved for small tonnage less than 800 (725 metric) tons and miscellaneous mixture applications as defined by the Engineer.

Delete Articles:	406.06(b)(1), 2 nd Paragraph	(Temperature requirements)
	406.06 (e), 3 rd Paragraph	(Pavers speed requirements)
	406.07	(Compaction)
	1030.05(a)(4, 5, 9,)	(QC/QA Documents)
	1030.05(d)(2)a.	(Plant Tests)
	1030.05(d)(2)b.	(Dust-to-Asphalt and Moisture Content)
	1030.05(d)(2)d.	(Small Tonnage)
	1030.05(d)(2)f.	(HMA Sampling)
	1030.05(d)(3)	(Required Field Tests)
	1030.05(d)(4)	(Control Limits)
	1030.05(d)(5)	(Control Charts)
	1030.05(d)(7)	(Corrective Action for Field Tests (Density))
	1030.05(e)	(Quality Assurance by the Engineer)
	1030.05(f)	(Acceptance by the Engineer)
	1030.06(a), 3 rd paragraph	(Before start-up...)
	1030.06(a), 7 th paragraph	(After an acceptable...)
	1030.06(a), 8 th paragraph	(If a mixture...)
	1030.06(a), 9 th paragraph	(A nuclear/core...)

Definitions:

- (a) Quality Control (QC): All production and construction activities by the Contractor required to achieve the required level of quality.

- (b) Quality Assurance (QA): All monitoring and testing activities by the Engineer required to assess product quality, level of payment, and acceptability of the product.
- (c) Pay Parameters: Pay Parameters shall be field Voids in the Mineral Aggregate (VMA), voids, and density. Field VMA will be calculated using the combined aggregates bulk specific gravity (G_{sb}) from the mix design.
- (d) Mixture Lot. A lot shall begin once an acceptable test strip has been completed and the AJMF has been determined. If the test strip is waived, a subplot shall begin with the start of production. A mixture lot shall consist of four sublots unless it is the last or only lot, in which case it may consist of as few as one subplot
- (e) Mixture Sublot. A mixture subplot for field VMA, voids, and Dust/AC will be a maximum of 1000 tons (910 metric tons).
- If the remaining quantity is greater than 200 but less than 1000 tons, a subplot will consist of that amount.
 - If the remaining quantity is less than or equal to 200 tons, the quantity shall be combined with the previous subplot.
- (f) Density Interval. Density Intervals shall be every 0.2 mile (320 m) for lift thickness equal to or less than 3 in. (75 mm) and 0.1 mile (160 m) for lift thickness greater than 3 in. (75 mm).
- (g) Density Sublot. A subplot for density shall be the average of five consecutive Density Intervals. If a Density Interval is less than 200 ft (60 m), it will be combined with the previous Density Intervals.
- If one or two Density Intervals remain outside a subplot, they shall be included in the previous subplot.
 - If three or more Density Intervals remain, they shall be considered a subplot.
- (h) Density Test: A density test consists of a core taken at a random longitudinal and random transverse offset within each Density Interval. The HMA maximum theoretical gravity (G_{mm}) will be based on the running average of four Department test results. Initial G_{mm} will be based on the average of the first four test results. If less than four G_{mm} results are available, use an average of all available Department G_{mm} test results.

The random transverse offset excludes a distance from each outer edge equal to the lift thickness or a minimum of 4 in. (100 mm). If a core is located within one foot of an unconfined edge, 2.0 percent density will be added to the density of that core.

Quality Control (QC) by the Contractor:

The Contractor's QC plan shall include the schedule of testing for both pay parameters and non-pay parameters required to control the product such as asphalt binder content and mixture gradation. The minimum test frequency shall be according to the following table.

Minimum Quality Control Sampling and Testing Requirements

Quality Characteristic		Minimum Test Frequency
Mixture Gradation		1 per subplot
Asphalt Binder Content		
Dust/AC Ratio		
Field VMA		
Voids	G _{mb}	
	G _{mm}	

The Contractor's splits in conjunction with other quality control tests shall be used to control production.

The Contractor shall submit split jobsite mix sample test results to the Engineer within 48 hours of the time of sampling. All QC testing shall be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training.

Quality Assurance (QA) by the Engineer:

Voids, field VMA and Dust/AC ratio: The Engineer will determine the random tonnage and the Contractor shall be responsible for obtaining the sample according to the "PFP Hot-Mix Asphalt Random Jobsite Sampling" procedure.

Density: The Engineer will identify the random locations for each density testing interval. The Contractor shall be responsible for obtaining the four inch cores within the same day and prior to opening to traffic unless otherwise approved by the Engineer according to the "PFP and QCP Random Density Procedure". The locations will be identified after final rolling and cores shall be obtained under the supervision of the Engineer. All core holes shall be filled immediately upon completion of coring. All water shall be removed from the core holes prior to filling. All core holes shall be filled with a rapid hardening mortar or concrete which shall be mixed in a separate container prior to placement in the hole. Any depressions in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the lift thickness and replacement.

The Engineer will witness and secure all mixture and density samples. The Contractor shall transport the secured sample to a location designated by the Engineer.

The Engineer will test one or all of the randomly selected split samples from each lot for voids, field VMA and dust/AC ratio. The Engineer will test a minimum of one sample per project. The Engineer will test all of the pavement cores for density. All QA testing will be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training. QA test results will be available to the Contractor within 10 working days from receipt of secured cores and split mixture samples.

The Engineer will maintain a complete record of all Department test results and copies will be provided to the Contractor with each set of subplot results. The records will contain, as a minimum, the originals of all Department test results and raw data, random numbers used and resulting calculations for sampling locations, and quality level analysis calculations.

If the QA results do not meet the 100% subplot pay factor limits or do not compare to QC results within the precision limits listed below, the Engineer will test all split mix samples for the lot.

Test Parameter	Limits of Precision
G _{mb}	0.030
G _{mm}	0.026
Field VMA	1.0 %

Acceptance by the Engineer: All of the Department's tests shall be within the acceptable limits listed below:

Parameter		Acceptable Limits
Field VMA		-1.0 – +3.0% ^{1/}
Voids		2.0 – 6.0%
Density:	IL-9.5, IL-12.5, IL-19.0, IL-25.0, IL-4.75, IL-9.5FG ^{3/}	90.0 – 98.0%
	SMA	92.0 – 98.0%
Dust / AC Ratio		0.4 – 1.6 ^{2/}

1/ Based on minimum required VMA from mix design

2/ Does not apply to SMA.

3/ Acceptable density limits for IL-9.5FG placed less than 1.25 in. shall be 89.0% - 98.0%

In addition, no visible pavement distresses shall be present such as, but not limited to, segregation, excessive coarse aggregate fracturing or flushing.

Basis of Payment: Payment will be based on the calculation of the Composite Pay Factor using QA results for each mix according to the "QCP Payment Calculation" document.

Dust / AC Ratio. A monetary deduction will be made using the pay adjustment table below for dust/AC ratios that deviate from the 0.6 to 1.2 range. If the tested subplot is outside of this range, the Department will test the remaining sublots for Dust / AC pay adjustment.

Dust / AC Pay Adjustment Table^{1/}

Range	Deduct / subplot
$0.6 \leq X \leq 1.2$	\$0
$0.5 \leq X < 0.6$ or $1.2 < X \leq 1.4$	\$1000
$0.4 \leq X < 0.5$ or $1.4 < X \leq 1.6$	\$3000
$X < 0.4$ or $X > 1.6$	Shall be removed and replaced

1/ Does not apply to SMA.

HOT-MIX ASPHALT – PRIME COAT (D-1)

Effective: February 19, 2013
 Revised: April 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

“Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, CSS-1, CSS-1h, CSS-1hP, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP”

Add the following to Article 406.03 of the Standard Specifications:

“(i) Regenerative Air Vacuum Sweeper..... 1101.19”

Revise Article 406.05(b) of the Standard Specifications to read:

“(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).”

- (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternate to air blasting, vacuum sweeping may be used to accomplish the dust removal. Vacuum sweeping shall be accomplished with a regenerative air vacuum sweeper. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. The primed lane shall remain closed until the prime coat is fully cured and does not

pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

- (2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft \pm 0.01 (1.21 kg/sq m \pm 0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pick up under traffic.

The residual asphalt binder rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2,000 tons of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time.

Prime coat shall be placed no more than five days in advance of the placement of HMA. If after five days loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of 406.13(b) to read:

"Water added to emulsified asphalt at the source as allowed in article 406.02 will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 and the second paragraph of Article 407.12 of the Standard Specifications to read:

"Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) or NON-TRACKING BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.06(b) of the Standard Specifications to read:

"A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b)."

Revise Article 1032.02 of the Standard Specifications to read:

"1032.02 Measurement. Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer's bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer."

Add the following to the table in article 1032.04 of the Standard Specifications:

"SS-1vh	160 - 180	70 - 80"
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Add the following to Article 1032.06 of the Standard Specifications:

"(g) Non Tracking Emulsified Asphalt SS-1vh:

Requirements for SS-1vh			
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	T 59
Residue by Evaporation,	%	50 min.	T 59
Sieve Test,	%	0.3 max.	T 59
Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec., dmm		20 max.	T 49
Softening Point,	°C	65 min.	T 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

Revise the last table of Article 1032.06 to read:

"Grade	Use
SS-1, SS-1h, CSS-1, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE-300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications:

"1101.19 Regenerative Air Vacuum Sweeper. The regenerative air vacuum sweeper shall blast re-circulated, filtered air through a vacuum head having a minimum width of 6.0 feet at a minimum rate of 20,000 cubic feet per minute."

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
PARTIAL PAYMENTS

Effective: January 1, 2007

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

"The State will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments."

*** SPECIAL PROVISION ***

GENERAL

Scope of Work:

This project consists of parkway excavation; HMA surface removal; curb and gutter removal & replacement; alley pavement removal & replacement; sidewalk removal & replacement, driveway pavement removal & replacement; structure adjustments & replacement; combined sewer replacement and lining; HMA surface course replacement; pavement markings; topsoil & sod; parkway restoration, and all appurtenant construction on 13th Street, in the City of Berwyn. **See attached Exhibits.**

Execution and Prosecution of the Contract:

This project is expected to be awarded on **April 14, 2015**, at the regularly scheduled City Council meeting.

In order to expedite the project, the following amendment will be made to the execution and prosecution of the Contract, as found in the Supplemental Specifications and Recurring Special Provisions:

1. The Contractor shall execute the Contract and furnish the Contract Bond and required Insurance within seven (7) calendar days after the Contract has been mailed to the successful Bidder.
2. The Contractor will start work within seven (7) days of the executed Contract.

Pre-Construction and Public Information Meetings:

A pre-construction meeting will be held with the Contractor after the award of the Contract to further discuss the scope of work and the project schedule. At that time, a start date, which will be mutually agreed upon by the City of Berwyn, the Contractor, and the Engineer, will be determined.

Overall Completion Dates:

The overall completion date is June 26, 2015 which includes the completion of all work as specified in the Contract, including punchlist items. All final CDBG documentation needs to be submitted to the engineer by July 3, 2015.

Extension of Time:

When a completion date is specified, it is understood that time is of the essence and that completion of the work by that date is an essential part of the Contract. If a delay should occur due to unforeseen causes, as specified in Article 108.08(b), the time of completion shall be extended by an amount determined to be equitable by the City and the Engineer.

Failure to Complete the Work on Time:

Since time is of the essence and the City wishes for the project to move very consistently, liquidated damages will be pursued for overall completion dates. The Contractor shall be liable for liquidated damages for each day of overrun on overall completion dates.

Liquidated damages will be processed in accordance with the applicable portions of Article 108.09 of the Standard Specifications, except as modified herein.

SCHEDULE OF DEDUCTIONS
FOR EACH DAY OF OVERRUN

1. OVERALL CONTRACT DEADLINE.....\$5,000.00/CAL. DAY

Since completion dates are specified herein, the daily charge shall be made for every day shown on the calendar beyond the completion date specified for overall completion dates. The City will deduct these liquidated damages from monies due, or to become due, to the Contractor from the City.

Existing Frames and Lids:

Any frame that is to be removed or replaced on the project shall be salvaged to the City of Berwyn.

Contract Deletions:

The Contractor is hereby advised that the City reserves the right to delete locations included in this project, should the Contract price be in excess of the amount included in the City budget for funding this project. This provision shall be in accordance with Section 104.02 of the Standard Specifications for Road and Bridge Construction, except that the City reserves the right to determine the extent of the deletion. The Contractor will be advised, in writing, in advance of the beginning of construction, as to what locations will be deleted, and shall accept payment at the Contract unit prices for work that is otherwise included in the Contract.

*** SPECIAL PROVISION ***

WEIGHING HOT-MIX ASPHALT MIXTURES

Description: Hot-Mix asphalt mixtures incorporated into this project, which are paid for by weight or by square yard, shall be weighed by one of the following methods:

- 1) Truck scales, surge bin scales, or surge bin hopper scales that are equipped with an automatic printer.
- 2) Hot-Mix asphalt mixtures produced by a batch-type mixing plant may be measured by either weighing the mixtures on approved platform scales equipped with automatic printers or on the basis of batch weights when surge or storage bins are not used.

Belt scales are not acceptable for determining pay weights.

The automatic printer shall be an integral part of the scale equipment or the scale and printer shall be directly connected, so that manual entry of weights is prohibited, except as described in Number 1 below.

- 1) If the platform scale equipment measures gross weight, the printer will record the gross weight as a minimum. Tare and net weights will be shown on weight tickets and may be printed automatically or entered manually.
- 2) If the scale equipment on a platform scale zeros out the truck tare automatically, the printer must record the net weight as a minimum.
- 3) If the scale equipment on a surge bin weigh hopper zeros automatically after discharging each batch, the printer must record the net weight as a minimum.
- 4) If the scale equipment on surge bins automatically shuts down the feed system and weighs the amount in the silo before and after discharge, the printer must record the net weight as a minimum.

The automatic printer shall produce a weight ticket in triplicate. Weights shall be shown in pounds or to the nearest one hundredth ton.

The Contractor shall provide the Engineer with copies of the current Department of Agriculture scale certification upon request.

Any tickets for hot-mix asphalt mixtures delivered to this project, which do not meet the above requirement, will not be accepted for payment, unless written permission is obtained from the Engineer.

*** SPECIAL PROVISION ***

PROOF ROLLING

Description: This work shall consist of the Contractor furnishing various labor and equipment necessary to proof roll the existing base in order to assist the Engineer in determining the performance of the existing base and the extent of patching that might be necessary.

As a minimum, the Contractor will be required to furnish a fully-loaded dump truck having a gross weight of not less than 60,000 lbs., a driver, and supervisory personnel to accompany the Engineer and/or representatives of the Owner to walk the entire length of the project, up and back, for a complete visual evaluation. At the time of the proof roll, the Engineer will mark various sections for patching. Any areas of pavement failure shall be removed as directed and paid for under the item of "CLASS D PATCHES", of the type and depth specified. No base will be allowed to be subsequently resurfaced without being proof rolled and approved by the Engineer and the Owner's representative.

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the Contract. The Contractor shall furnish these services for as long as required by the Engineer to evaluate the entire limits of the project.

*** SPECIAL PROVISION ***

COMPACTION OF BACKFILL

Material used to backfill curbs, walks, and drives shall be compacted to ninety-five percent (95%) in a manner approved by the Engineer.

CLEANING OF TRUCKS

The residue left from the cleaning of concrete and other trucks shall be picked up immediately by the Contractor. No material shall be left to harden either on the jobsite or elsewhere.

SPOIL MATERIAL LEFT OVERNIGHT

All excess spoil material from excavation or trenching, or removal of existing improvements, shall be hauled away at the end of each workday. Any material left overnight will be subject to removal by City forces, the cost of which will be backcharged to the Contractor.

REMOVAL OF CONCRETE FORMS

Immediately after removal, all concrete forms shall be stripped of nails and either reused that day or trucked away. All nails shall be picked up and none shall be left lying on the site.

*** SPECIAL PROVISION ***

TRENCH BACKFILL, COMPACTED

Description: This item shall consist of furnishing and installing aggregates for use as backfilling material for all trenches made within the limits of a proposed pavement, or as required by the Plans and Specifications and the disposal of all surplus excavated materials. All work shall be in accordance with the applicable portions of Sections 208 and 550 of Standard Specifications, except as modified herein.

Materials: In lieu of the fine aggregates referred to in Sections 208 and 550 and Article 1003.04 of the Standard Specifications, the materials that will be used on this project and designated as trench backfill shall be crushed limestone, Coarse Aggregate, Grade CA-6, in accordance with Article 1004.01.

Construction: All trench backfill materials shall be compacted in accordance with Method 1 of Article 550.07 of the Standard Specifications.

Method of Measurement: The maximum volume for which trench backfill will be paid will be in accordance with the final backfill column of the attached Standard Drawing No. 2 of the "Standard Specifications for Water and Sewer Main Construction". Trench backfill will be paid for within the limits of twelve inches (12") above the pipeline to the bottom of pavement.

Basis of Payment: This work shall be paid for at the Contract unit price per cubic yard for **TRENCH BACKFILL, COMPACTED**, which price shall be payment in full for all work as specified herein and in accordance with the applicable portions of the Standard Specifications.

SEE PLANS AND SPECIFICATIONS FOR SURFACE RESTORATION

WIDTH OF PERMANENT PAVEMENT REMOVAL AND REPLACEMENT FOR PAYMENT

EXISTING SURFACE

TOP OF SUBGRADE

FINAL BACKFILL

TOTAL COVER MINIMUM 12"

TRAFFICKED AREAS MEASURED TO TOP OF SUBGRADE

GREEN AREAS MEASURES TO TOP OF GROUND

INSIDE WALL OF TRENCH OR BRACING

VARIES

RIGID PIPE

12"

INITIAL BACKFILL

1/2 O.D.

1/2 O.D. HAUNCHING

4" BEDDING

FOUNDATION WHERE SOIL CONDITIONS WARRANT

SPECIFIED TRENCH WIDTH

RIGID PIPE INSTALLATION DETAIL

STANDARD DRAWING NO.1

These items are included in the cost of storm sewer, as directed in Standard Drawing No. 1 (Sheet C-79)

(*) Paid for as "Trench Backfill"

TABLE 1						
INSIDE DIAMETER OF CONDUIT IN INCHES "D"	MAXIMUM TRENCH WIDTH IN FEET FOR PAYMENT	BEDDING CU. YD./FOOT WHERE ELIGIBLE FOR PAYMENT	HAUNCHING CU. YD./FOOT WHERE ELIGIBLE FOR PAYMENT	INITIAL BACKFILL CU. YD./FOOT WHERE ELIGIBLE FOR PAYMENT	FINAL BACKFILL CU. YD./FOOT PER FOOT OF DEPTH WHERE ELIGIBLE FOR PAYMENT (*)	PERMANENT PAVEMENT REMOVAL AND REPLACEMENT SQ. YD./FOOT
6	3.58	0.04	0.03	0.17	0.13	0.62
8	3.78	0.05	0.05	0.19	0.14	0.64
10	3.97	0.05	0.06	0.20	0.15	0.66
12	4.17	0.05	0.07	0.22	0.15	0.69
14	4.36	0.05	0.08	0.24	0.16	0.71
15	4.46	0.06	0.09	0.25	0.17	0.72
16	4.56	0.06	0.10	0.26	0.17	0.73
18	4.75	0.06	0.11	0.29	0.18	0.75
20	4.94	0.06	0.12	0.31	0.18	0.77
21	5.04	0.06	0.13	0.32	0.19	0.78
24	5.33	0.07	0.15	0.35	0.20	0.81
27	5.63	0.07	0.17	0.38	0.21	0.85
28	5.72	0.17	0.18	0.39	0.21	0.86
30	5.92	0.07	0.20	0.41	0.22	0.88
33	6.21	0.08	0.22	0.45	0.23	0.91
36	6.50	0.08	0.24	0.48	0.24	0.94
42	7.08	0.09	0.29	0.56	0.26	1.01
48	7.67	0.09	0.35	0.63	0.28	1.07
54	8.25	0.10	0.40	0.71	0.31	1.14
60	8.83	0.11	0.46	0.79	0.33	1.20
66	9.42	0.12	0.52	0.87	0.35	1.27
72	10.00	0.12	0.58	0.95	0.37	1.33
78	10.58	0.13	0.65	1.04	0.39	1.40
84	11.17	0.14	0.72	1.13	0.41	1.46
90	11.75	0.15	0.79	1.23	0.44	1.53
96	12.33	0.15	0.86	1.32	0.46	1.59
102	12.92	0.16	0.94	1.42	0.48	1.66
108	13.50	0.17	1.02	1.52	0.50	1.72
120	14.67	0.18	1.19	1.73	0.54	1.85

STANDARD DRAWING NO. 2

*** SPECIAL PROVISION ***

EARTH EXCAVATION - PARKWAY

Description: All earthwork operations associated with this project shall be conducted in accordance with Section 200 of the Standard Specifications, except the following provisions shall be complied with.

This item shall include the removal of all parkway material required for the installation of new topsoil and sod or off-street parking pavement.

The Contractor must exercise care to only remove the material required for the new construction. No compensation will be allowed for over-digging. If the Contractor removes materials in excess of that required, he will be responsible for bringing in material to achieve proper grade at his own expense.

Existing posts and signs necessary for proper traffic control (i.e., stop signs, one-way signs, no parking) shall be maintained for the entire duration of the project, and no additional compensation will be allowed for this work.

The calculation of excavated materials for payment shall be based on the theoretical depths and dimensions of the proposed improvements. Neat dimensions will be used and no compensation will be allowed for over-digging.

Basis of Payment: This work will be paid for at the Contract unit price per cubic yard for **EARTH EXCAVATION - PARKWAY**, which price shall include all excavation, grading, removal and disposal of all materials off-site, and all work specified herein and in accordance with the Standard Specifications. Removal of curb and gutter, concrete driveway pavement, and sidewalk shall be paid for under their respective items.

*** SPECIAL PROVISION ***

HOT-MIX ASPHALT SURFACE REMOVAL

Description: This work shall consist of the removal of existing hot-mix asphalt pavement surface at the locations shown on the Plans, or as directed by the Engineer, to a depth and width as detailed on the Plans. All work shall be done in accordance with Section 440 of the "Standard Specifications".

Prior to any grinding, the Engineer will take note of where the existing pavement may need to be patched. The grinding operation shall be done after any curb removal and replacement is performed. A full depth cut of the grinding machine of the approximate depth indicated on the Plans shall begin at the edge of pavement and progress towards the centerline. The Contractor will make as many passes as necessary to remove the asphalt thickness as required.

The Contractor shall be allowed to use only the cold milling method to remove the existing hot-mix asphalt surface as outlined in Article 440.04 of the Standard Specifications. Care shall be taken not to cause undue damage to the pavement intended to be left in place or any existing curb and gutter.

This work shall also include any saw cutting at the limits of the milling, the removal by hand methods of any materials that the milling machine is unable to otherwise remove, and the construction of temporary hot-mix asphalt ramps, as detailed on the Plans. Upon completion, all areas where the hot-mix asphalt surface was removed shall be cleaned to the satisfaction of the Engineer and primed prior to the placement of subsequent hot-mix asphalt surfacing materials. Milled pavements are required to be resurfaced within ten (10) calendar days.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **HOT-MIX ASPHALT SURFACE REMOVAL**, to the depth indicated on the Bidding Schedule, which price shall be payment in full for all work as specified herein. Prime materials will be paid for separately.

SPECIAL PROVISION

HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT

Description: This work shall consist of the removal of existing hot-mix asphalt concrete pavement surfaces for butt joints at the locations indicated on the Plans or directed by the Engineer, and in accordance with the details as shown on the Plans. All work shall otherwise be done in accordance with Section 406.08 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

Construction: The Contractor shall use the cold grinding method to remove the existing hot-mix asphalt surface. Care shall be taken not to cause undue damage to the pavement intended to be left in place and any existing curb and gutter. This work shall also include any saw cutting at the limits of the grinding and the removal by hand methods of any materials that the grinding machine is otherwise unable to remove.

Upon completion, all areas of grinding shall be cleaned or swept to remove all surplus materials to the satisfaction of the Engineer and primed prior to the placement of subsequent bituminous surfacing materials.

Basis of Payment: This work shall be paid for at the Contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT, which price shall be payment in full for all work as specified at the locations indicated on the Plans or directed by the Engineer.

*** SPECIAL PROVISION ***

COARSE AGGREGATE, GRADE CA-6

Description: This work shall consist of furnishing and placing coarse aggregate for incidental use as backfill under proposed walks and driveways adjacent to new curb and gutter, and as temporary ramps on existing driveways at various locations indicated on the Plans or other areas as directed by the Engineer.

Materials: The materials used shall be crushed limestone conforming with Section 1004 of the Standard Specifications and meeting the gradation requirements of CA-6.

Construction: All materials used shall be transported to the site and shall be placed, spread, finished, and compacted to the lines and grades established by the Engineer.

This item is intended to be used at any location where new curb and gutter require backfilling, in order to construct concrete sidewalks or driveways. All material shall be placed and compacted in accordance with the applicable portions of Article 311.05 of the Standard Specifications.

This item is also intended to be used as temporary ramps for driveways. Ramps will be installed as directed by the Engineer in order to provide access to private properties during various stages of construction.

The Contractor shall install this material the same day that the work is directed if it is for driveway access.

Basis of Payment: This work shall be paid for at the Contract unit price per ton for **COARSE AGGREGATE, GRADE CA-6**, which price will be payment in full for furnishing the materials, installing, and removal, if need be, as required herein. Payment will be based on actual load tickets as observed during installation by the Engineer.

*** SPECIAL PROVISION ***

DRIVEWAY PAVEMENT REMOVAL
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH

Description: This work shall consist of the satisfactory removal and replacement of various concrete driveways, which are directed to be removed by the Engineer or as indicated on the Plans. All driveways so scheduled for removal shall be saw cut as directed prior to removal. All materials so removed shall be properly disposed of. All work shall be done in accordance with Sections 423 and 440 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

Materials: All concrete to be used for driveway construction shall be Class "SI".

Construction: At any locations where curbs require backfilling in order to construct concrete driveways, backfilling shall be accomplished by using Coarse Aggregate, Grade CA-6, and will be paid for under the respective item in the Contract. All materials so placed shall be thoroughly compacted prior to pouring concrete.

Basis of Payment: This work will be paid for at the Contract unit prices per square yard for **DRIVEWAY PAVEMENT REMOVAL** and **PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH**, for all work as specified.

*** SPECIAL PROVISION ***

PAVEMENT REMOVAL
PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8 INCH

Description: This work shall consist of the satisfactory removal and replacement of various concrete driveways, which are directed to be removed by the Engineer or as indicated on the Plans. All driveways so scheduled for removal shall be saw cut as directed prior to removal. All materials so removed shall be properly disposed of. All work shall be done in accordance with Sections 423 and 440 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

Materials: All concrete to be used for driveway construction shall be Class "SI".

Construction: At any locations where curbs require backfilling in order to construct concrete driveways, backfilling shall be accomplished by using Coarse Aggregate, Grade CA-6, and will be paid for under the respective item in the Contract. All materials so placed shall be thoroughly compacted prior to pouring concrete.

Basis of Payment: This work will be paid for at the Contract unit prices per square yard for **PAVEMENT REMOVAL** and **PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8 INCH**, for all work as specified.

*** SPECIAL PROVISION ***

DETECTABLE WARNINGS (SPECIAL)

Description: This work shall consist of furnishing all labor, equipment and materials required to install a 2' x 4' detectable warning tile at sidewalk ramp locations, as shown on the Plans or as directed by the Engineer. All work shall be in accordance with applicable articles in Section 424 of the Standard Specifications.

Detectable Warning System: The proposed detectable warnings shall be "Armor-Tile Tactile Systems" cast-in-place tiles, manufactured by one of the following manufacturers:

1. Engineered Plastics, Inc.
300 International Drive, Suite 100
Williamsville, NY 14221
800-682-2525 (Toll Free)
630-684-7574 (Local)
2. Access Products, Inc.
241 Main Street, Suite 100
Buffalo, NY 14203
888-679-4022 (Toll Free)
3. ADA Solutions
P.O. Box 3
North Billerica, MA 01862
888-407-4492 (Toll Free)

The equipment and procedures used to install this product shall be in accordance with the manufacturer's specifications.

Method of Measurement: The detectable warning area will be measured in place, in feet, and computed in square feet. Measurement for Portland Cement Concrete Sidewalk will also be made and paid for separately under the PORTLAND CEMENT CONCRETE SIDEWALK, 5" pay item.

Basis of Payment: This work shall be paid for at the Contract unit price per square foot for **DETECTABLE WARNINGS (SPECIAL)**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH

Description: This work shall consist of the satisfactory replacement of various concrete sidewalks, which are directed to be removed by the Engineer or indicated on the Plans. All sidewalks so scheduled for removal shall be saw cut as directed prior to removal. All materials so removed shall be properly disposed of. All work shall be done in accordance with Sections 424 and 440 of "Standard Specifications for Road and Bridge Construction", except as modified herein.

Materials: All concrete to be used for sidewalk construction shall be Class "SI".

Construction: Whenever any sidewalks to be replaced under this Contract extend across a driveway, the subgrade of the sidewalk shall be excavated and graded, so that the thickness of the sidewalk as replaced shall be seven inches (7"). No additional compensation will be allowed for this work.

At all location where sidewalk is removed, barricades with lights shall be placed to protect all pedestrian traffic. This work will be paid for separately.

At any locations where curbs require backfilling in order to construct concrete sidewalks, backfilling shall be accomplished by using Coarse Aggregate, Grade CA-6, and will be paid for under the respective item in the Contract. All materials so placed shall be thoroughly compacted prior to pouring concrete.

Basis of Payment: This work will be paid for at the Contract unit prices per square foot for **PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH**, for all work as specified herein

*** SPECIAL PROVISION ***

SIDEWALK REMOVAL (SPECIAL)

Description: This work shall consist of the satisfactory removal of public concrete sidewalks, which are to be removed to construct handicap ramps indicated on the Plans. All work shall be done in accordance with Sections 202 and 440 of "Standard Specifications for Road and Bridge Construction", except as modified herein.

Construction: At the location of all intersecting streets and alleys, handicap ramps shall be installed, in accordance with applicable curb ramps for sidewalks standards. This will require the removal of existing sidewalk indicated on the Plans.

The removal of the existing sidewalks shall include limit saw cutting and any earth excavation required to meet the proposed sidewalk thickness and subgrade elevation to attain proper slopes for handicap ramps. It shall also include the trimming of the parkways down to the level of the new sidewalk ramp, approximately eighteen inches (18") wide on each side, and proper disposal of all surplus materials. The required saw cutting and excavation will not be paid for separately, but shall be included in the cost of SIDEWALK REMOVAL (SPECIAL).

Sidewalk replacement and handicap ramp construction will all be paid for under the items of PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH and DETECTABLE WARNINGS, as specified elsewhere in these provisions.

At any locations where curbs require backfilling or sidewalk requiring bedding shall be accomplished by using Coarse Aggregate, and will be paid for under the contract item for COARSE AGGREGATE.

Basis of Payment: This work will be paid for at the Contract unit prices per square foot for **SIDEWALK REMOVAL (SPECIAL)**, for all work as specified. No additional compensation will be allowed for the construction of handicap ramps or the excavation therefor.

*** SPECIAL PROVISION ***

COMBINATION CONCRETE CURB AND GUTTER REMOVAL

Description: This work shall consist of the removal and satisfactory disposal of existing combination curb and gutter in accordance with Section 440 of the Standard Specifications, except as modified herein.

Curb and gutter will be removed at locations as shown on the Plans, in the Specifications, or as directed by the Engineer. The Contractor will be required to exercise extreme care to prevent damage to the existing base during the removal process. Similarly, care must be exercised when removal of curb and gutter is adjacent to any drainage structures or other utility structures. Any structures damaged during removal shall be reconstructed at the Contractor's expense, to the satisfaction of the Engineer. All curb and gutter shall be saw cut full depth at the limits of removal, which shall be incidental. At utility repair locations, where the existing pavement is intended to be left in place, the Contractor will be responsible to remove the existing curb and gutter without damaging the existing pavement base or surface.

This item shall also include earth excavation when excavation is required for the installation of the two-inch (2") bedding under the proposed curb and gutter. No extra compensation will be allowed for this work.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER REMOVAL**, which shall be payment in full for all work as specified herein and in accordance with the Standard Specifications.

*** SPECIAL PROVISION ***

COMBINATION CONCRETE CURB AND GUTTER

Description: This work shall consist of constructing combination concrete curb and gutter of the type specified, in accordance with applicable portions of Section 606 of the Standard Specifications, except as modified herein.

Materials: All concrete materials shall conform to Section 606 and 1020 of the Standard Specifications and shall be Class "SI" concrete, except as modified herein.

The Contractor shall also provide premolded expansion joints to be installed in the curb forms at one-hundred fifty foot (150') intervals, and at all drainage structures or points of curvature in the curb line. The joints shall be equipped with two (2) smooth dowel bars, one inch (1") in diameter, complete with caps, greased, and in place for expansion purposes. In addition, the Contractor shall install two (2) No. 5 reinforcing bars in the curb and gutter at the location of each frame grate falling in the curb limits. Bars shall extend five feet (5') in each direction and will not go through expansion joints.

Construction: All finishing will be in accordance with applicable portions of the Standard Specifications or as required by the Engineer. During the placing and finishing operations, the Contractor shall install contraction joints in between all expansion joints or at approximately twenty-five foot (25') intervals. At the Contractor's option, joints may be sawed, but must be cut no later than twenty-four (24) hours after the pour. Backboard forms, gutter board forms, and face board forms will be required, with the face boards firmly held in place while the curb is being poured. Gutter boards will not be required at the utility patch location where the existing pavement is intended to be left in place.

The minimum gutter flag thickness on all types of curb and gutter poured on this Contract shall be nine and one-half inches (9-1/2").

All curb and gutter shall be constructed on a two-inch (2") minimum bed of granular material, compacted in place.

The Contractor shall install two (2) No. 6 epoxy-coated tie bars in the ends of existing curb and gutter to tie the new curb to the existing curb and gutter. The No. 6 tie bar shall be eighteen inches (18") in length, with nine inches (9") being installed into the existing concrete. The tie bars shall have a minimum pull-out capacity of 7,500 pounds. The furnishing and installing of tie bars shall be included in the cost of the Contract. No additional compensation will be allowed.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER**, of the type specified, which price shall be payment in full for all work as specified and in accordance with the applicable portions of the Standard Specifications, including the two-inch (2") granular bedding, and tie bars.

SPECIAL PROVISION

LONGITUDINAL CURB EXPANSION JOINT

Description: It is the intention of these Plans and Specifications to provide expansion materials at all locations where concrete sidewalks and driveways must be constructed adjacent to curb and gutter, concrete pavements, concrete walls, and other rigid type improvements.

Materials: The expansion materials to be used shall conform with Article 1051.03 of the "Standard Specifications" for "Bituminous Preformed Joint Filler". All expansion joints shall be the full thickness of the sidewalk or driveway pavement they abut and shall be three-quarter inch (3/4") in thickness.

Installation: Expansion materials shall be placed at all the locations as required by this provision whether shown on the Plans or not, and at all locations as may be required by the Engineer.

Basis of Payment: This work WILL NOT be paid for separately, but shall be merged in the unit price for the respective items of construction, and no additional compensation will be allowed.

*** SPECIAL PROVISION ***

PROTECTIVE COAT ON ALL CONCRETE SURFACES, SPECIAL

General: The Contractor shall apply two (2) coats of a concrete sealer-hardener to all P.C. concrete surfaces. The product to be used shall be a Ram Clear Sealer, Specco C-15, and shall be applied in accordance with the manufacturer's Specifications.

Basis of Payment: This work shall not be paid for separately, but shall be merged in the Contract unit price for the various items of P.C. concrete work.

*** SPECIAL PROVISION ***

CONCRETE CURB, TYPE B, SPECIAL

Description: This work shall consist of constructing concrete curb at locations as directed by the Engineer and of the dimensions as detailed on the Plans. This work shall be in accordance with applicable portions of Section 606 of the Standard Specifications.

Materials: The materials to be incorporated into this work shall be Class "SI" concrete and shall be in accordance with Sections 606 and 1020 of the Standard Specifications and shall be proportioned by the Engineer prior to construction.

Construction: All finishing will be in accordance with applicable portions of the Standard Specifications, or as required by the Engineer. During the placing and finishing operations, the Contractor shall construct dummy joints as directed by the Engineer.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **CONCRETE CURB, TYPE B, SPECIAL**, which price shall be payment in full for all work as specified and in accordance with the applicable portions of the Standard Specifications.

*** SPECIAL PROVISION ***

STORM SEWERS, TYPE 2 (PVC SDR 26), 8"

Description: This work shall consist of constructing storm sewers at the locations indicated on the Plans to connect proposed catch basins to the existing combined sewer system. All work shall be in accordance with Section 550 of the "Standard Specifications for Road and Bridge Construction".

Materials: The material to be used in this work shall be Polyvinyl Chloride (PVC). All Polyvinyl Chloride plastic pipe materials shall conform to all the requirements of ASTM D-2241. Joints shall be rubber gasket type, meeting the requirements of ASTM D-3139.

Whenever storm sewers connect directly from a combined sewer to proposed catch basins, a half trap shall be included in the discharge line from the catch basin. Half traps shall consist of a fabricated half trap fitting or two (2) 45° bends closely joined together. 90° bends will not be allowed. Half traps will be buried in the trench line and shall not be located inside the catch basin itself. (Half traps shall be included in the bid price for "CATCH BASINS, TYPE C".)

Installation: Sewers shall be constructed on a six-inch (6") bed of granular materials and covered up to a point twelve inches (12") above the top of the pipe. These materials will not be paid for separately, but shall be merged in the unit price bid for storm sewers.

Basis of Payment: This work will be paid for at the Contract unit price per foot for **STORM SEWERS, TYPE 2 (PVC SDR 26), 8"**, of the class listed in the "Bidding Schedule", which price shall be payment in full for all labor, materials, and equipment necessary to construct sewers at the required locations, in accordance with the Standard Specifications, including bedding, and cradle materials to a point twelve inches (12") above the top of the pipe.

*** SPECIAL PROVISION ***

CONNECTION TO EXISTING STRUCTURE

Description: This work shall include the furnishing of all labor and materials required to make an approved sewer connection to an existing manhole at locations as shown on the plans, or as directed by the Engineer.

The joint between the pipe and the existing manhole sidewalls shall be constructed so as to be completely watertight. The existing manhole sidewall shall be cored, and a flexible waterproof connector, conforming to ASTM C-923, shall be inserted into the wall of the existing structure. The gasket shall be a PSX Direct Drive Connector, as manufactured by Press Seal Gasket Corporation, or an approved equal. The flexible waterproof boot shall be equipped to receive a spigot-end pipe connection, which shall have a band-seal connection pipe from the rubber boot to tightly seal the connection to the new storm sewer pipe. The opening shall be properly sealed on the inside and the outside with hydraulic cement. Materials shall meet the approval of the engineer.

Basis of Payment: This work shall be paid for at the Contract unit price per each for **CONNECTION TO EXISTING STRUCTURE**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

CATCH BASINS, TYPE C
CATCH BASINS, TYPE A, 3' DIA.

Description: This work shall consist of constructing catch basins at the locations indicated on the Plans or directed by the Engineer, including any and all connections to each respective structure, various concrete adjusting rings, and a frame and lid or grate as specified. This work shall also consist of removing existing catch basins at locations where new structures are proposed to replace an existing one. All work shall otherwise be in accordance with Sections 602 and 605 of the "Standard Specifications for Road and Bridge Construction".

Materials: All structures furnished, constructed, and paid for under this item shall be made of precast reinforced concrete sections in accordance with the details shown on the Plans or required by the Standard Specifications. Each structure so constructed shall be furnished with a Type 1 cast iron frame with an open or closed lid. Catch basins shall be equipped with open lids. Frames and lids shall be manufactured by Neenah Foundry Company, Number R-1712B or equal. The total weight of the frame and open lid shall be not less than 385 pounds. All structures shall have resilient connectors.

Removal: At locations where new structures are to replace existing ones, the existing structure is to be removed and disposed of in accordance with Section 605 of the Standard Specifications. Removal of existing structures will not be paid for separately, but shall be considered incidental to this item.

Construction: All structures shall be built to the lines and grades as specified on the Contract Plans. After each unit is complete, the frame and lid shall be set to the grade specified with precast concrete adjusting rings. Half trap construction shall be completed as detailed on the Plans.

The Contractor shall bid this item to include a Type 1 frame and lid, as described above. If the Engineer directs another type of frame and lid to be installed, or if another frame and lid is specified on the Plans, an adjustment in price shall be made based on the unit prices submitted in the Bidding Schedule for the different frame and lid.

The joint between the pipe and the catch basin sidewalls shall be constructed so as to be completely watertight. Flexible waterproof boots, conforming to ASTM C-923 shall be cast in the catch basin at the time it is fabricated, and shall be equipped to receive a spigot-end pipe connection, which shall have a band-seal connecting piece from the rubber boot to tightly seal the connection to the new storm sewer pipes.

Then half traps are called for on the Plans, they shall be included in the discharge line coming out of the catch basin and shall consist of a fabricated half trap fitting or two (2) 45° bends closely joined together. 90° bends will not be allowed. Half traps shall be buried outside the catch basin in the trench line. Internal traps will not be allowed.

Basis of Payment: This work will be paid for at the Contract unit price for each for **CATCH BASINS, TYPE C** and **CATCH BASINS, TYPE A, 3' DIA.**, which price shall be payment in full for constructing each unit to the grades specified, including a Type 1 frame and open or closed lid as specified herein, and for removing existing structures where applicable.

*** SPECIAL PROVISION ***

FRAMES AND LIDS, TYPE 1, CLOSED LID
FRAMES AND LIDS, TYPE 1, OPEN LID

Description: This work shall consist of the furnishing and installing of new heavy-duty cast iron frames and lids at the locations indicated on the Plans, or directed by the Engineer. All frames and lids shall be new and delivered to the job site ready for installation.

Materials: All cast iron frames and lids furnished under this item shall be Neenah Foundry Company, No. R-1712B Series, or approved equal, which has a combined weight for both frame and closed lid of 415 pounds. All closed lids shall be Type "B" design, and open lids shall be Type "D" grates. The total weight of the frame and open lid shall be not less than 385 pounds.

All closed lids furnished under this item shall be customized with the word "COMBINED SEWER", and shall be confirmed with the Owner or the Engineer prior to ordering.

Basis of Payment: This work shall be paid for at the Contract unit price per each for **FRAMES AND LIDS, TYPE 1, CLOSED LID** and **FRAMES AND LIDS, TYPE 1, OPEN LID**, as listed in the bidding schedule, which price shall be payment in full for all work as specified, completely furnished and installed at the locations so directed.

*** SPECIAL PROVISION ***

VALVE BOX TO BE ADJUSTED

Description: At various locations where indicated on the Plans or encountered in the field, six inch (6") valve boxes that fall within the limits of the project and are required to be adjusted, shall be adjusted to the new grades of the finished pavement as required by this construction.

Basis of Payment: This work shall be paid for at the Contract unit price per each for **VALVE BOX TO BE ADJUSTED**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

VALVE BOX, 6"

Description: This work will consist of furnishing and installing a cast iron valve box at the locations directed by the Engineer, in accordance with City requirements.

The new valve box will be placed so that the top of the valve box is at the same elevation as the proposed street, driveway or sidewalk pavement.

Basis of Payment: This work will be paid for at the Contract unit price per each for **VALVE BOX, 6"**, which price will be payment in full for the work described herein.

*** SPECIAL PROVISION ***

FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

Description: This work shall consist of the stage adjustment of frames and lids or grates of existing drainage and utility structures within the pavement area where the existing bituminous surface is to be removed by milling. All work shall be in accordance with the requirements found elsewhere in these Special Provisions and with the applicable portions of Sections 406 and 603 of the Standard Specifications, at the locations shown on the Plans or as designated by the Engineer, and as herein specified. Classification of the adjustments shall be in accordance with Article 602.03 of the Standard Specifications.

Construction: Stage I shall consist of a minimum twelve-inch (12") removal of the pavement area around the structure prior to milling; lowering of the existing frame to the elevation of the milled pavement surface; and backfilling with crushed stone and a minimum six-inch (6") thick bituminous material approved by the Engineer.

In lieu of lowering the existing frames with closed lids, the Contractor may remove and store the frames and lids and cover the existing structure with a one-half inch ($\frac{1}{2}$ ") thick metal plate, which will remain the property of the Contractor upon its replacement with the existing frame and lid.

Stage II shall consist of removing the bituminous materials and crushed stone just prior to the placement of the final surface course; adjusting the frame to its final surface elevation, and the replacement of the removed bituminous material and crushed stone with P.C. Concrete materials meeting the requirements of Section 353 of the Standard Specifications, using Class "PV" concrete.

Common brick shall not be used to vertically adjust the frame. Precast adjusting rings shall be used, and no more than eight inches (8") of vertical adjustment shall be done with adjusting rings. If more than eight inches (8") of rings is on or will be on the structure, a cone section shall be installed and the structure will be considered a "reconstruction" and paid accordingly. Gray or ductile adjusting rings for frames are not acceptable.

Cleaning: All catch basins, manholes and valve vaults whose frame and lids are adjusted as part of this item shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulations of the time of final inspection.

Basis of Payment: This work will be paid for at the Contract unit price per each for **FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)**, which price shall be payment in full for adjusting the structure as herein required, including cleaning. If reconstruction becomes necessary because of field conditions, the reconstruction will be paid for separately.

*** SPECIAL PROVISION ***

COMBINED SEWER REPLACEMENT AND LINING

Description: The City of Berwyn is currently televising the existing combined sewer system that is located within the project improvement area. Upon review of the sewer televising, the City may determine that portions of the combined sewer will require replacement of lining. Any replacement or lining of the combined sewer will be paid for on a force account basis, as directed by the Engineer.

Method of Payment: This work shall be paid for only as directed by the Engineer and as specified in Article 109.04 of the Standard Specifications.

For bidding purposes, this item shall be estimated at a fixed cost of \$50,000.00.

*** SPECIAL PROVISION ***

RECESSED REFLECTIVE PAVEMENT MARKER

Description: This work shall consist of creating recessed grooves in the pavement and setting reflective pavement markers in the recessed grooves. The recessed pavement markers shall be used to supplement other pavement markings, similar to the use of Raised Reflective Pavement Markers.

Materials: The reflective pavement marker specifications shall meet applicable Articles of Section 1096. The epoxy used shall be as recommended by the pavement marker manufacturer.

Installation: Spacing and orientation of the pavement markers shall be as detailed in the plans or as directed by the Engineer.

A recessed groove shall be cut in the pavement 5" wide, 24" long at a depth of 3/4". An additional 30" length shall taper from 0" (normal pavement) to 3/4" depth (full-recessed) at the approach end only for one-way reflectors, and at both ends for two-way reflectors.

The recessed area shall be cleaned free of all loose material, and dry before the placement of the pavement marker. All excess material resulting from the construction of the recessed area shall be completely removed from the surface of the roadway by means of vacuum sweeper truck. The pavement marker shall be cemented with epoxy in the center of the 3/4" deep recessed groove.

Inspection: A straight edge shall be placed across the recess to check that the top of the marker is below the pavement, inspection and acceptance shall be according to Article 781.04 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price each for **RECESSED REFLECTIVE PAVEMENT MARKER**, which price shall be payment in full for all labor, equipment, and materials necessary to complete the work as specified.

*** SPECIAL PROVISION ***

CONCRETE FILL

Description: This item shall include the placement of Portland Cement concrete to fill voids between an existing concrete or bituminous base pavement and new curb and gutter where a void has been created due to the replacement of curb, at locations as directed by the Engineer.

Materials: All concrete materials to be used for this construction shall conform to Class "PV" in accordance with the Standard Specifications.

Construction: Once the new concrete curb and gutter has cured, all loose material shall be removed between the existing base and the new curb and gutter. Concrete shall then be placed in accordance with Article 420.07 of the Standard Specifications and shall reach design strength prior to opening to traffic. The final surface shall be as directed by the Engineer.

Basis of Payment: This work will be paid for that the Contract unit price per foot for **CONCRETE FILL**, which price shall be payment in full for all work as specified herein and where directed by the Engineer.

*** SPECIAL PROVISION ***

TOPSOIL FURNISH AND PLACE, 4"

Description: This work shall consist of the installation of topsoil at the locations indicated on the Plans, or as directed by the Engineer in accordance with the Standard Specifications, except as modified herein. It is the intention of these Specifications to restore all areas disturbed during the course of construction with topsoil and sod as required.

Materials: All topsoil to be used for restoration of this improvement shall be obtained from outside the limits of the right-of-way, transported to the job site, and placed at the required locations to the depth of four inches (4"), or as designated by the Engineer. The topsoil furnished shall be pulverized and shall be free of clay and lumps for ease of placement and proper finished appearance. Materials furnished shall meet with the requirements of Article 1081.05 of the Standard Specifications.

Installation: Prior to furnishing new topsoil for restoration, the Contractor shall excavate for the placement of topsoil over the required area to a depth as directed by the Engineer. Excavation for the placement of topsoil, where necessary, shall be included in the Contract unit price for "EARTH EXCAVATION - PARKWAY" as applicable. If the Contractor elects to excavate in excess of the area so directed, or cuts deeper than the amount provided, the excess amount of topsoil required to properly fill the area will not be measured for payment, and the additional expense shall be borne entirely by the Contractor.

The topsoil shall be placed in a neat and workmanlike manner to a finished grade, which blends neatly with established areas and meets the grade of the proposed improvement. The finished surface shall be leveled with all depressions filled and shall be placed to a density in accordance with standard practice for proper landscaping technique. The Contractor shall insure that the final and resultant product of the grading and restoration procedure shall have a neat and professional looking appearance that is acceptable to the Owner and the Engineer. If, for any reason, the grading does not meet with their approval, it shall be cause for rejection of work, and the Contractor will be required to correct the appearance of the project to an acceptable nature prior to placement of sod.

The Contractor shall retain the services of a professional landscaping Contractor to insure proper compliance with these Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **TOPSOIL FURNISH AND PLACE, 4"**, which price shall include the furnishing, transporting, placing, and grading of topsoil materials over the areas so directed. Sodding to be completed in conjunction with restoration and topsoil, will be paid for under separate items of the Contract.

*** SPECIAL PROVISION ***

SODDING, SPECIAL

Description: This work shall consist of preparing the ground surface, cutting existing sod, and furnishing, transporting, and placing new sod and other materials as required herein at the locations indicated on the Plans or as directed by the Engineer all in accordance with Section 252 of the Standard Specifications, except as modified herein.

Installation: Prior to the installation of the sod, the soil surface shall be worked and brought to a smooth and level grade. If topsoil is furnished and installed as required under other items of the Contract, the Specifications for its placement shall govern. Other areas shall be worked to a depth of not less than three inches (3") with a disc or tiller or other suitable equipment to bring the ground surface to an acceptable condition for sodding.

During the ground preparation operation, the Contractor will be required to use a sod cutter along all edges of the areas to be restored to create a neat edge for the new sod to butt up against the existing. Any areas to be sodded that are less than eighteen inches (18") wide shall be prepared eighteen inches (18") wide so that a full roll of sod can be installed without being cut. Other areas shall be cut on an even line, so uniform rows of sod can be placed over the entire area. The removal and disposal of all sod cut as required herein shall be considered incidental to the sodding item.

Before the sod is placed, a commercial grade of fertilizer consisting of Nitrogen (N), Phosphorus (P_2O_5), and Potassium (K_2O) shall be applied to all areas to be sodded at the rate of 160 pounds of fertilizer nutrients per acre, having the respective percentages of 10-6-4. Sod shall receive watering as per Standard Specifications as part of this item.

The Contractor shall be fully responsible for maintaining the sodded areas during the course of the project and until the entire project has been accepted by the City for final payment. Any dead sod of unacceptable sod, as determined by the Engineer, will be replaced at the Contractor's expense. To this effect, the Contractor may choose to delay the parkway restoration work until such a time that the weather may be more favorable to sustain sod growth. If the Contractor chooses to delay the restoration work, as disturbed parkway areas are to be backfilled and leveled to grade. No additional compensation will be paid for any extra work that might result from delaying the restoration work.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **SODDING, SPECIAL**, which price shall be payment in full for preparing the ground prior to sodding; furnishing, transporting, and placing the sod over the required areas, and fertilizing the areas to be sodded in accordance with the Specifications as outlined herein, all to the complete satisfaction of the Engineer. Since all sodding is guaranteed, it is the Contractor's responsibility to provide supplemental watering as needed with the concurrence of the Engineer. This work will be paid for separately.

*** SPECIAL PROVISION ***

TRAFFIC CONTROL AND PROTECTION

General: The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Sections 701, 1084 and 1106 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

Wherever work is done under this project, barricades **with Type A low intensity flashing lights** shall be placed to protect vehicular and pedestrian traffic. Barricade lights shall be in accordance with Section 1106 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the Contract unit price per lump sum for **TRAFFIC CONTROL AND PROTECTION**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

UNCONTAMINATED SOIL CERTIFICATION

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCD or Uncontaminated Soil Fill Operation, Form LPC-663, will be prepared and provided to the Contractor at the time of the Preconstruction Meeting. All costs for the preparation of this form to certify that the soil is uncontaminated soil and is within acceptable pH ranges will be paid for by the City of Berwyn.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 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 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which over the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department

Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in groundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT PROVISION

Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000.00, for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

EQUAL EMPLOYMENT OPPORTUNITY DOCUMENTS

- 1) Certification of Bidder Regarding
Equal Employment Opportunity
- 2) Equal Employment Opportunity
Notice Clauses and Specifications

S A M P L E

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the **City of Berwyn**, hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1-4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE, Cont'd.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Continued)

Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS FOR NONSEGREGATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM:

Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.C Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this _____ day of _____, 2015 by:

Firm Name: _____

By: _____

Title: _____

**TO BE EXECUTED
IN PROPOSAL SECTION**

NOTE: CONTRACTOR MUST COMPLETE THIS FORM!!

EQUAL EMPLOYMENT OPPORTUNITY

41 CFR CHAPTER 60

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice Of Requirement for Affirmative
Action To Ensure Equal Employment
Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

TRADE	TIMETABLE	GOALS FOR MINORITY	GOALS FOR FEMALE
		PARTICIPATION FOR EACH TRADE	PARTICIPATION EACH TRADE
Asbestos Workers	Until Further Notice	8.6 to 10.3	4/1/79-3/31/80 5.0
Bricklayers	" " "	16.3 to 18.2	" " "
Carpenters	" " "	11.0 to 12.8	" " "
Electricians	" " "	10.9 to 12.2	" " "
Elevator Installers	" " "	9.6 to 11.5	" " "
Glaziers	" " "	10.2 to 12.2	" " "
Ironworkers	" " "	14.0 to 16.0	" " "
Metal Lathers	" " "	10.0 to 12.0	" " "
Painters	" " "	10.3 to 12.1	" " "
Plumbers	" " "	9.4 to 10.9	" " "
Pipefitters	" " "	9.4 to 10.9	" " "
Plasterers	" " "	24.4 to 25.8	" " "
Roofers	" " "	18.0 to 20.0	" " "
Sheetmetal Workers	" " "	9.5 to 11.3	" " "
Sprinkler Fitters	" " "	8.3 to 9.9	" " "
Operating Engineers	" " "	15.7 + above	" " "

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is State of Illinois, County of Cook.

EQUAL OPPORTUNITY CLAUSES

41 CFR

60-1.4(a)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the even the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency; the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work or modifications thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction Contractors, as applicable, shall include the Specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order.

**STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these Specifications:
 - a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the employer's Quarterly Federal Tax Return, U.S. treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of the Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from it sanctions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each locations where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including a circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the

program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SECTION 3

1) Section 3 Clause

Section 3 Clause
24 CFR, Part 135.20 and HUD Grant Agreement

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 Clause):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 315. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

NOTE: Contractors are required to submit a Section 3 Affirmative Action Plan within fifteen (15) days of award of contract. The Plan is to describe the Contractor's affirmative efforts to train and employ lower income residents of the project area and to subcontract work with small businesses in the project area.

CITY OF BERWYN
COOK COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

Outline for Contractor's Section 3 Affirmative Action Plan*

This outline is provided to assist contractors who are awarded Community Development assisted contracts in preparing a Section 3 Affirmative Action Plan (AAP). In the AAP, the contractor is to describe his or her efforts to train and employ lower income residents of the project area and to utilize small businesses located in the project area as subcontractors. First consideration should be given to persons living in or businesses located in or closest to the programmed activity with second consideration to the municipality as a whole.

Initially, the contractor should list name and address, amount of the Community Development contract, kind of contract, and location of the project.

The next step concerns the training and employment of lower income residents. In this regard, the contractor should include the following:

1. A completed "Preliminary Statement Work Force Needs" (see attached). The contractor should show all positions occupied or vacant and, if positions exist, set a goal for Section 3 hiring.
2. If no vacant positions are indicated, provide an explanation of why this is the case, (e.g. the contractor will be using a work force from another job recently completed). Any contractor who fills positions immediately prior to undertaking Community Development assisted work is to provide evidence why its actions are not an attempt to circumvent the HUD requirements.
3. If hiring is anticipated, the contractor should give names and addresses of employment agencies, minority organizations (if applicable to the area), union halls, or other organizations which will be used to recruit employees**. Advertising on the job site is also an effective method of affirmative action.

With regards to utilization of local, small businesses, the contractor's AAP should include the following"

1. A signed Certification Form (see attached) if no work will be subcontracted.
2. If work is to be subcontracted, the contractor should list the kind and dollar amount.
3. When subcontracting, the contractor should describe the efforts which will be used to locate Section 3 businesses. This should include contact with local business organizations such as the Chamber of Commerce. Also, the municipality may be able to assist based on its knowledge of local businesses.
4. Give the name of any local news media in which the work will be advertised to attract Section 3 businesses.

Cook County Community Development
Block Grant Program, Cont'd.

Finally, the contractor should indicate in the AAP that lower income residents and owners of small businesses will be informed in the event of a grievance or complaint against the contractor, that they can file their grievance with:

HUD Area Office
FH & EO Division
547 West Jackson
Chicago, IL 60606

NOTE: The AAP must be filed with the municipality within fifteen (15) days of award of the contract.

- * This outline is a concise version of HUD's Chicago Area Office Section 3 outline with some additions.
- ** A municipality which has a Personnel Office and/or a Comprehensive Employment Training Act (CETA) program may be able to assist the contractor in meeting Section 3 hiring goals.

DATE: _____

OWNER: City of Berwyn

CDBG #: HUD Activity Nos. 557, 558, 575, & 576

DESCRIPTION/

LOCATION OF PROJECT: 13TH STREET CDBG – PAVEMENT & SEWER REPLACEMENT

AFFIRMATIVE ACTION STATEMENT

It is the employment policy of _____
(Company Name)
to recruit and hire employees without regard to their race, veteran status, handicap, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, layoffs or terminations, recruitment or recruitment advertising, wage rates, selection for training including apprenticeship. It is further the intent of _____
(Company Name)
to examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

This Company submits this policy to assure compliance with Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor. It is our aim to provide leadership within the community to achieve full employment and utilization of the capabilities and productivity of all individuals without regard to race, veteran status, handicap, color, religion, sex or national origin.

_____ reaffirms its continued commitment to a program of
(Company Name)
equal employment on the basis of individual merit and to encourage all persons to seek employment with the Company and to strive for advancement on this basis.

(President & EEO Officer)

SECTION 3 FINAL REPORT

Section 3 Residents Hired

Name: _____ Job Title: _____

Address: _____ Rate of Pay: _____

Name: _____ Job Title: _____

Address: _____ Rate of Pay: _____

Name: _____ Job Title: _____

Address: _____ Rate of Pay: _____

Name: _____ Job Title: _____

Address: _____ Rate of Pay: _____

Name: _____ Job Title: _____

Address: _____ Rate of Pay: _____

Section 3 Businesses Utilized

Name: _____ Type of Subcontract: _____

Address: _____ Amount: _____

Name: _____ Type of Subcontract: _____

Address: _____ Amount: _____

Name: _____ Type of Subcontract: _____

Address: _____ Amount: _____

USE ADDITIONAL SHEETS IF NECESSARY

Project No. Name: _____

Contractor's Name: _____

Report Completed By: _____

Title: _____

Date: _____

(FinalReport.doc)

**PRELIMINARY STATEMENT
WORK FORCE NEEDS**

Municipality or Contractor's Name _____

Address and City _____

Date: _____

EMPLOYMENT CLASSIFICATION	OCCUPIED PERMANENT POSITIONS				VACANT POSITIONS			*Minority Black Spanish-American American Indian Orientals **Show Section 3 lower income residents only under the Grand Total vacant positions started line. ***To be used by municipalities and service Contractors, such as Engineering, Consulting firms and other similar firms.	
	TOTAL		MINORITY*		TOTAL		MINORITY		
	Male	Female	Male	Female	M	F	M		F
CONSTRUCTION:									
Foreman									
Journeyman									
Apprentices									
Laborers									
GRAND TOTAL									
NON-CONSTRUCTION***:									
Administrators									
Professionals									
Technicians									
Clerks									
Laborers									
GRAND TOTAL									

Submitted By _____
(Official responsible for filling out this form)

Phone _____

OTHER PROVISIONS

- 1) Clean Air Act of 1970 and the Federal Water Pollution Control Act Provisions
- 2) Architectural Barriers Act of 1968 Provision

**Clean Air Act of 1970 and the Federal
Water Pollution Control Act Provisions**

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

Architectural Barriers Act of 1968 Provision

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151) requirement that the design of any facility constructed comply with the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped," Number A-117.1 - 1961, as modified.

Davis-Bacon Forms For Contractors and Subcontractors

With Contracts Over \$2,000

- (1) Contractor and Subcontractor (three) Certifications. Due before the start of construction.
- (2) Weekly Payroll Forms and Instructions. Due within seven (7) days from the close of each pay week.
- (3) Record of Employee Interview Forms. To be completed by the municipality or its designated representative during the course of construction.

ALL DAVIS-BACON FORMS ARE TO BE SENT TO THE MUNICIPALITY OR ITS DESIGNATED REPRESENTATIVE, I.E. ENGINEER, ARCHITECT.

DAVIS-BACON

COOK COUNTY GOVERNMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To:	Date:
	CDBG Project Number:
Project Name:	

1. The undersigned, having executed a contract with _____
 (Municipality)
 for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards Provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He/She certifies that:

- (a) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

3. He/She agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

(a) The workmen will report for duty on or about _____
 (Date)

4. He certifies that:

(a) the legal name and the business address of the undersigned is:

Name:	
Business Address:	

(b) The undersigned is:

- (1) A SINGLE PROPRIETORSHIP
- (2) A PARTNERSHIP
- (3) A CORPORATION ORGANIZED IN THE STATE OF _____
- (4) OTHER ORGANIZATION (Describe) _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:

NAME	TITLE	ADDRESS

(e) The name, address, and trade classification of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*:

NAME	TITLE	ADDRESS

(Contractor)

By: _____
(Signature)

(Type Name and Title)

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

COOK COUNTY GOVERNMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 SUBCONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

Date: _____

CDBG PROJECT NUMBER _____ PROJECT NAME _____

1. The undersigned, having executed a contract with _____
 _____ for _____
 _____, in the amount of \$ _____
(Contractor of Sub-Contractor)
(Nature of Work)

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract;
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor in duplicate.

(a) The workmen will report for duty on or about _____
(Date)

3. He certifies that:

(a) the legal name and the business address of the undersigned is:

(b) The undersigned is:

(1) A Single Proprietorship	(2) A corporation organized in the State of:
(3) A Partnership	(4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	ADDRESS

(e) The name, address, and trade classification of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	ADDRESS

(Subcontractor)

By: _____
(Signature)

(Type Name and Title)

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

MAKE CERTAIN ALL PAYROLLS CONTAIN THE FOLLOWING:

1. Manual signature on back of payroll.
2. Statement of Compliance completed on back of payroll.
3. Appropriate block is checked regarding payment of fringe benefits.
4. Show a breakdown on trades in remarks on back of payroll, base rate and fringe benefits.
5. Payrolls are numbered. First payroll is No. 1 and continue. Mark last payroll "FINAL" and numbered.
6. Days and dates appear under Item 4.
7. Subcontractor's name and address on top of line.
8. Project number (upper right hand corner), name and location.
9. Workman's address and social security number appears on the first payroll on which the name appears.
10. Fill in Classification in No. 3 and include Class, Type, Size, etc. of power equipment operated.
11. Note in column 3 if workman is an apprentice, and furnish proof to HUD - FHA.
12. Make sure net wages, gross wages and deductions are shown.

NOTE: INCOMPLETE PAYROLLS ARE UNACCEPTABLE!

U.S. DEPARTMENT OF LABOR
Wage and Hour Division
INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontractors to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provide for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follows:

Contractor or Subcontractors: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1—Name, Address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

Column 2—Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3—Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked in maintained and shown on submitted payroll by use of separate line entries.

Column 4—Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5—Total: Self-explanatory.

Column 6—Rate of Pay, Including Fringe Benefits: In straight time box list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/40. This is of assistance in computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying no less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS—Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(e) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(f) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7—Gross Amount Earned: Enter gross amount earned on this project, if part of the employee's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00 / \$120.00.

Column 8—Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance deductions under "Other" column; shown actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, shown actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9—Net Wages Paid for Week: Self-explanatory.

Totals: Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment of 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filing out paragraph 4 of the statement.

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS

PAYROLL

If for Contractor's Optional User \$40 Instruction, Form WHI 347 Incl.

U.S. GOVERNMENT
GSA FPMR (41 CFR) 101-11.6

NAME OF CONTRACTOR	ON SUBCONTRACTOR	PAYABLE TO	NAME, ADDRESS, AND PHONE NUMBER OF EMPLOYER	MAY 10 1980	HOURS WORKED EACH DAY							TOTAL HOURS	DATE OF PAY	GROSS AMOUNT PAID	FICA	UNEMPLOYMENT TAX	DEDUCTIONS	TOTAL DEDUCTIONS	NET AMOUNT PAID FOR WEEK
					MON	TUE	WED	THUR	FRI	SAT	SUN								
LEO SMITH 125 EAST W. STREET CHICAGO, ILLINOIS		BRICKLAYER		8	8						16	15.61	244.70	9.50	80.00	9.72	6.00	54.68	195.08
	ROBERT BREWSTER 123-21-1234 100 WEST 10TH AVENUE DAKE PARK, ILLINOIS		ELECTRICIAN	1	1/2						5 1/2	25.58	233.00	40.50	91.10	21.10	6.00	158.70	613.99
		RAY BEAN 476-42-8001 3000 WEST STREET MORRIS, ILLINOIS		PLUMBER	2	2					4	14.30	652.00	37.25	82.10	20.05		139.70	512.30
	JACK JACOBSON 555-33-3333 4100 BIRN STREET -CREATON, ILLINOIS		APPRENTICE CARPENTER	2	2						4	11.55	442.00	22.50	62.10	11.95		96.55	345.45
		GEORGE WILLIAMS 900-01-0101 115 WEST MAIN STREET DAKE, ILLINOIS		CARPENTER	2	2					4	23.85	874.50	9.90	93.20	20.10	5.50	128.70	745.80
DAVE DAVID 801-20-9991 1000 20TH ST. DAKE LAUREL, ILLINOIS		CARPENTER	8	8						16	18.11	724.46	10.10	90.90	20.10		121.70	603.20	
	PAUL NEVIER 555-65-3365 1000 WEST NUBURN CHICAGO, ILLINOIS		ELECTRICIAN	1	1					2	29.89	786.40	100.90	10.02			110.92	675.48	

SAMPLE

Check in (2) cc OK

Check in (2) cc OK
FIELD PAID TO CASH

benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID-IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (GROSS)	EXPLANATION																														
SAMPLE																															
<table border="1"> <thead> <tr> <th>NAME</th> <th>WAGE</th> <th>H+10</th> <th>FRINGE</th> <th>APPROVED</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>BRICKLAYER</td> <td>15.61</td> <td>1.10</td> <td>1.10</td> <td>1.07</td> <td>17.88</td> </tr> <tr> <td>ELECTRICIAN</td> <td>17.05</td> <td>1.05</td> <td>1.05</td> <td>1.10</td> <td>19.25</td> </tr> <tr> <td>PLUMBER</td> <td>16.30</td> <td>1.20</td> <td>1.20</td> <td>1.15</td> <td>18.85</td> </tr> <tr> <td>CARPENTER</td> <td>15.40</td> <td>1.05</td> <td>1.15</td> <td>1.10</td> <td>17.70</td> </tr> </tbody> </table>	NAME	WAGE	H+10	FRINGE	APPROVED	TOTAL	BRICKLAYER	15.61	1.10	1.10	1.07	17.88	ELECTRICIAN	17.05	1.05	1.05	1.10	19.25	PLUMBER	16.30	1.20	1.20	1.15	18.85	CARPENTER	15.40	1.05	1.15	1.10	17.70	
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NAME AND TITLE: J.M. McMurtry, President
 SIGNATURE: *[Signature]*
 THE SIGNATURE OF ANY OF THE ABOVE REPRESENTS THE CONTRACTOR OR SUBCONTRACTOR OF THE FEDERAL GOVERNMENT.

J.M. McMurtry (Name of laborer payor) President (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by McMurtry
BEEMERS COMPANY at the 900 EAST APOKIMENSES
 (Address of subcontractor)

(list during the payroll period commencing on the 11th
 day of MAY, 1980, and ending on the 17th day of MAY, 1980,
 all persons employed on said project who have been paid the full weekly wages earned, that no tributes
 have been or will be made either directly or indirectly to or on behalf of said

McMurtry Beemers Company (Contractor or subcontractor) from the full
 weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as defined
 in Regulations, Part 3 (29 CFR 800.15), issued by the Secretary of Labor under the Depledge
 Act, as amended (16 Stat 848, 85 Stat 108, 72 Stat 807, 76 Stat 857, 40 U.S.C. 270c), and de-
 cribed below:

(2) That any payrolls otherwise under this contract required to be submitted for the above
 period are correct and complete, that the wage rates for laborers or mechanics contained therein
 are not less than the applicable wage rates contained in any wage determination incorporated into
 the contract that the classifications set forth therein for each laborer or mechanic conform with the
 work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
 States Department of Labor.

(4) That
 (A) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS,
 OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic
 listed in the above referenced payroll, payments of fringe benefits are listed:

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the Contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The Contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The Contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The Contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractor's who pay all required fringe benefits:

A Contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a Contractor shall check Paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractor's who pay no fringe benefits:

A Contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the Contractor shall check Paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions:

Any Contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requirements is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the Contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1007 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date _____
 I, _____ (Name of Signatory Party) _____ (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
 (Contractor or Subcontractor); that during the payroll period commencing on the _____
 (Building or Work) _____; that during the payroll period commencing on the _____
 day of _____, and ending the _____ day of _____
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on behalf of said _____
 (Contractor or Subcontractor) _____ from the full _____

weekly wages earned by any person and that no deductions have been made either directly or indirectly
 from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
 3, (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
 63 Stat. 108, 72 Stat. 987, 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
 correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
 set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
 program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
 Training, United States Department of Labor; or if no such recognized agency exists in a State, are registered
 with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
 the above referenced payroll, payments of fringe benefits as listed in the contract
 have been or will be made to appropriate programs for the benefit of such employees,
 except as noted in section 4(c) below.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp.09/30/2017)

The public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. Sensitive Information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
------------------------------------	-----------

Previous editions are obsolete

Form HUD-11 (08/2004)

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

**Equal Employment Opportunity Forms for Contractors And
Subcontractors with Contracts Over \$10,000**

- (1) Notification of Subcontracts Awarded. Due within ten (10) days of award of Subcontract.
- (2) Contractor's List of Federal and Non-Federal Work Bid Condition Areas.

THE NOTIFICATION OF SUBCONTRACTS AWARDED AND THE CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK, ARE TO BE SENT TO: U.S. DEPARTMENT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS.

TO ASSURE COMPLIANCE, COPIES OF THESE REPORTS ARE TO BE PROVIDED TO THE MUNICIPALITY OR ITS DESIGNATED REPRESENTATIVE I.E. ENGINEER, ARCHITECT.

SUGGESTED FORMAT

Contractor's Notification of Subcontracts Awarded

Bid Condition Area: _____ Contractor's Name: _____
 Month of: _____ Contractor's Number _____

	Subcontractor's Name; Address; Identification No.	Contract/Project No.	Dollar Amount	Estimated		Crafts to be Used
				Starting Date	Completion Date	
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						

CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREAS

BID CONDITION AREA: _____ CONTRACTOR'S NAME & NUMBER: _____

I. Federally-Assisted Contracts

Responsible Federal Agency	Project Name & Location *	Contract/ Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)					
(2)					
(3)					
(4)					
(5)					

II. Non-Federal Contracts

Project Name & Location *	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)				
(2)				
(3)				
(4)				
(5)				

* LOCATIONS MUST INCLUDE CITY AND STREET ADDRESS

Contractor_List

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2008)

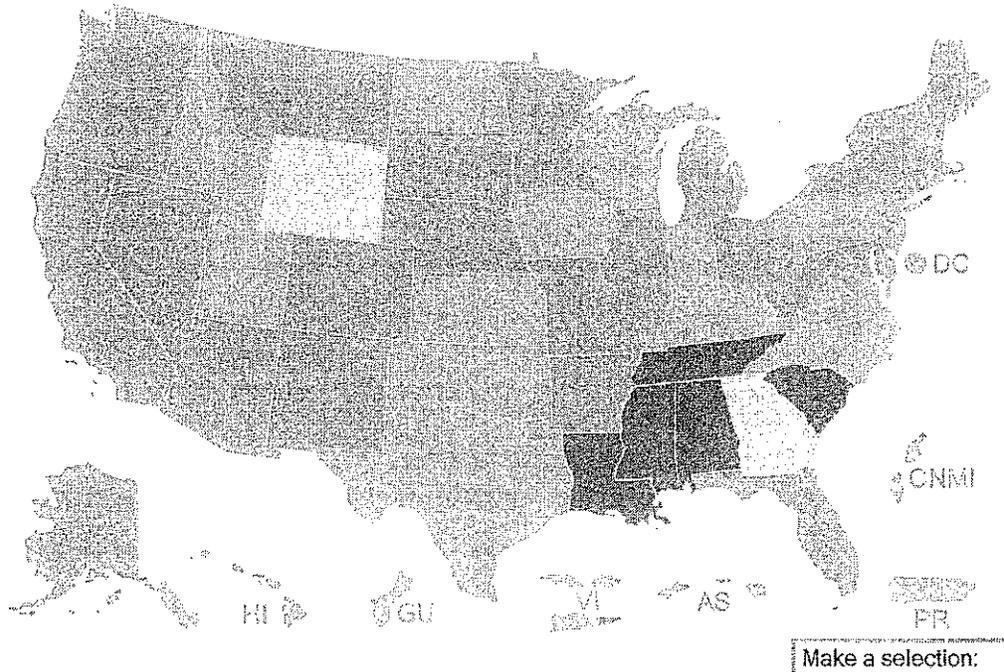
Wage and Hour Division (WHD)

Minimum Wage Laws in the States - January 1, 2015

Historical Table

Click on any state or jurisdiction to find out about applicable minimum wage laws.

Note: Where federal and state law have different minimum wage rates, the higher standard



 States with minimum wage rates higher than the federal

 States with minimum wage rates the same as the federal

 American Samoa and the Commonwealth of the Northern Mariana Islands have special minimum wage rates.

 States with no minimum wage law (federal minimum wage rate applies)

 States with minimum wage rates lower than the federal (federal minimum wage rate applies)

Minimum Wage and Overtime Premium Pay Standards Applicable to
Nonsupervisory NONFARM *Private Sector* Employment
Under State and Federal Laws
January 1, 2015¹

Illinois Minimum Wage Rates

ILLINOIS	Basic Minimum Rate (per hour)	Premium Pay After Designated Hours ²	
		Daily	Weekly
<i>(Applicable to employers of 4 or more employees, excluding family members)</i>	\$8.25		40

[Back to Top](#)

EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

OVERTIME PAY At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than

- 3 hours on a school day or 18 hours in a school week;
- 8 hours on a non-school day or 40 hours in a non-school week.

Also, work may not begin before 7 a.m. or end after 7 p.m., except from June 1 through Labor Day, when evening hours are extended to 9 p.m. Different rules apply in agricultural employment.

TIP CREDIT Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

REMEMBER . . .

The official Notice to Employees must be posted where employees can readily see it.

Records must be kept.

If you have any questions concerning the Federal Minimum Wage Law, contact the nearest office of the UNITED STATE DEPARTMENT OF LABOR, Wage and Hour Division.

U.S. Department of Labor
Employment Standards Administrator
Washington, D.C. 20210

Official Business
Penalty for private use, \$300



Postage and Fees Paid
U.S. Department of Labor
Lab-441

Job Safety and Health It's the law!

OSHA
Occupational Safety
and Health Administration
U.S. Department of Labor

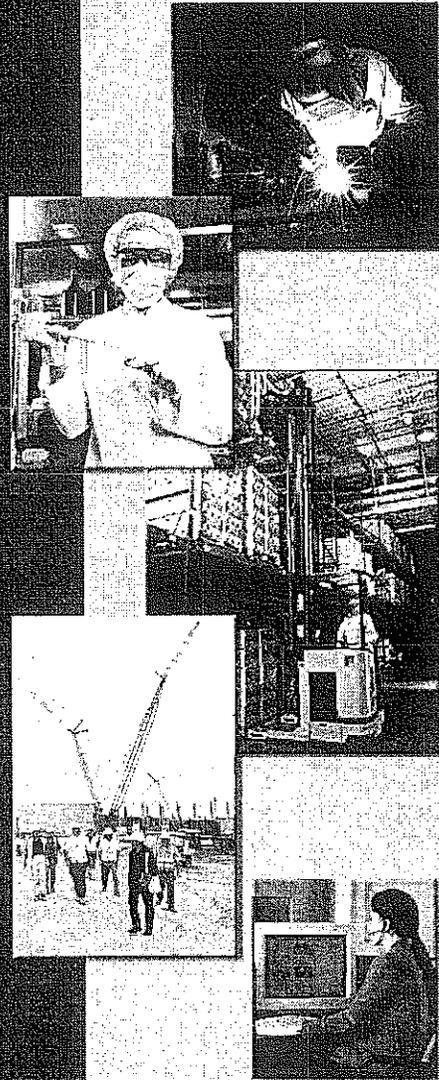
EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

This free poster available from OSHA –
The Best Resource for Safety and Health



Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA
www.osha.gov

OSHA 3185-12-06R

General Decision Number: IL150009 02/20/2015 IL9

Superseded General Decision Number: IL20140009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	01/30/2015
3	02/06/2015
4	02/20/2015

ASBE0017-001 06/01/2014

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 48.45	24.35
Fire Stop Technician.....	\$ 38.76	23.15
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 36.34	23.15

BOIL0001-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 42.13	25.45

BRIL0021-001 06/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 42.58	23.80

BRIL0021-004 06/01/2014

	Rates	Fringes
Marble Mason.....	.\$ 41.78	23.37

BRIL0021-006 06/01/2014

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 40.88	22.43
TILE FINISHER.....	.\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2014

MARBLE FINISHER.....	Rates	Fringes
	\$ 31.40	23.00

BRIL0021-012 06/01/2014		
Pointer, cleaner and caulker.....	Rates	Fringes
	\$ 41.62	22.46

CARPO555-001 06/01/2014		
CARPENTER	Rates	Fringes
Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 43.35	27.67

CARPO555-002 10/01/2014		
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)...	Rates	Fringes
	\$ 34.11	27.67

ELECO009-003 06/02/2014		
Line Construction	Rates	Fringes
Groundman.....	\$ 35.96	21.79
Lineman and Equipment Operator.....	.\$ 46.10	27.94

ELECO134-001 06/02/2014		
ELECTRICIAN.....	Rates	Fringes
	\$ 44.00	28.45

ELECO134-002 04/01/1998		
ELECTRICIAN	Rates	Fringes
CLASS "B"	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

* ELECO134-003 06/02/2014

ELECTRICIAN	Rates	Fringes
ELECTRICAL TECHNICIAN.....	\$ 39.00	21.10

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data

apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

 ELEVO002-003 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.90	26.785+a+b

FOOTNOTES:

A. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for 6 months to 5 years of service.

 * ENGI0150-006 06/01/2014

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.10	32.05
GROUP 2.....	\$ 45.80	32.05
GROUP 3.....	\$ 43.25	32.05
GROUP 4.....	\$ 41.50	32.05

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Calsson attachment*; Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Travelling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers and Skid Rig*; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Turnapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovating work); Hydraulic Power Units (Pile

Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

* ENGI0150-025 06/01/2014

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.30	32.05
GROUP 2.....	\$ 44.75	32.05
GROUP 3.....	\$ 42.70	32.05
GROUP 4.....	\$ 41.30	32.05
GROUP 5.....	\$ 40.10	32.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills;

Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-026 06/01/2013

Rates Fringes

IRONWORKER

Sheeter.....

\$ 42.32 33.74

Structural and Reinforcing..\$ 42.07 33.74

IRON0063-001 06/01/2013

Rates Fringes

IRONWORKER, ORNAMENTAL.....

\$ 42.90 30.11

IRON0063-002 06/01/2014

Rates Fringes

IRONWORKER

Fence Erector.....

\$ 35.84 24.82

IRON0136-001 07/01/2012

Rates Fringes

IRONWORKER

Machinery Movers; Riggers; Machinery Erectors.....

\$ 35.87 28.67

Master Riggers.....

\$ 38.37 28.67

LABO0002-006 06/01/2014

Rates Fringes

LABORER (BUILDING & RESIDENTIAL)

GROUP 1.....

\$ 38.00 24.40

GROUP 2.....

\$ 38.00 24.40

GROUP 3.....

\$ 28.075 24.40

GROUP 4.....

\$ 38.10 24.40

GROUP 5.....

\$ 38.15 24.40

GROUP 6.....

.\$ 38.20 24.40

GROUP 7.....

\$ 38.22 24.40

GROUP 8.....

\$ 38.32 24.40

GROUP 9.....

\$ 38.35 24.40

GROUP 10.....

\$ 38.45 24.40

GROUP 11.....

\$ 38.27 24.40

GROUP 12.....

\$ 39.00 24.40

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2014

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.27	24.40
GROUP 3.....	\$ 38.15	24.40
GROUP 4.....	\$ 38.27	24.40
GROUP 5.....	\$ 39.00	24.40

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettleman; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LABO0002-008 06/01/2014

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 39.00	24.40
16 - 20 POUNDS.....	\$ 40.50	24.40
21 - 26 POUNDS.....	\$ 41.00	24.40
27 - 33 POUNDS.....	\$ 42.00	24.40
34 - AND OVER.....	\$ 43.00	24.40
LABORER (Tunnel and Sewer)		

GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.12	24.40
GROUP 3.....	\$ 38.22	24.40
GROUP 4.....	\$ 38.35	24.40
GROUP 5.....	\$ 39.00	24.40

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0225-001 06/01/2011

LABORER (DEMOLITION/WRECKING)

	Rates	Fringes
GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

PAIN0014-001 06/01/2014	Rates	Fringes
PAINTER (including taper).....	\$ 41.75	23.47

PAIN0027-001 06/01/2014	Rates	Fringes
GLAZIER.....	\$ 40.50	30.82

PLAS0005-002 07/01/2014	Rates	Fringes
PLASTERER.....	\$ 42.25	24.24

PLAS0502-001 06/01/2014	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.10	26.39

PLUM0130-001 06/01/2014	Rates	Fringes
PLUMBER.....	\$ 46.65	25.52

PLUM0597-002 06/01/2014	Rates	Fringes
PIPEFITTER.....	\$ 46.00	26.84

ROOF0011-001 12/01/2014	Rates	Fringes
ROOFER.....	\$ 40.10	19.43

SFILO281-001 01/01/2015	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.25	22.05

SHEE0073-001 06/01/2011	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	27.23

SHEE0073-002 06/01/2011	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	27.23

TEAM0731-001 06/01/2011		
COOK COUNTY - HEAVY AND HIGHWAY		
	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 33.85	16.85
4 Axles.....	\$ 34.10	16.85
5 Axles.....	\$ 34.30	16.85
6 Axles.....	\$ 34.50	16.85

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER:	\$ 28.25	9.08

Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

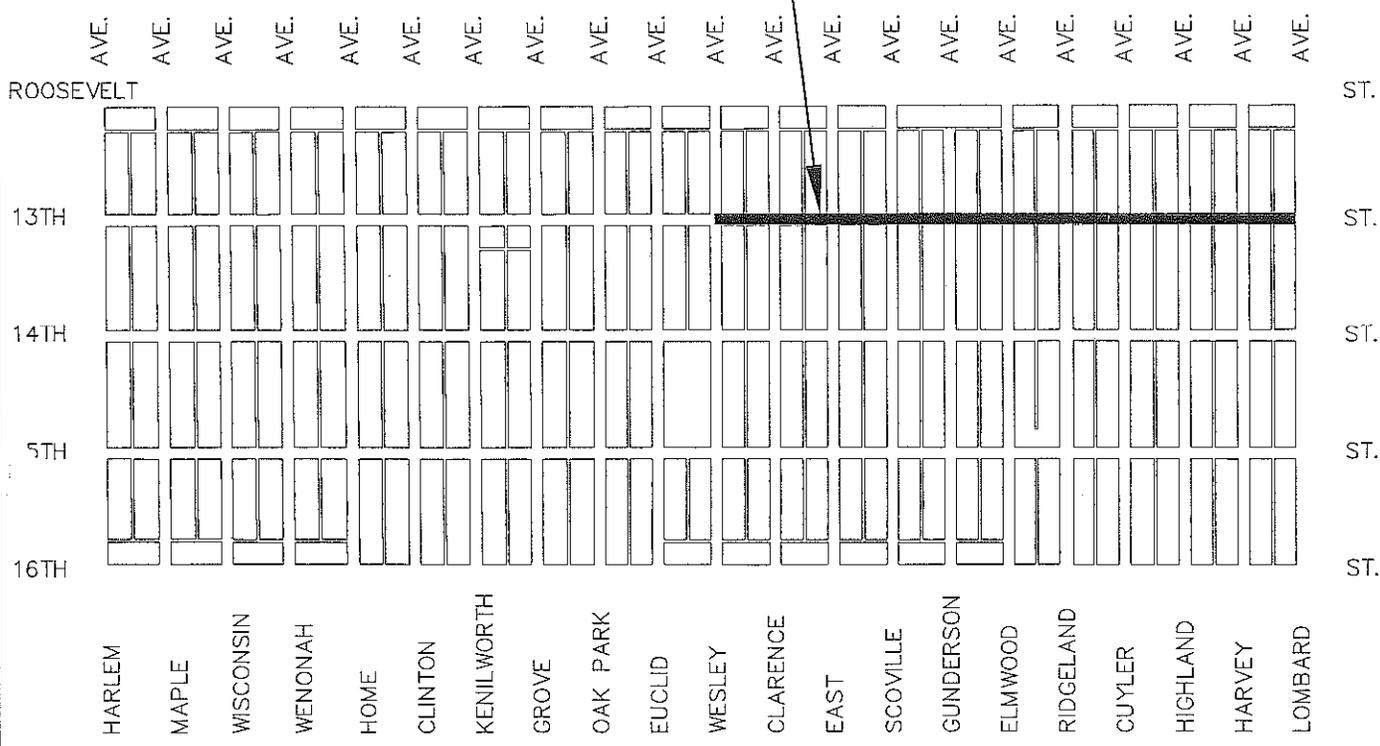
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



PROJECT LOCATION



LOCATION MAP



Frank Novotny & Associates, Inc.

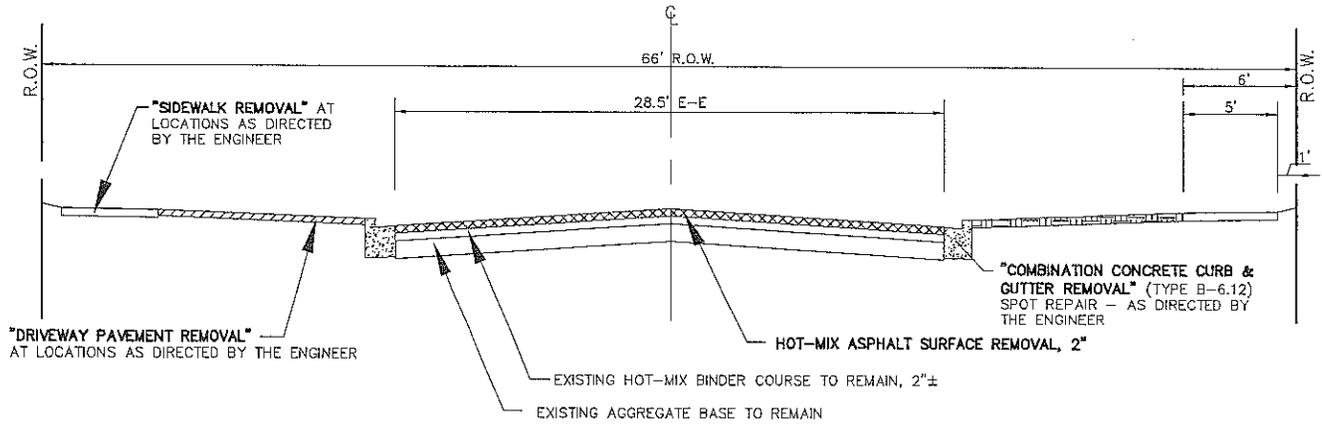
825 Midway Drive • Willowbrook, IL • 60627 • Telephone: (630) 887-9640 • Fax: (630) 887-0132
Illinois Professional Design Firm No. 194-000928

PROJECT

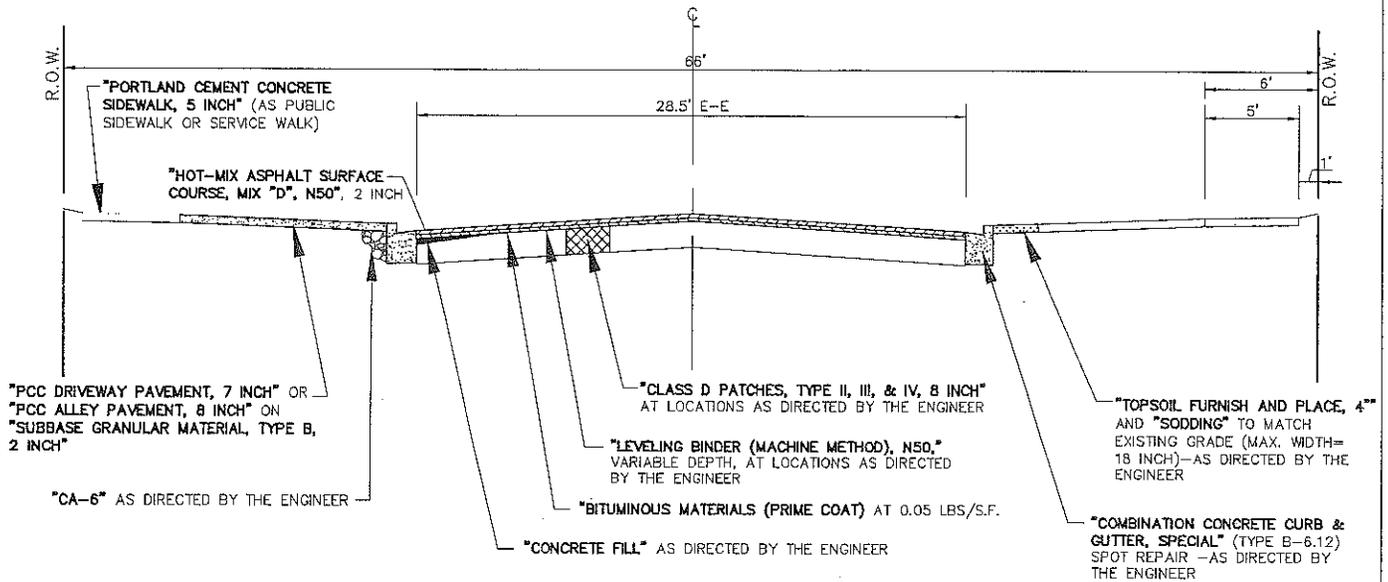
CITY OF BERWYN, ILLINOIS
13TH STREET CDBG
PAVEMENT & SEWER REPLACEMENT
HUD ACTIVITY NOS. 557, 558, 575 & 576

CITY OF BERWYN, ILLINOIS

13TH STREET CDBG PAVEMENT & SEWER REPLACEMENT HUD ACTIVITY NOS. 557, 558, 575 & 576



EXISTING



PROPOSED

TYPICAL CROSS SECTION

13TH STREET

WESLEY AVENUE TO LOMBARD AVENUE



Frank Novotny & Associates, Inc.

225 Midway Drive • Willowbrook, IL • 60527 • Telephone: (630) 887-8640 • Fax: (630) 887-0132
Illinois Professional Design Firm No. 184-000928

PROJECT

CITY OF BERWYN, ILLINOIS
13TH STREET CDBG
PAVEMENT & SEWER REPLACEMENT
HUD ACTIVITY NOS. 557, 558, 575 & 576

LEGEND

-  DENOTES HOT-MIX ASPHALT SURFACE REMOVAL—BUTT JOINT
-  DENOTES HOT-MIX ASPHALT SURFACE REMOVAL, 2 INCH, AND HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (L 9.5 mm)
-  DENOTES SIDEWALK REMOVAL (SPECIAL) AND PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH
-  DENOTES CONCRETE DRIVEWAY PAVEMENT REMOVAL, (TO 7 INCH DEPTH) AND REPLACEMENT WITH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH
-  8 FT DENOTES COMBINATION CURB AND GUTTER REMOVAL AND EARTH EXCAVATION AND COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12 AND SUBBASE GRANULAR MATERIAL, TYPE C, 2 INCH
-  DENOTES PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH WITH DETECTABLE WARNINGS (SPECIAL) PER I.D.O.T. STANDARD FOR HANDICAP RAMPS (WHERE APPLICABLE) SEE CONSTRUCTION HIGHWAY STANDARDS

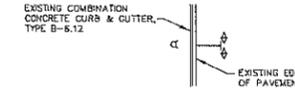
-  DENOTES EXISTING SIDEWALK RAMP TO REMAIN
- "A" DENOTES EXISTING VALVE BOXES TO BE ADJUSTED OR CATCH BASIN TO BE ADJUSTED
- "RE" DENOTES INLETS, CATCH BASINS, AND MANHOLES TO BE REMOVED
- "S" DENOTES EXISTING FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)
- "FG" DENOTES FRAMES AND LIDS, TYPE 1, TO BE INSTALLED. THE ENGINEER WILL DETERMINE WHETHER AN OPEN OR CLOSED LID WILL BE NECESSARY.
- "BO" DENOTES EXISTING TO BE ADJUSTED (BY OTHERS)
-  DENOTES ALLEY RETURN TO BE REMOVED WITH PAVEMENT REMOVAL AND REPLACED WITH PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH
-  DENOTES PROPOSED CATCH BASIN, TYPE C OR CATCH BASIN, TYPE A, 3' DIA AS DIRECTED BY THE ENGINEER
-  DENOTES STORM SEWER, TYPE 2 (PVC SDR 26—ASTM 2241), 8" LENGTH AS NOTED

THERMOPLASTIC PAVEMENT MARKING CODE

- A** PEDESTRIAN CROSSWALK — SOLID WHITE THERMOPLASTIC PAVEMENT MARKING — LINE 6"
- B** STOP BAR — SOLID WHITE THERMOPLASTIC PAVEMENT MARKING — LINE 24"

REFLECTIVE PAVEMENT MARKERS

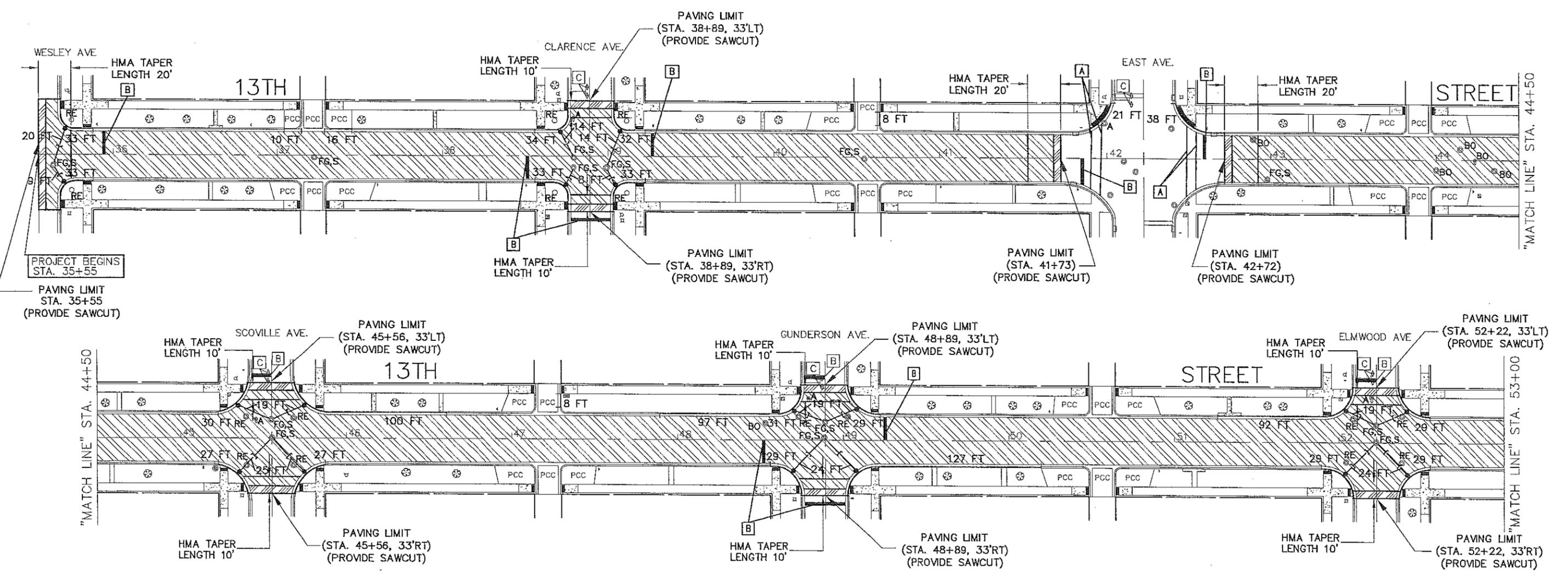
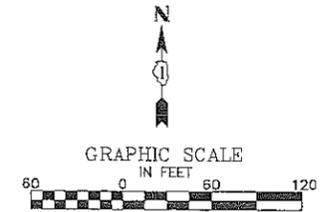
- C** PROPOSED RECESSED REFLECTIVE PAVEMENT MARKERS — AS SHOWN
- ◄ TWO-WAY BLUE MARKER



THERMOPLASTIC PAVEMENT MARKING DETAIL FOR FIRE HYDRANTS

FOR HMA SURFACE REMOVAL—BUTT JOINT, 4.5" WIDTH DETAIL SEE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BUTT JOINT AND HMA TAPER DETAILS, BD-24

ALL SAW CUTS SHALL BE CONSIDERED INCLUDED IN THE COST OF THE ITEM BEING REMOVED.



FOR CONTINUATION SEE SHEET 2

Frank Novotny & Associates, Inc.
 Civil Engineers 825 Midway Drive • Willowbrook, IL • 60527 Telephone: (630) 887-8640 • Fax: (630) 887-0132
 Illinois Professional Design Firm No. 184-000928

PROJECT
CITY OF BERWYN
13TH STREET CDBG - PAVEMENT & SEWER MAINTENANCE
 HUD ACTIVITY NOS. 557, 558, 575 & 576

REVISIONS			
NO.	BY	DATE	DESCRIPTION

PLAN & PROFILE:
13TH STREET-
WESLEY AVE. TO
STA. 53+00

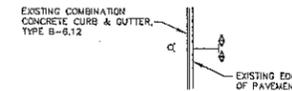
PROJECT NO. 14224	SCALE 1"=60'	SHEET 1 OF 2 SHEETS
DRAWN/DESIGNED JEP/TRB	DATE MARCH, 2015	
CHECKED/APPROVED TRB/JEF	FIELD BOOK NO. FILE	

LEGEND

-  DENOTES HOT-MIX ASPHALT SURFACE REMOVAL-BUTT JOINT
-  DENOTES HOT-MIX ASPHALT SURFACE REMOVAL, 2 INCH, AND HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (IL 9.5 mm)
-  DENOTES SIDEWALK REMOVAL (SPECIAL) AND PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH
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-  DENOTES EXISTING SIDEWALK RAMP TO REMAIN
-  "A" DENOTES EXISTING VALVE BOXES TO BE ADJUSTED OR CATCH BASIN TO BE ADJUSTED
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-  "S" DENOTES EXISTING FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)
-  "FG" DENOTES FRAMES AND LIDS, TYPE 1, TO BE INSTALLED. THE ENGINEER WILL DETERMINE WHETHER AN OPEN OR CLOSED LID WILL BE NECESSARY.
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-  DENOTES PROPOSED CATCH BASIN, TYPE C OR CATCH BASIN, TYPE A, 3' DIA AS DIRECTED BY THE ENGINEER RIM AND INVERT TO MATCH EXISTING
-  DENOTES STORM SEWER, TYPE 2 (PVC SDR 26-ASTM 2241), 8" LENGTH AS NOTED

THERMOPLASTIC PAVEMENT MARKING CODE

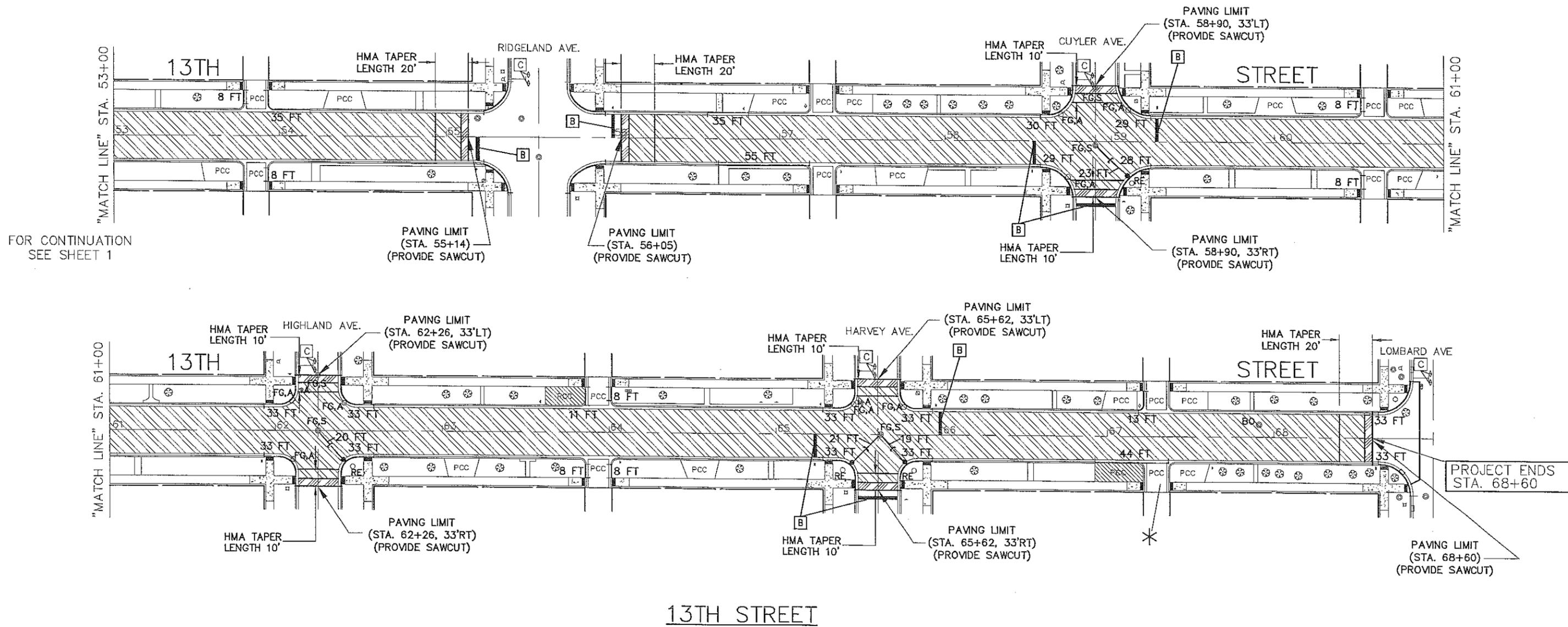
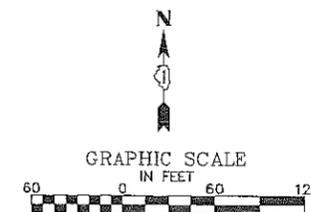
-  **A** PEDESTRIAN CROSSWALK - SOLID WHITE THERMOPLASTIC PAVEMENT MARKING - LINE 6"
 -  **B** STOP BAR - SOLID WHITE THERMOPLASTIC PAVEMENT MARKING - LINE 24"
 -  **C** PROPOSED RECESSED REFLECTIVE PAVEMENT MARKERS - AS SHOWN
- REFLECTIVE PAVEMENT MARKERS**
-  TWO-WAY BLUE MARKER



**THERMOPLASTIC PAVEMENT MARKING
DETAIL FOR FIRE HYDRANTS**

FOR HMA SURFACE REMOVAL-BUTT JOINT, 4.5' WIDTH DETAIL SEE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BUTT JOINT AND HMA TAPER DETAILS, BD-24

ALL SAW CUTS SHALL BE CONSIDERED INCLUDED IN THE COST OF THE ITEM BEING REMOVED.



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 825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132
 Illinois Professional Design Firm No. 184-000928

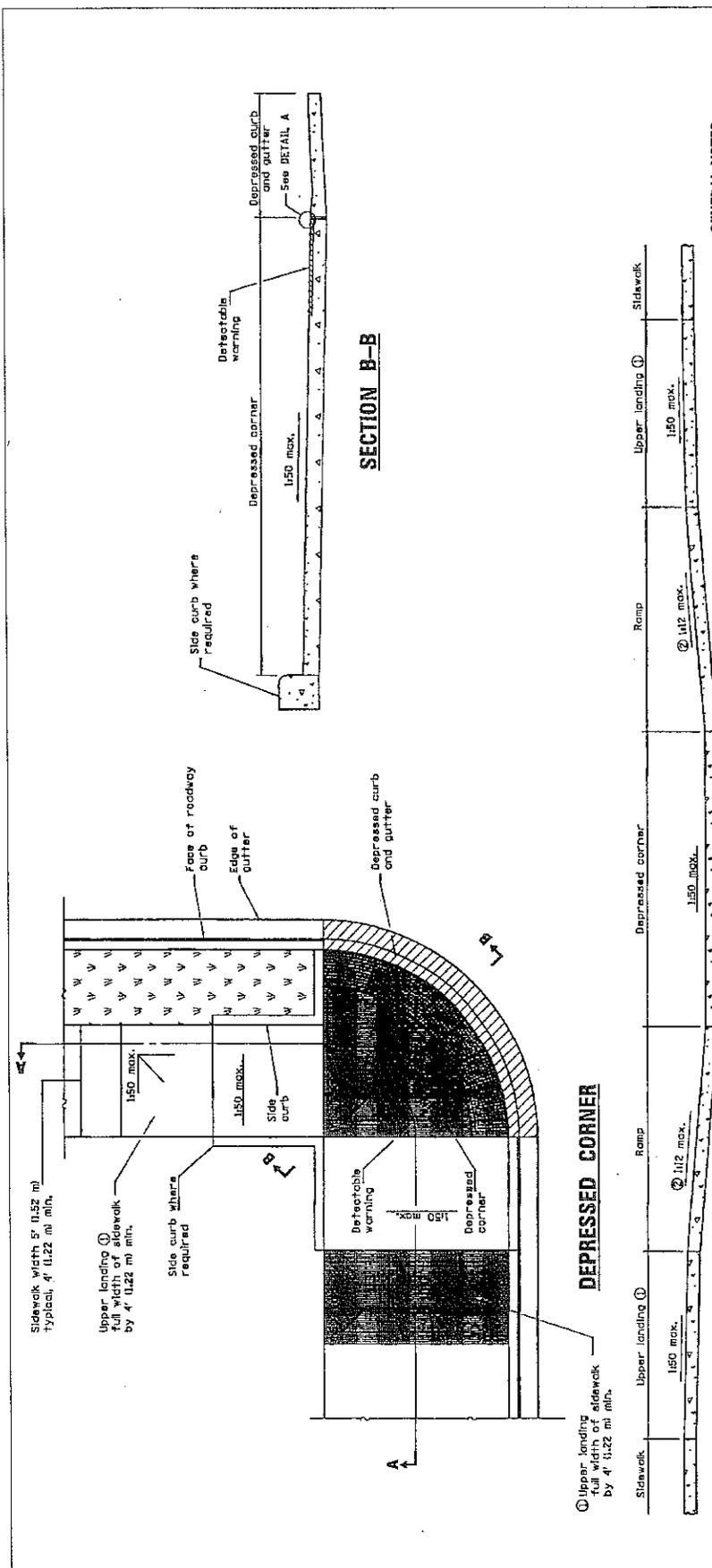
PROJECT
CITY OF BERWYN
13TH STREET CDBG - PAVEMENT & SEWER MAINTENANCE
 HUD ACTIVITY NOS. 557, 558, 575 & 576

REVISIONS			
NO.	BY	DATE	DESCRIPTION

PLAN & PROFILE:
13TH STREET-
STA. 53+00 TO
LOMBARD AVE.

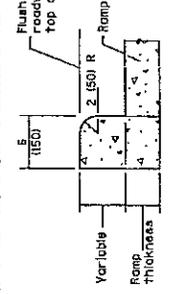
PROJECT NO. 14224
 SCALE 1"=60'
 DRAWN/DESIGNED JEP/TRB DATE MARCH, 2015
 CHECKED/APPROVED TRB/JEF FIELD BOOK NO. FILE

SHEET 2 OF 2 SHEETS

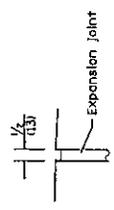


GENERAL NOTES
 This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.
 All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (1:1).
 Where 1:50 maximum slope is shown, 1:64 is preferred.
 See Standard 608001 for details of depressed curb adjacent to curb ramp.
 All dimensions are in inches (millimeters) unless otherwise shown.

SECTION A-A
 ① Upper landing not required for ramp slopes flatter than 1:20.
 ② The running slope of the curb ramp shall not require this ramp length to exceed 15' (4.5 m).



SIDE CURB DETAIL



DETAIL A

REVISIONS	
DATE	Added note ②.
1-1-15	
1-1-14	Revised sidewalk width.
	Revised gen. notes to limit curb radii to 6' (1.83 m) min.

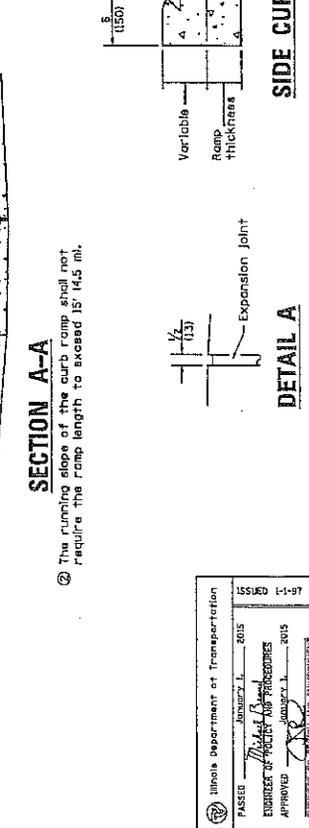
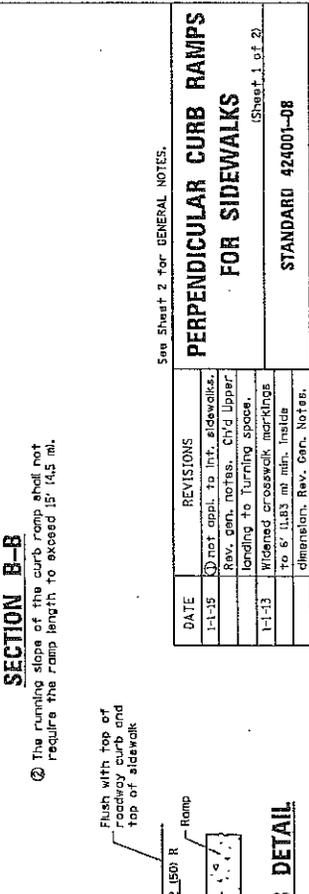
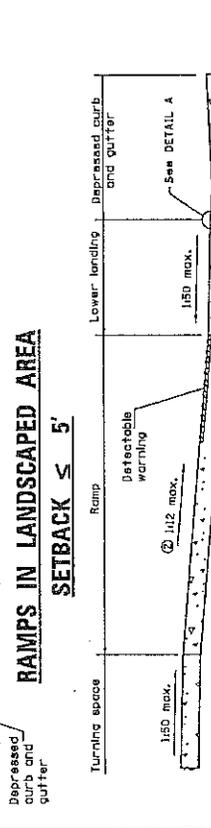
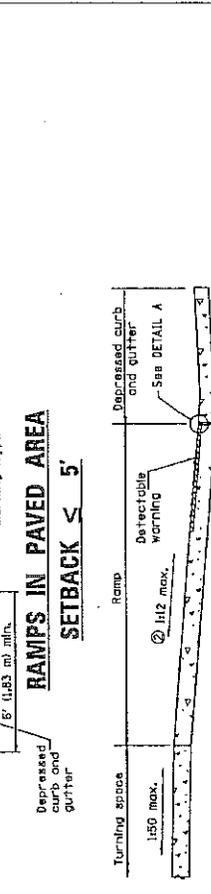
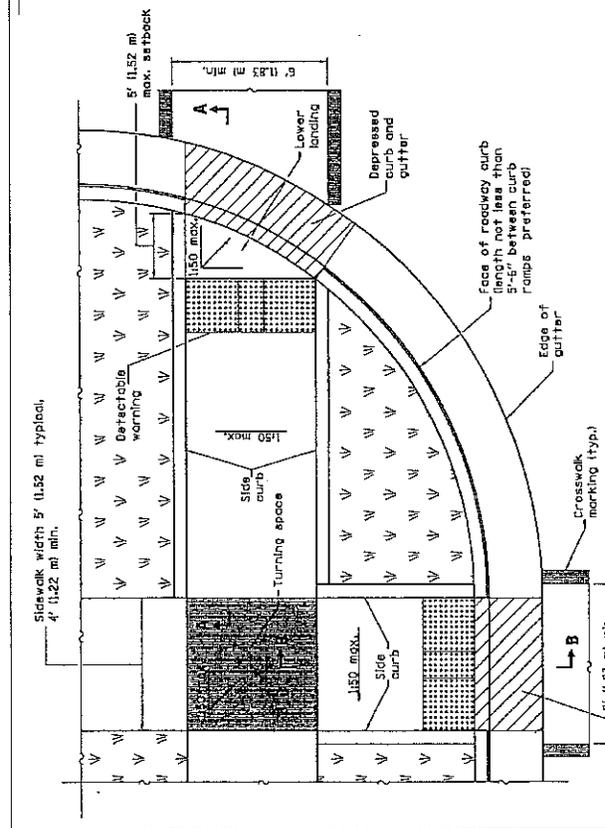
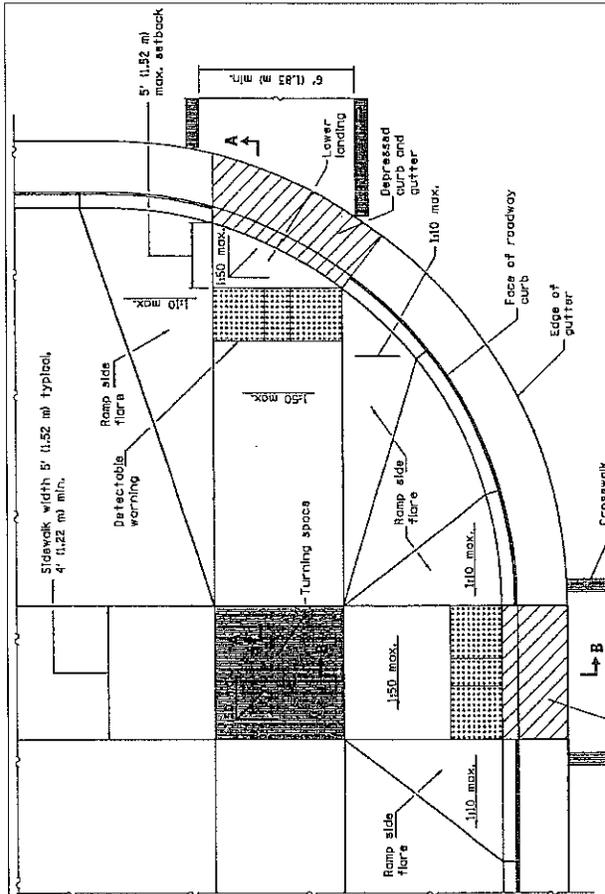
DEPRESSED CORNER FOR SIDEWALKS

STANDARD 424021-03

Illinois Department of Transportation
 PASSED JANUARY 1, 2015
 ENGINEER OF POLICY FOR PROCEDURES
 APPROVED [Signature] JANUARY 1, 2015
 ENGINEER OF TRAFFIC AND SURVEILLANCE
 ISSUED 1-1-12

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 Civil Engineers/
 Municipal Consultants
 Illinois Professional Design Firm No. 184-000928

PROJECT CITY OF BERWYN, ILLINOIS
 13TH STREET CBDG
 PAVEMENT & SEWER REPLACEMENT
 HUD ACTIVITY NOS. 557, 558, 575 & 576



See Sheet 2 for GENERAL NOTES.

DATE	REVISIONS
1-1-15	1. Not appl. to lit. sidewalks. Rev. gen. notes. CID Upper landing to turning space.
1-1-13	2. Widened crosswalk markings to 6' (1.83 m) min. inside dimension. Rev. Gen. Notes.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS (Sheet 1 of 2)

STANDARD 424001-08

DATE	REVISIONS
1-1-15	1. Not appl. to lit. sidewalks. Rev. gen. notes. CID Upper landing to turning space.
1-1-13	2. Widened crosswalk markings to 6' (1.83 m) min. inside dimension. Rev. Gen. Notes.

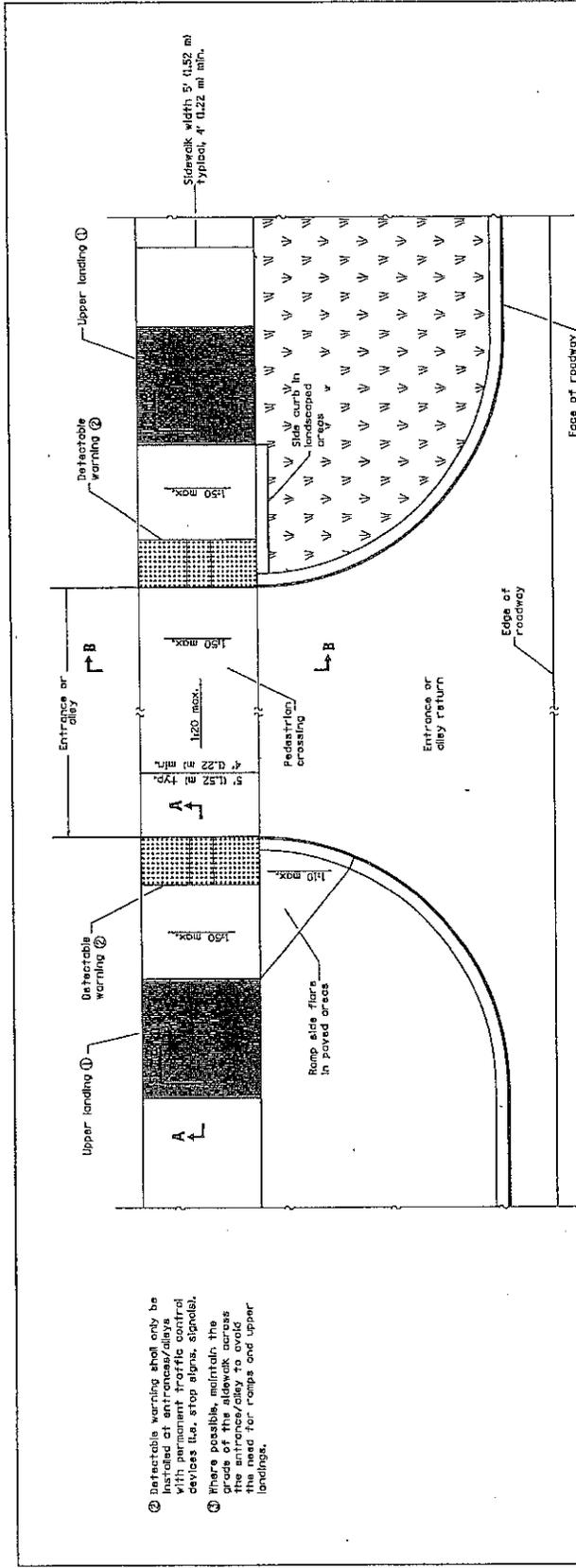
DATE	REVISIONS
1-1-15	1. Not appl. to lit. sidewalks. Rev. gen. notes. CID Upper landing to turning space.
1-1-13	2. Widened crosswalk markings to 6' (1.83 m) min. inside dimension. Rev. Gen. Notes.

DATE	REVISIONS
1-1-15	1. Not appl. to lit. sidewalks. Rev. gen. notes. CID Upper landing to turning space.
1-1-13	2. Widened crosswalk markings to 6' (1.83 m) min. inside dimension. Rev. Gen. Notes.

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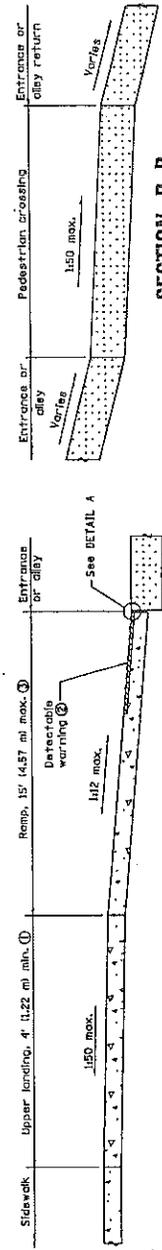
Civil Engineers/
Municipal Consultants

PROJECT CITY OF BERWYN, ILLINOIS
 13TH STREET CDBG
 PAVEMENT & SEWER REPLACEMENT
 HUD ACTIVITY NOS. 557, 558, 575 & 576



- ② detectable warning shall only be installed at entrances/alleys with permanent traffic control devices (i.e. stop signs, signals).
- ③ Where possible, maintain the grade of the sidewalk across the ramp to avoid the need for ramps and upper landings.

ENTRANCE / ALLEY PEDESTRIAN CROSSING



① Upper landing not required for ramp slopes flatter than 1:20.

GENERAL NOTES
 All slope ratios are expressed in units of vertical displacement to units of horizontal displacement (V:H).
 Where 1:60 maximum slope is shown, 1:64 is preferred.
 All dimensions are in inches (millimeters) unless otherwise shown.

ENTRANCE / ALLEY PEDESTRIAN CROSSINGS	
DATE	REVISIONS
1-1-13	Revised General Notes.
1-3-12	New standard.

SIDE CURB DETAIL

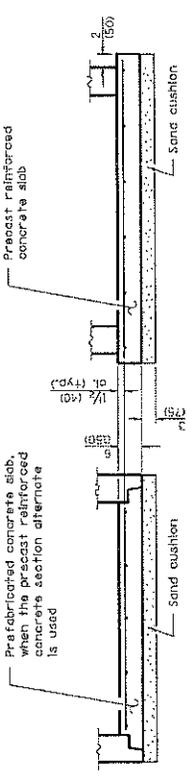
DETAIL A

Small Department of Transportation	
PHASED	1 2 3 4 5 6 7 8 9 10 11 12
DESIGNED BY	11/13/13
ENGINEER OF POLITY AND TRAFFIC	2013
APPROVED	2013
OFFICE OF DESIGN AND CONSTRUCTION	

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Civil Engineers/
Municipal Consultants

PROJECT **CITY OF BERWYN, ILLINOIS**
 13TH STREET CDBG
 PAVEMENT & SEWER REPLACEMENT
 HUD ACTIVITY NOS. 557, 558, 575 & 576



ALTERNATE BOTTOM SLAB

MATERIALS FOR WALLS	D	C*	T
Concrete Masonry	4'-0" (1.2 m)	25 (760)	5 (125)
Brick Masonry	4'-0" (1.2 m)	25 (760)	5 (125)
Precast Reinforced Concrete	4'-0" (1.2 m)	25 (760)	5 (125)
Cast-in-place Concrete	4'-0" (1.2 m)	25 (760)	5 (125)

* For precast reinforced concrete sections, dimension "c" may vary from the dimension given to plus 6 (150).

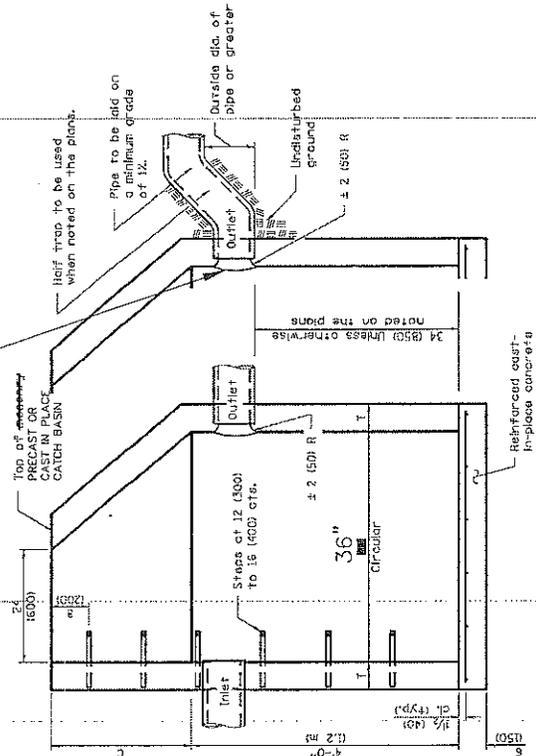
GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.20 sq. in./ft. (828 sq. mm/m) in both directions with a maximum spacing of 12 (300).
 Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.
 See Standard 602601 for optional precast reinforced concrete flat slab top.
 See Standard 602701 for details of steps.
 All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Added "outside" to half trap note, detail rein. in slabs.
1-1-09	Revised general notes.
1-1-03	Switched units to English (metric).

CATCH BASIN
 TYPE A
 STANDARD 602001-02

A FLEXIBLE WATERTIGHT BOOT, CONFORMING TO ASTM C-923, WILL BE CAST IN THE MANHOLE AT FABRICATION TO BE USED BETWEEN THE STORM STRUCTURE AND NEW PVC SDR ASTM D-2241, 8" DIA. CONNECTING PIPE. CONNECTION PIPE SHALL RECONNECT TO EXISTING SEWER PIPES USING A "BAND-SEAL" AS REQUIRED.



ELEVATION (Half Trap)

ELEVATION (Standard Suite)

Illinois Department of Transportation
 PROJECT: 001
 ISSUED: 1-1-11
 APPROVED: [Signature]
 ENGINEER OF DESIGN AND TECHNOLOGY



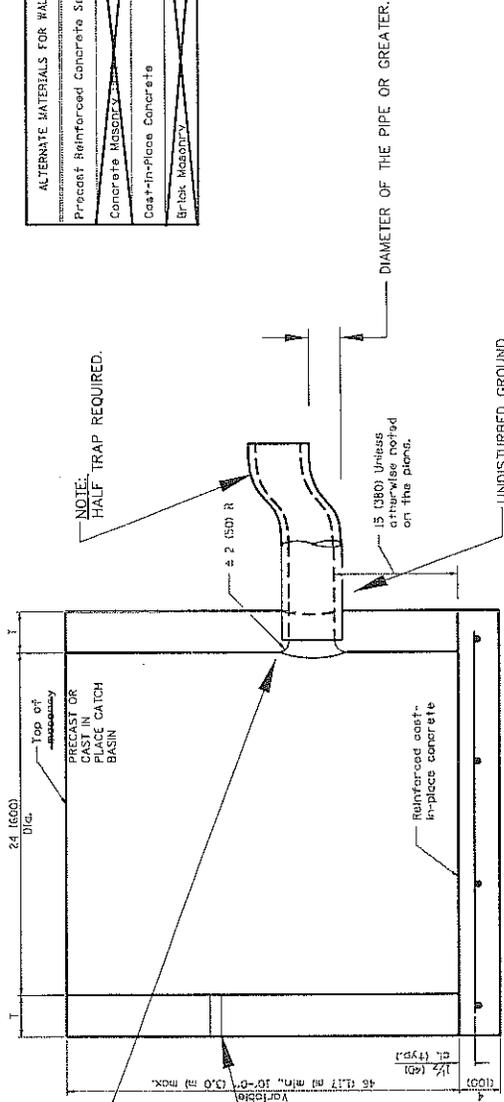
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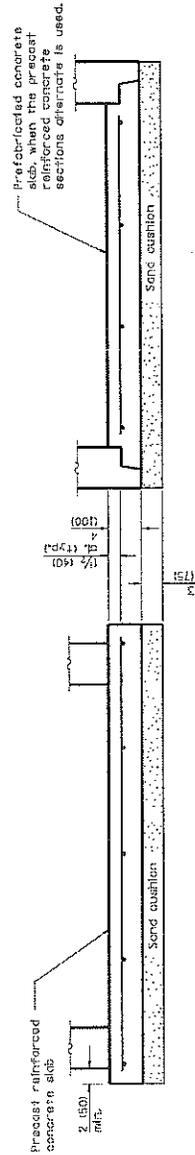
PROJECT

CITY OF BERWYN, ILLINOIS
 13TH STREET CDBG
 PAVEMENT & SEWER REPLACEMENT
 HUD ACTIVITY NOS. 557, 558, 575 & 576

ALTERNATE MATERIALS FOR WALLS		T
		(Info)
Precast Reinforced Concrete Section		3
Concrete Masonry		5
Cast-in-place Concrete		6
Brick Masonry		8
		9200:



ELEVATION



ALTERNATE BOTTOM SLAB

GENERAL NOTES
 Bottom slabs shall be reinforced with a minimum of #21 @ 12" O.C. in both directions with a maximum spacing of 5' (230).
 Bottom slabs may be computed to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.
 All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Details only in plans. Added max. limit to height.
1-1-09	Added general notes. Selected units to English Imperial.

Illinois Department of Transportation
 PASSED: [Signature] 2011
 ENGINEER OF PUBLIC AND PROCEEDINGS: [Signature] 2011
 APPROVED: [Signature] 2011
 EXPIRES: 1-1-17

CATCH BASIN TYPE C

STANDARD 60201-02

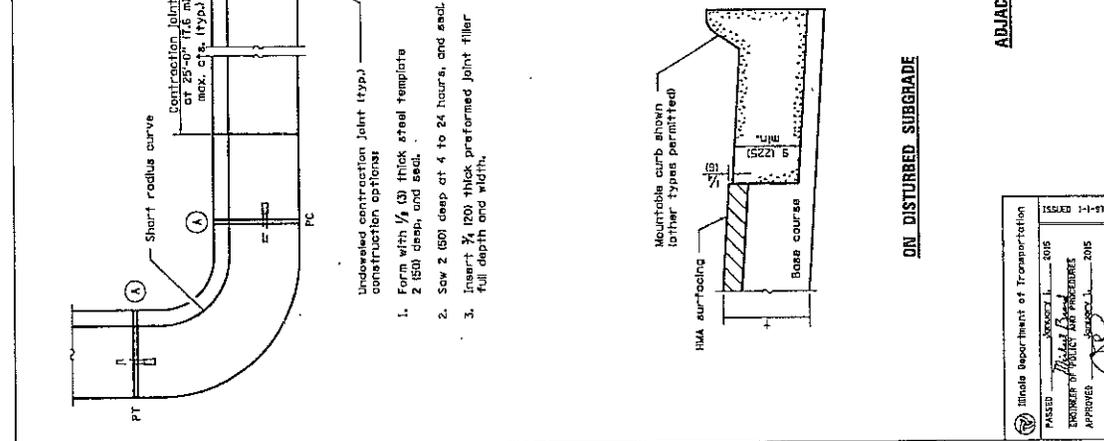
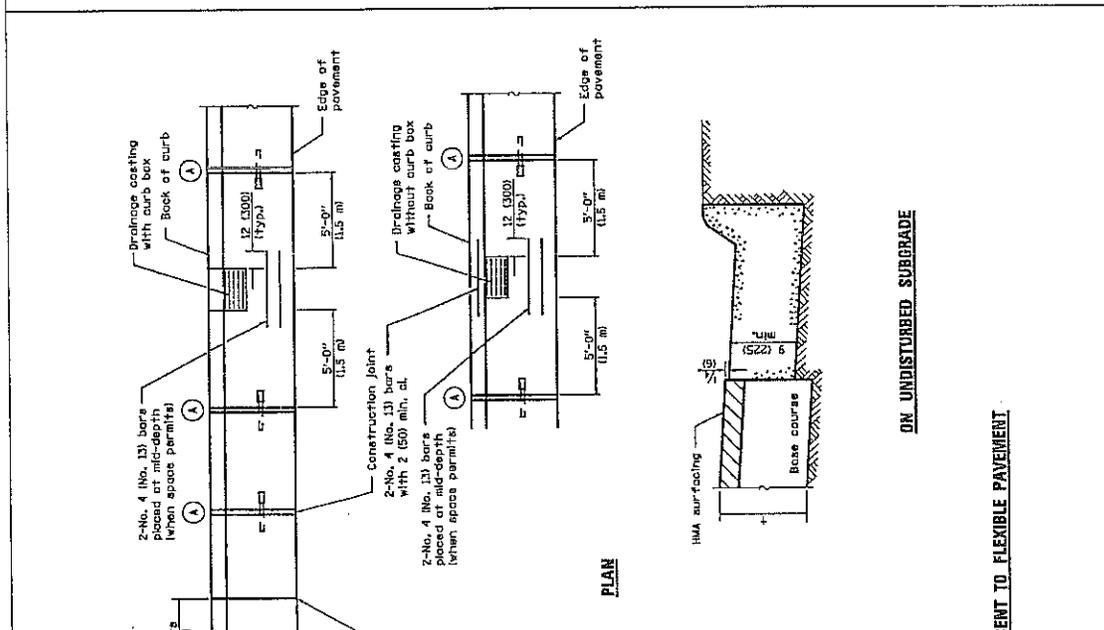
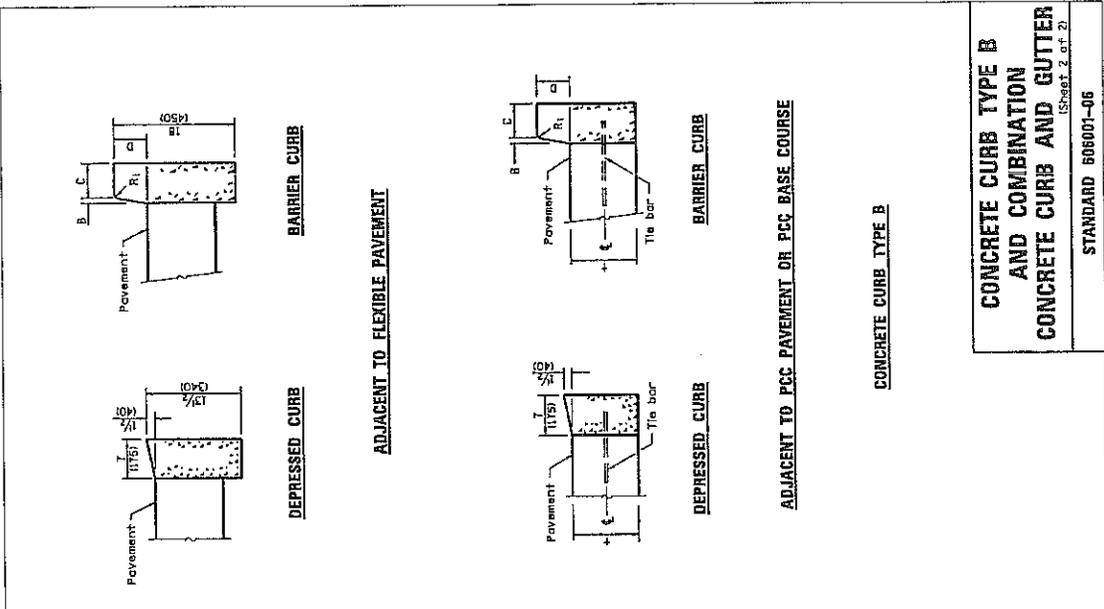


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PROJECT

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 13TH STREET CDBG
 PAVEMENT & SEWER REPLACEMENT
 HUD ACTIVITY NOS. 557, 558, 575 & 576



Illinois Department of Transportation

ISSUED 1-1-91

APPROVED

ENGINEER OF DESIGN AND SUPERVISION

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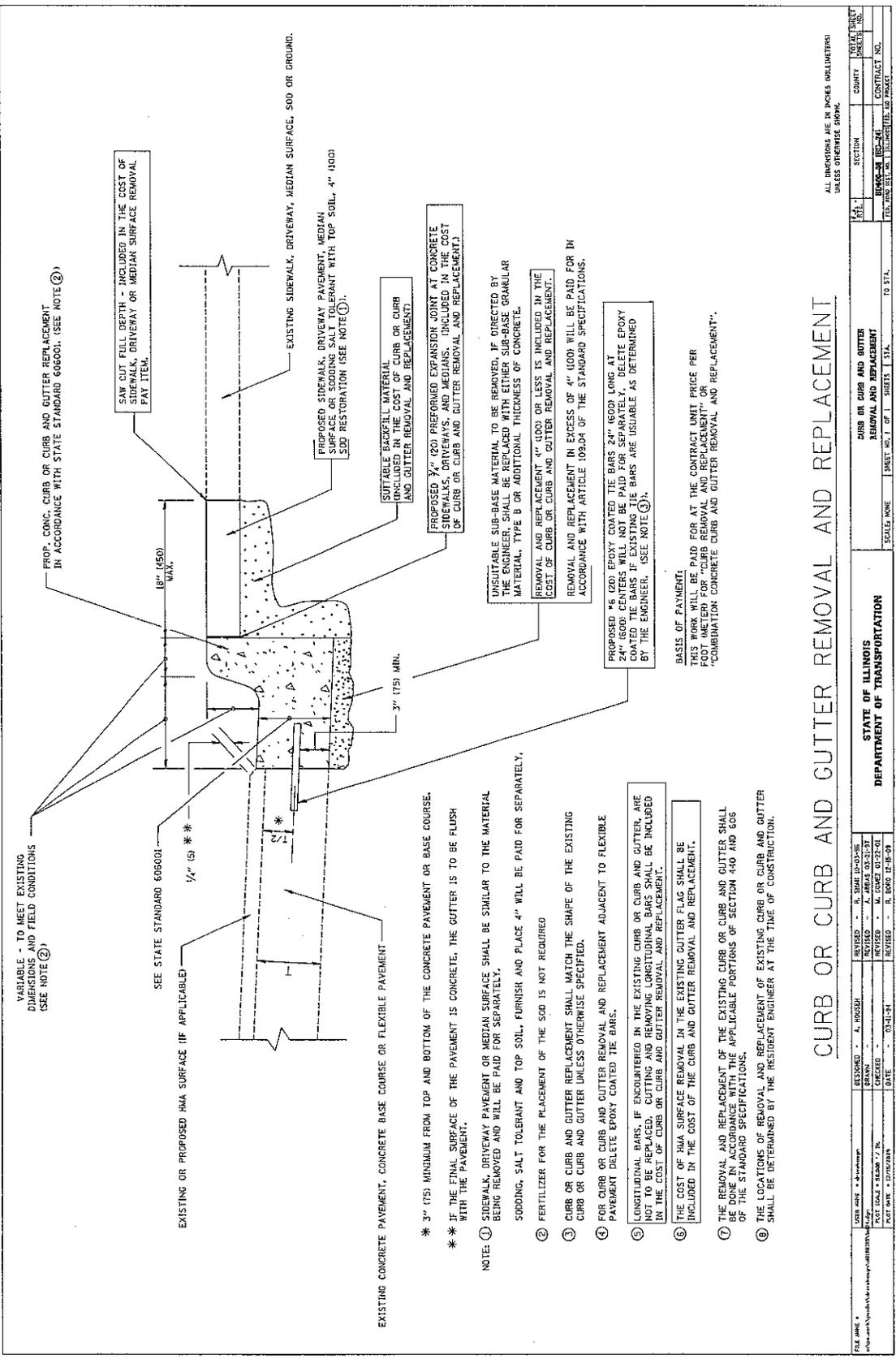
PROJECT

CITY OF BERWYN, ILLINOIS

13TH STREET CDBG

PAVEMENT & SEWER REPLACEMENT

HUD ACTIVITY NOS. 557, 558, 575 & 576



CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.

COUNTY: DUKE SHEET NO.: 100-24 CONTRACT NO.:	SECTION: TOTAL SHEETS:	SHEET NO. 1 OF 1 SHEETS TO STA. TO STA.	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
SCALE: NONE		CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT	

VARIABLE - TO MEET EXISTING DIMENSIONS AND FIELD CONDITIONS (SEE NOTE 2)

SEE STATE STANDARD 606001

EXISTING OR PROPOSED HMA SURFACE (IF APPLICABLE)

EXISTING CONCRETE PAVEMENT, CONCRETE BASE COURSE OR FLEXIBLE PAVEMENT

PROPOSED SIDEWALK, DRIVEWAY PAVEMENT, MEDIAN SURFACE OR SODDING SALT TOLERANT WITH TOP SOIL, 4" (100) SOD RESTORATION (SEE NOTE 1)

SUITABLE BACKFILL MATERIAL (INCLUDED IN THE COST OF CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT)

PROPOSED 3/4" (20) PREFORMED EXPANSION JOINT AT CONCRETE SIDEWALKS, DRIVEWAYS, AND MEDIANS, (INCLUDED IN THE COST OF CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT)

UNUSUAL SUB-BASE MATERIAL TO BE REMOVED, IF DIRECTED BY THE ENGINEER, SHALL BE REPLACED WITH EITHER SUB-BASE GRANULAR MATERIAL, TYPE B OR ADDITIONAL THICKNESS OF CONCRETE

REMOVAL AND REPLACEMENT IN EXCESS OF 4" (100) WILL BE PAID FOR IN ACCORDANCE WITH ARTICLE 109.04 OF THE STANDARD SPECIFICATIONS.

PROPOSED 45 (90) FEET, COATED TIE BARS 3/4" (20) LONG AT 24" (600) SPACES WILL NOT BE PAID FOR SEPARATELY. DELETE EPOXY COATED TIE BARS IF EXISTING TIE BARS ARE USABLE AS DETERMINED BY THE ENGINEER, (SEE NOTE 3).

BASIS OF PAYMENT: THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER FOOT (METER) FOR "CURB REMOVAL AND REPLACEMENT" OR "COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT".

EXISTING SIDEWALK, DRIVEWAY PAVEMENT, MEDIAN SURFACE 500 OR GROUND.

PROPOSED SIDEWALK, DRIVEWAY PAVEMENT, MEDIAN SURFACE OR SODDING SALT TOLERANT WITH TOP SOIL, 4" (100) SOD RESTORATION (SEE NOTE 1).

SUITABLE BACKFILL MATERIAL (INCLUDED IN THE COST OF CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT).

PROPOSED 3/4" (20) PREFORMED EXPANSION JOINT AT CONCRETE SIDEWALKS, DRIVEWAYS, AND MEDIANS, (INCLUDED IN THE COST OF CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT).

UNUSUAL SUB-BASE MATERIAL TO BE REMOVED, IF DIRECTED BY THE ENGINEER, SHALL BE REPLACED WITH EITHER SUB-BASE GRANULAR MATERIAL, TYPE B OR ADDITIONAL THICKNESS OF CONCRETE.

REMOVAL AND REPLACEMENT IN EXCESS OF 4" (100) WILL BE PAID FOR IN ACCORDANCE WITH ARTICLE 109.04 OF THE STANDARD SPECIFICATIONS.

PROPOSED 45 (90) FEET, COATED TIE BARS 3/4" (20) LONG AT 24" (600) SPACES WILL NOT BE PAID FOR SEPARATELY. DELETE EPOXY COATED TIE BARS IF EXISTING TIE BARS ARE USABLE AS DETERMINED BY THE ENGINEER, (SEE NOTE 3).

BASIS OF PAYMENT: THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER FOOT (METER) FOR "CURB REMOVAL AND REPLACEMENT" OR "COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT".

NOTE: 1 SIDEWALK, DRIVEWAY PAVEMENT OR MEDIAN SURFACE SHALL BE SIMILAR TO THE MATERIAL BEING REMOVED AND WILL BE PAID FOR SEPARATELY, SODDING, SALT TOLERANT AND TOP SOIL, FURNISH AND PLACE 4" WILL BE PAID FOR SEPARATELY.

2 FERTILIZER FOR THE PLACEMENT OF THE SOD IS NOT REQUIRED

3 CURB OR CURB AND GUTTER REPLACEMENT SHALL MATCH THE SHAPE OF THE EXISTING CURB OR CURB AND GUTTER UNLESS OTHERWISE SPECIFIED.

4 FOR CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT ADJACENT TO FLEXIBLE PAVEMENT DELETE EPOXY COATED TIE BARS.

5 (CONSTRUCTURAL BARS, IF ENCOUNTERED IN THE EXISTING CURB OR CURB AND GUTTER ARE NOT TO BE REPLACED. CUTTING AND REMOVING LONGITUDINAL BARS SHALL BE INCLUDED IN THE COST OF CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT.

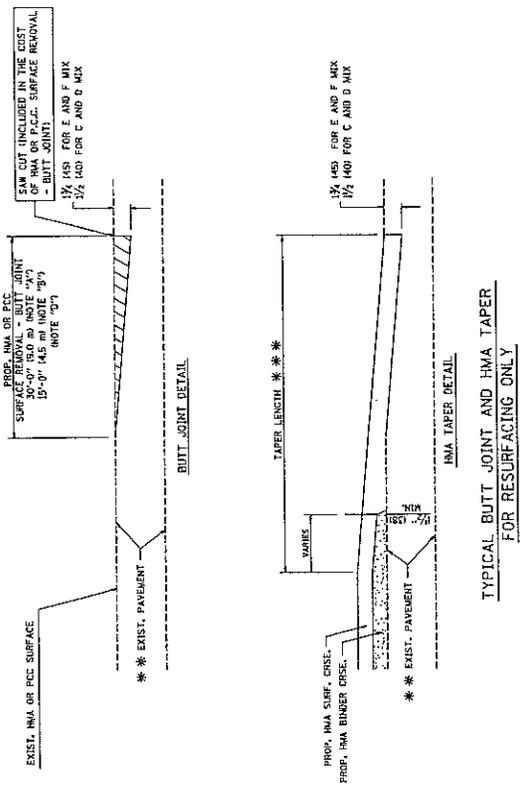
6 THE COST OF HMA SURFACE REMOVAL IN THE EXISTING CUTTER FLAG SHALL BE INCLUDED IN THE COST OF THE CURB AND GUTTER REMOVAL AND REPLACEMENT.

7 THE REMOVAL AND REPLACEMENT OF THE EXISTING CURB OR CURB AND GUTTER SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF SECTION 440 AND 605 OF THE STANDARD SPECIFICATIONS.

8 THE LOCATIONS OF REMOVAL AND REPLACEMENT OF EXISTING CURB OR CURB AND GUTTER SHALL BE DETERMINED BY THE RESIDENT ENGINEER AT THE TIME OF CONSTRUCTION.

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PROJECT: **CITY OF BERWYN, ILLINOIS**
13TH STREET CDBG
PAVEMENT & SEWER REPLACEMENT
HUD ACTIVITY NOS. 557, 558, 575 & 576



TYPICAL BUTT JOINT AND HMA TAPER FOR RESURFACING ONLY

** PC CONCRETE, HMA OR HMA RESURFACING PAVEMENT.

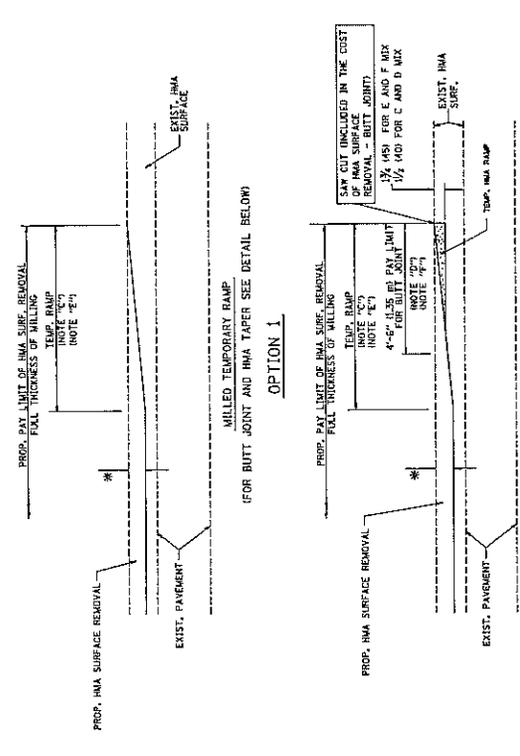
NOTES

- A) MARKING ROADWAYS AND MAJOR SIDE ROADS.
- B) MINOR SIDE ROADS.
- C) THE TEMP. RAMP SHALL BE CONSTRUCTED IMMEDIATELY UPON REMOVAL OF THE EXISTING HMA SURFACE.
- D) THE BUTT JOINT SHALL BE CONSTRUCTED IMMEDIATELY PRIOR TO PLACING THE PROPOSED HMA COURSES.
- E) TAPER THE TEMP. RAMP AT A RATE OF 3'-0" (90 mm) PER 1 INCH (25 mm) OF MILLING THICKNESS.
- F) INSTALLATION AND REMOVAL OF THE 4'-0" (1.25 m) TEMP. RAMP IS INCLUDED IN COST OF HMA SURFACE REMOVAL - BUTT JOINT.
- G) SEE ARTICLE 406.00 AND 406.14 OF THE STANDARD SPECIFICATIONS FOR "HMA AND/OR PCC SURFACE REMOVAL - BUTT JOINT".
- ** SEE TYPICAL SECTIONS FOR MILLING THICKNESS.
- ** 20'-0" (6.1 m) PER 1 (25) RESURFACING INCH (75) 10'-0" (3.0 m) PER 1 (25) RESURFACING INCH (75)

BASEL OF PAVEMENT

THE BUTT JOINT WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER SQUARE YARD (SQM) INCLUDING MILLING, SURFACE REMOVAL - BUTT JOINT" OR PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT".

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.



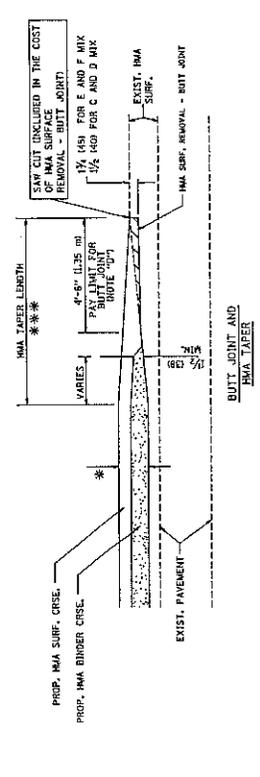
OPTION 1

(FOR BUTT JOINT AND HMA TAPER SEE DETAIL BELOW)

HMA CONSTRUCTED TEMPORARY RAMP (FOR BUTT JOINT AND HMA TAPER SEE DETAIL BELOW)

OPTION 2

TYPICAL TEMPORARY RAMP



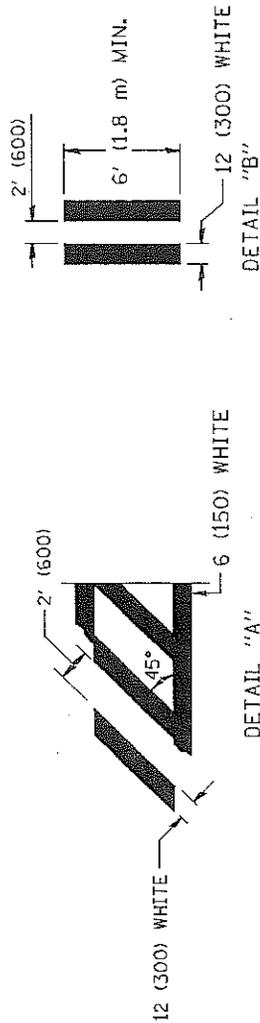
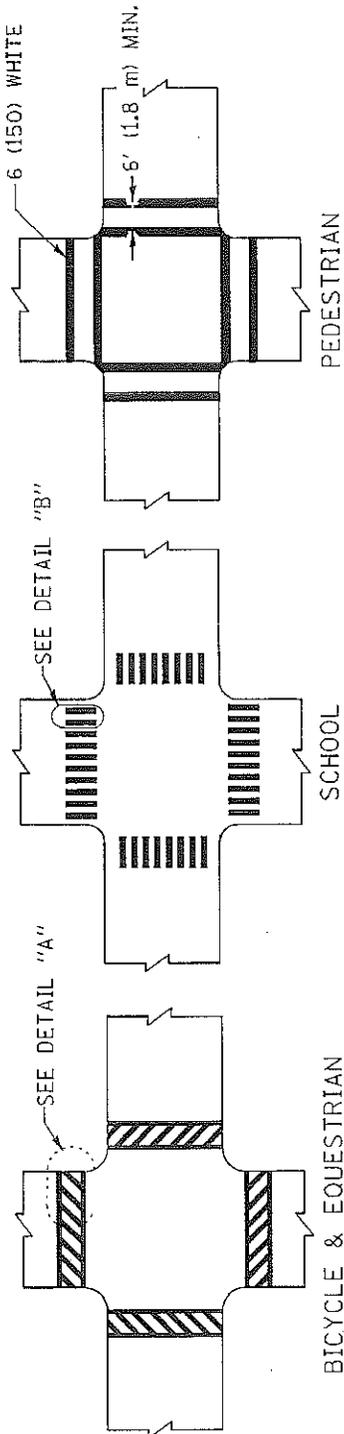
TYPICAL BUTT JOINT AND HMA TAPER FOR MILLING AND RESURFACING

FILE NO.	DESIGNED BY	DATE	SECTION	COUNTY	SHEET NO.	TOTAL SHEETS
111-10-100-000	M. DE TORG	05-13-90	BUTT JOINT AND HMA TAPER DETAILS	COOK	10	10
DESIGNED BY	REVISION	DATE	BY	NO.	DESCRIPTION	
M. DE TORG	A. ADAMS	02-22-91				
	M. CORZ	04-05-91				
	B. BOND	04-01-91				

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 Civil Engineers / Municipal Consultants

PROJECT CITY OF BERWYN, ILLINOIS
 13TH STREET CDBG
 PAVEMENT & SEWER REPLACEMENT
 HUD ACTIVITY NOS. 557, 558, 575 & 576

CROSSWALK LINES (PEDESTRIAN) A. DIAGONALS (BIKE & EQUESTRIAN) B. LONGITUDINAL BARS (SCHOOL)	2 @ 6 (150) 12 (300) @ 45° 12 (300) @ 90°	SOLID SOLID SOLID	WHITE WHITE WHITE	NOT LESS THAN 6' (1.8 m) APART 2' (600) APART 2' (600) APART SEE TYPICAL CROSSWALK MARKING DETAILS.
STOP LINES	24 (600)	SOLID	WHITE	PLACE 4' (1.2 m) IN ADVANCE OF AND PARALLEL TO CROSSWALK, IF PRESENT. OTHERWISE, PLACE AT DESIRED STOPPING POINT. PARALLEL TO CROSSROAD CENTERLINE, WHERE POSSIBLE



TYPICAL CROSSWALK MARKING

DISTRICT ONE TYPICAL PAVEMENT MARKINGS

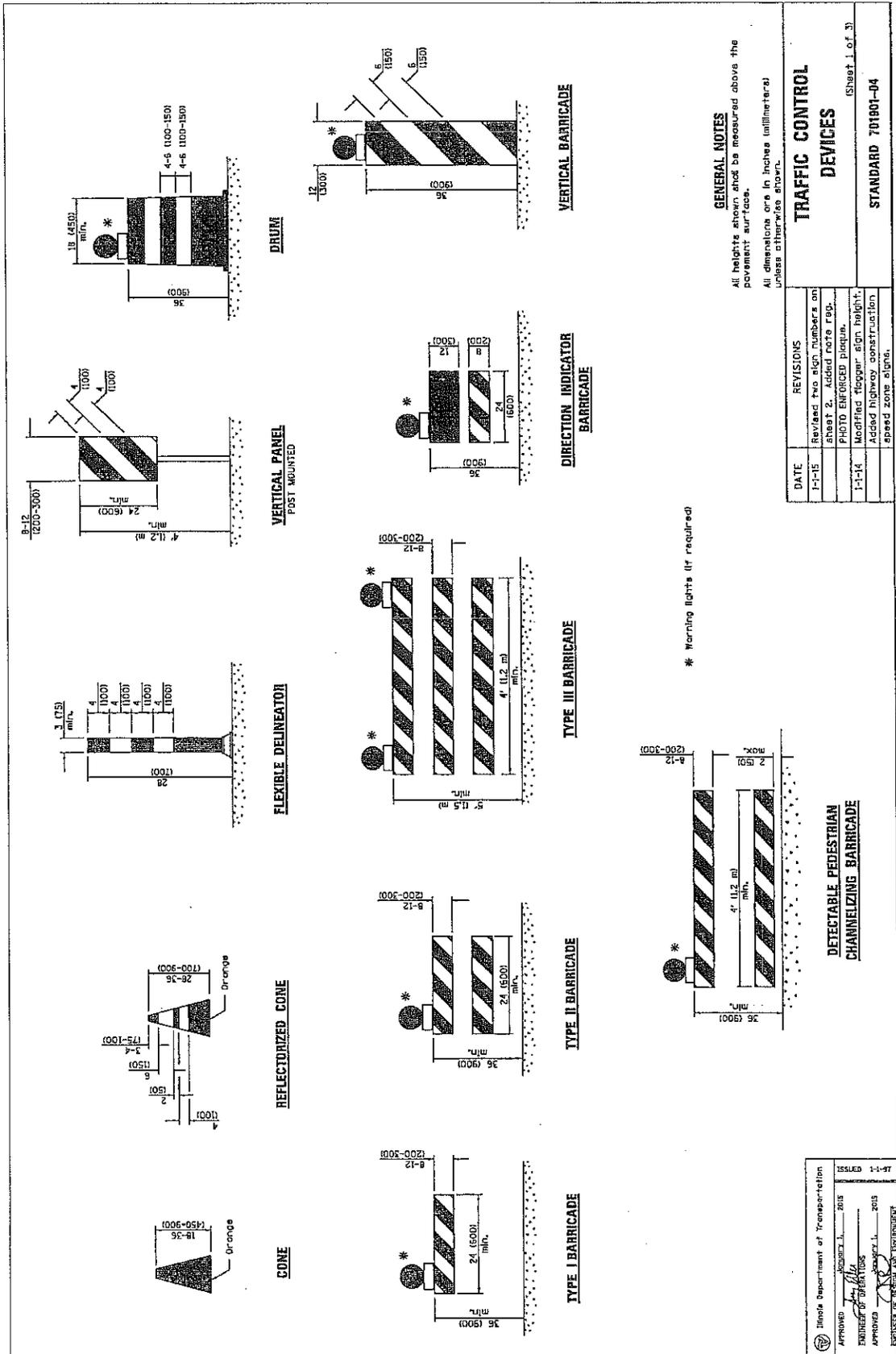


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PROJECT

CITY OF BERWYN, ILLINOIS
13TH STREET CDBG
PAVEMENT & SEWER REPLACEMENT
HUD ACTIVITY NOS. 557, 558, 575 & 576



GENERAL NOTES
 All heights shown and to be measured above the pavement surface.
 All dimensions are in inches (millimeters) unless otherwise shown.

TRAFFIC CONTROL DEVICES	
DATE	REVISIONS
1-1-15	Revised two sign numbers on sheet 2. Added note re: PHOTO ENFORCED PLIQUE.
1-1-14	Modified flagger sign height. Added highway construction speed zone sign.
STANDARD 701901-04 (Sheet 1 of 3)	

APPROVED	ISSUED
PROJECT NO. 2015	1-1-17
APPROVED BY [Signature]	
APPROVED BY [Signature]	
ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF SIGNAGE AND PAVEMENT MARKINGS	

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PROJECT CITY OF BERWYN, ILLINOIS
 13TH STREET CDBG
 PAVEMENT & SEWER REPLACEMENT
 HUD ACTIVITY NOS. 557, 558, 575 & 576

ROAD CONSTRUCTION NEXT X MILES
 020-110401-6036

END CONSTRUCTION
 020-1105101-6024

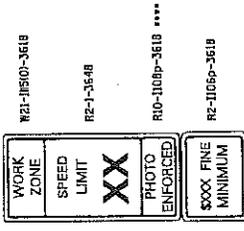
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (152 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



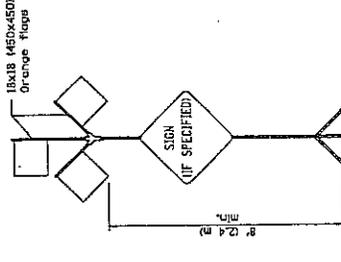
Sign assembly as shown on Standards or as called by District Operations.

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

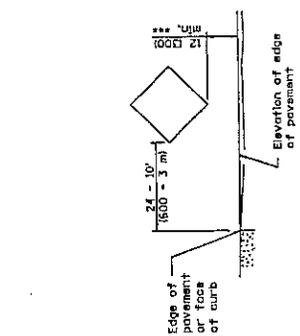
HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

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

TRAFFIC CONTROL DEVICES
 STANDARD 701901-04
 (Sheet 2 of 3)

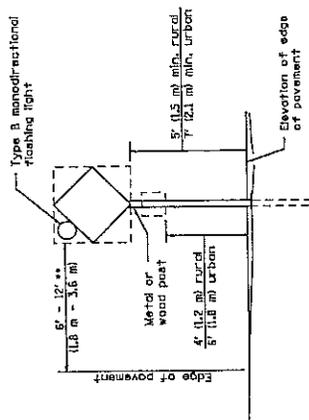


HIGH LEVEL WARNING DEVICE



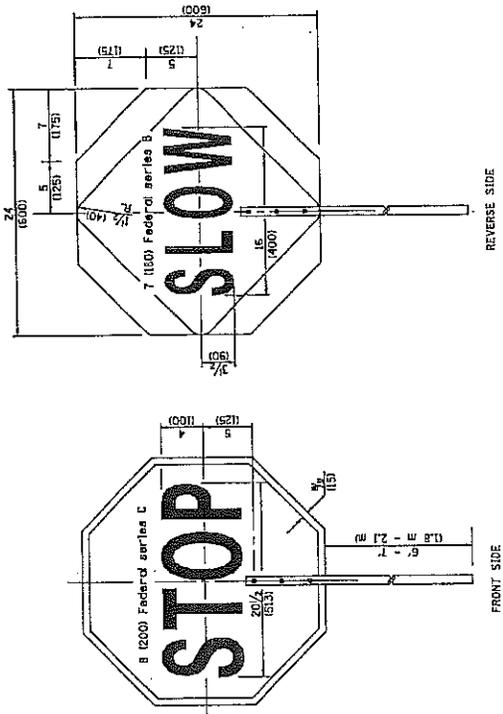
SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other signs, the sign shall be completely above the devices.



POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the edge of the paved shoulder.



FLAGGER TRAFFIC CONTROL SIGN

Illinois Department of Transportation
 ISSUED 1-1-97
 APPROVED: [Signature] 2015
 ENGINEER OF OPERATIONS
 APPROVED: [Signature] 2015
 ASSISTANT CHIEF OF POLICE



Frank Novotny & Associates, Inc.

825 Midway Drive • Willowbrook, IL • 60527 • Telephone: (630) 897-8640 • Fax: (630) 897-0132
 Illinois Professional Design Firm No. 184-000928

PROJECT

CITY OF BERWYN, ILLINOIS
 13TH STREET CDBG
 PAVEMENT & SEWER REPLACEMENT
 HUD ACTIVITY NOS. 557, 558, 575 & 576

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control Protection Standards when roadway traffic is affected.

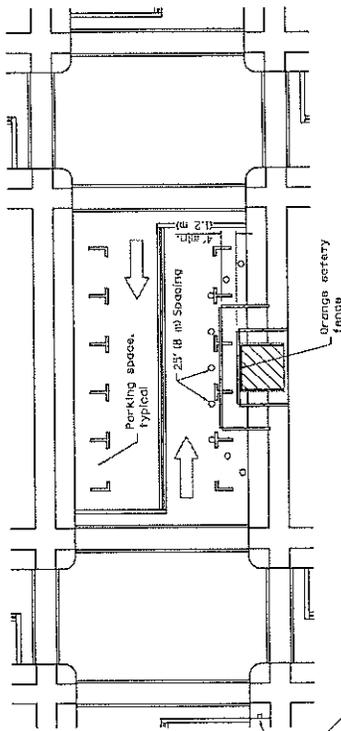
Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be used at the access crossover or intersection to each end of the closure. When the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED sign shall be used at the ends of the barricades.

Type barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail Standard 701801.

All dimensions are in inches (millimeter).

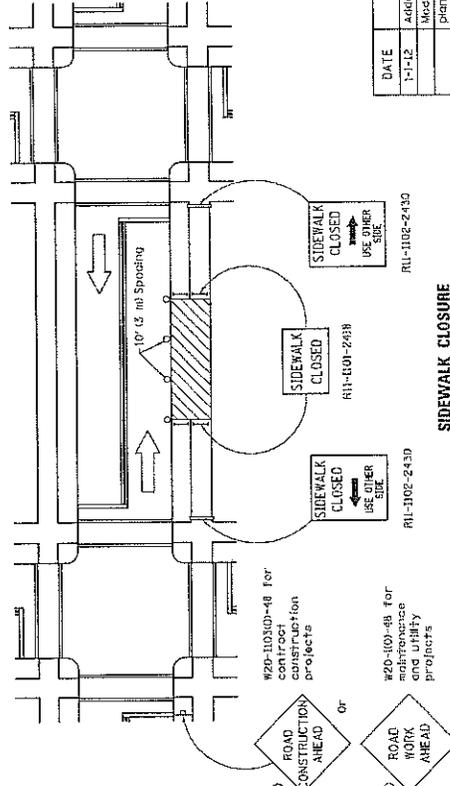


① W20-10310-48 for contract construction projects

or

① W20-101-48 for maintenance and utility projects

SIDEWALK DIVERSION



① W20-10310-48 for contract construction projects

or

① W20-101-48 for maintenance and utility projects

SIDEWALK CLOSURE

SYMBOLS

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

DATE	REVISIONS
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views. Retained Std.
1-1-00	Switched units to English Imperial.
	702001 to 701801.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

STANDARD 701801-05

APPROVED: [Signature]
 ENGINEER OF SAFETY ENGINEERING
 APPROVED: [Signature]
 PROJECT SUPERVISOR AND VENDOR/INSTALLER

ISSUED 1-1-97

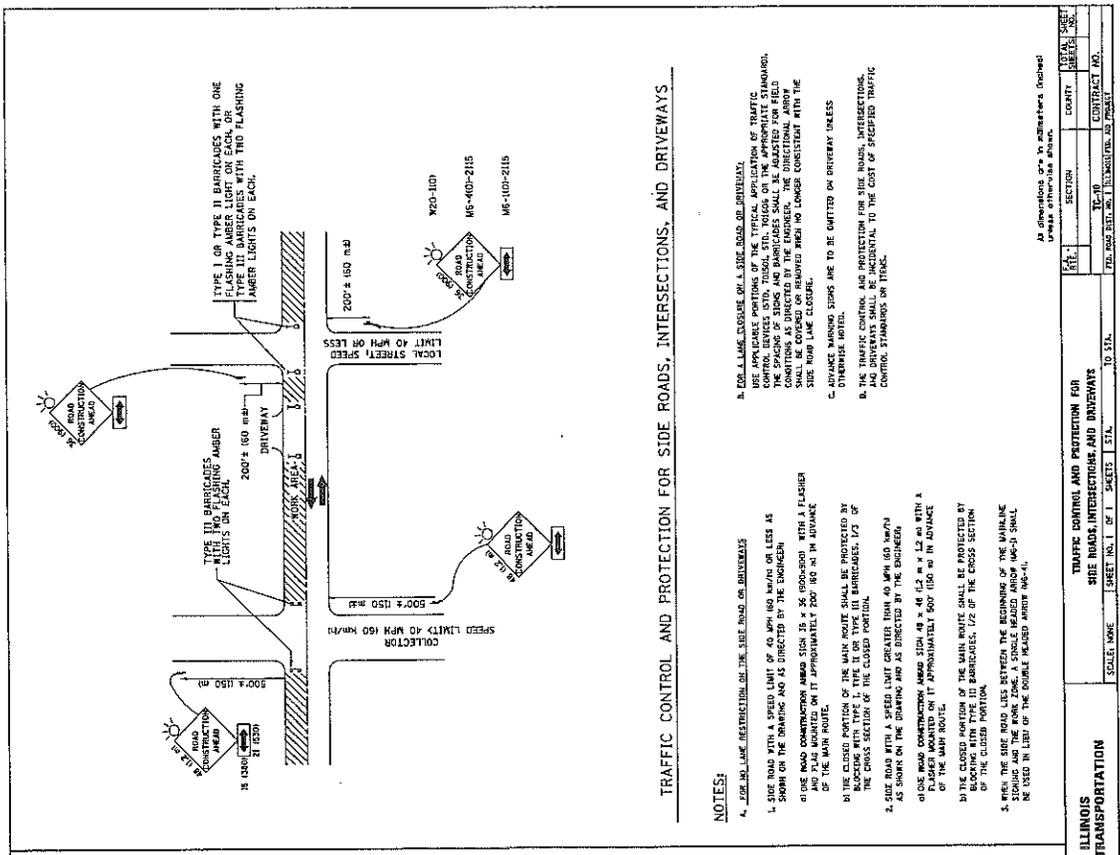


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 Illinois Professional Design Firm No. 184-006928

PROJECT

CITY OF BERWYN, ILLINOIS
13TH STREET CDBG
PAVEMENT & SEWER REPLACEMENT
HUD ACTIVITY NOS. 557, 558, 575 & 576



TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

NOTES:

1. SIDE ROAD WITH A SPEED LIMIT OF 40 MPH OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER.
 2. SIDE ROAD CONSTRUCTION AHEAD SIGN IS TO BE INSTALLED WITH A FLASHER AS SHOWN ON THE DRAWING AT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
 3. IN THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BARRICADES WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
 4. SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (64 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER.
 5. ONE ROAD CONSTRUCTION AHEAD SIGN, 48" x 48" (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT, APPROXIMATELY 300' (90 m) IN ADVANCE OF THE MAIN ROUTE.
 6. IN THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BARRICADES WITH TYPE II BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
 7. WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE STOPPING AND THE WORK ZONE, A SINGLE BEARED AHEAD (MS-1) SHALL BE USED IN LIEU OF THE DOUBLE BEARED AHEAD (MS-1).
- A. FOR A LARGE DIVERSION ON A SIDE ROAD OR DRIVEWAY USE THE SIGNAGE WITH THE SIGNAGE ON THE MAIN ROUTE. THE SPACING OF SIGNS AND BARRICADES SHALL BE ADJUSTED FOR FIELD CONDITIONS AS DIRECTED BY THE ENGINEER. THE SIGNAGE SHALL BE CONSISTENT WITH THE SIDE ROAD LANE CLOSURE.
 - B. ADVANCE WARNING SIGNS ARE TO BE INSTALLED ON DRIVEWAY UNLESS OTHERWISE NOTED.
 - C. THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCIDENTAL TO THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS ON THESE.

10. Dimensions are in feet unless otherwise shown.

DESIGNED BY	11/14	REVISION	- J. DOUBLE 10-10-05
DRAWN BY	11/14	REVISION	- A. MURPHY 10-11-06
CHECKED BY	11/14	REVISION	- T. BAMAACHER 10-10-06
DATE	11/14	REVISION	-
USER NAME	11/14	REVISION	-
PROJECT NAME	CITY OF BERWYN, ILLINOIS	SECTION	SECTION
PROJECT NO.	13TH STREET CDBG	TOTAL SHEETS	TOTAL SHEETS
PROJECT NO.	PAVEMENT & SEWER REPLACEMENT	CONTRACT NO.	CONTRACT NO.
PROJECT NO.	HUD ACTIVITY NOS. 557, 558, 575 & 576	SCALE	SCALE
PROJECT NO.		SHEET NO. OF 1 SHEETS	1 OF 1
PROJECT NO.		DATE	11/14



Frank Novotny & Associates, Inc.

885 Midway Drive • Willowbrook, IL • 60527 • Telephone: (630) 887-8640 • Fax: (630) 887-0132
 Illinois Professional Design Firm No. 184-000938

PROJECT

CITY OF BERWYN, ILLINOIS
13TH STREET CDBG
PAVEMENT & SEWER REPLACEMENT
HUD ACTIVITY NOS. 557, 558, 575 & 576

PROPOSAL BID BOND

RETURN WITH BID

OWNER: City of Berwyn
PROJECT: 13th Street CDBG – Pavement
& Sewer Replacement
PROJECT NO. 14224

WE _____

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

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

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

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

IN TESTIMONY WHEREOF, the said **PRINCIPAL** and the said **SURETY** have caused this instrument to be signed by their respective officers this _____ day of _____ A.D., 2015.

PRINCIPAL

(Company Name)

(Company Name)

BY: _____

BY: _____

(Signature & Title)

(Signature & Title)

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

SURETY

(Name of Surety)

BY: _____
(Signature of Attorney-In-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

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

_____ who are each personally
(Insert names of individuals signing on behalf of **PRINCIPAL** & **SURETY**)

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

Given under my hand and notarial seal this _____ day of _____ A.D., 2015.

NOTICE
1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires _____

Notary Public

RETURN WITH BID

PROPOSAL	Owner:	CITY OF BERWYN
	Township:	BERWYN
	County:	COOK
	Project No.	14224

1. PROPOSAL OF: _____

(Name and Address of Bidder)

and consists of parkway excavation; HMA surface removal; curb and gutter removal & replacement; alley pavement removal & replacement; sidewalk removal & replacement; driveway pavement removal & replacement; structure adjustments & replacement; combined sewer replacement and lining; HMA surface course replacement; pavement markings; topsoil & sod; parkway restoration, and all appurtenant construction on 13th Street in the City.

2. The Specifications for the proposed improvement are those prepared by **FRANK NOVOTNY & ASSOCIATES, INC., 825 Midway Drive, Willowbrook, Illinois 60527**, and which Plans and/or Specifications are designated as:

13th STREET CDBG – PAVEMENT & SEWER REPLACEMENT
HUD Activity Nos. 557, 558, 575 & 576

3. The general requirements and covenants that will govern over this project are those prepared by the Illinois Department of Transportation, and included in the "Standard Specifications for Road and Bridge Construction", adopted and in effect on the date of the Notice to Contractors.

4. The undersigned agrees to complete the work **by June 26, 2015**, unless additional time is granted in accordance with the Specifications.

5. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the **City Treasurer** of the **City of Berwyn**. The amount of the Bid Security is:

(In Writing) _____ (_____)
(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

6. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.

7. Each pay item should have a unit price and a total price.

8. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.

9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.

13. The undersigned submits herewith his "Schedule of Prices", **on the forms included in this section**, covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that, if not so done, his Proposal may be rejected as irregular.

RETURN WITH BID

PROPOSAL, Cont'd.

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Trench Backfill, Compacted	630 CU YD	\$ _____	\$ _____
2	Earth Excavation - Parkway	150 CU YD	\$ _____	\$ _____
3	Hot-Mix Asphalt Surface Removal, 2"	11000 SQ YD	\$ _____	\$ _____
4	Hot-Mix Asphalt Surface Removal, Butt Joint	300 SQ YD	\$ _____	\$ _____
5	Bituminous Materials (Prime Coat)	10000 POUND	\$ _____	\$ _____
6	Leveling Binder (Machine Method), N50	70 TON	\$ _____	\$ _____
7	Hot-Mix Asphalt Surface Course, Mix "D", N50	1270 TON	\$ _____	\$ _____
8	Course Aggregate, Grade CA-6	180 TON	\$ _____	\$ _____
9	Portland Cement Concrete Driveway Pavement, 7 Inch	70 SQ YD	\$ _____	\$ _____
10	Portland Cement Concrete Alley Pavement, 8 Inch	30 SQ YD	\$ _____	\$ _____
11	Detectable Warnings (Special)	1200 SQ FT	\$ _____	\$ _____
12	Portland Cement Concrete Sidewalk, 5 Inch	13100 SQ FT	\$ _____	\$ _____
13	Pavement Removal	330 SQ YD	\$ _____	\$ _____
14	Driveway Pavement Removal	70 SQ YD	\$ _____	\$ _____
15	Sidewalk Removal (Special)	13100 SQ FT	\$ _____	\$ _____
16	Combination Concrete Curb And Gutter Removal	2500 FOOT	\$ _____	\$ _____
17	Concrete Curb, Type B, Special	600 FOOT	\$ _____	\$ _____
18	Combination Concrete Curb And Gutter	2500 FOOT	\$ _____	\$ _____
19	Storm Sewers, Class B, Type 2, (PVC SDR 26), 8"	500 FOOT	\$ _____	\$ _____
20	Thermoplastic Plastic Pavement Marking - Line 6"	250 FOOT	\$ _____	\$ _____
21	Thermoplastic Plastic Pavement Marking - Line 24"	350 FOOT	\$ _____	\$ _____
22	Class D Patches, Type II, 8"	50 SQ YD	\$ _____	\$ _____
23	Class D Patches, Type III, 8"	400 SQ YD	\$ _____	\$ _____
SUB - TOTAL:				\$ _____

RETURN WITH BID

PROPOSAL, Cont'd.

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	SUB-TOTAL BROUGHT FORWARD.....			\$ _____
24	Class D Patches, Type IV, 8"	800 SQ YD	\$ _____	\$ _____
25	Connection To Existing Structure	22 EACH	\$ _____	\$ _____
26	Catch Basins, Type A, 3' Dia.	5 EACH	\$ _____	\$ _____
27	Catch Basins, Type C	17 EACH	\$ _____	\$ _____
28	Removing Catch Basins	19 EACH	\$ _____	\$ _____
29	Frames and Lids, Type 1, Closed Lid	18 EACH	\$ _____	\$ _____
30	Frames and Lids, Type 1, Open Lid	7 EACH	\$ _____	\$ _____
31	Valve Box, 6"	1 EACH	\$ _____	\$ _____
32	Valve Box to be Adjusted	6 EACH	\$ _____	\$ _____
33	Catch Basins to be Adjusted	7 EACH	\$ _____	\$ _____
34	Frames and Lids To Be Adjusted (Special)	18 EACH	\$ _____	\$ _____
35	Recessed Reflective Pavement Marker	20 EACH	\$ _____	\$ _____
36	Concrete Fill	2500 FOOT	\$ _____	\$ _____
37	Topsoil Furnish and Place, 4"	1300 SQ YD	\$ _____	\$ _____
38	Sodding, Special	1300 SQ YD	\$ _____	\$ _____
39	Combined Sewer Replacement and Lining	1 L SUM	50,000.00	50,000.00
40	Traffic Control and Protection	1 L SUM	\$ _____	\$ _____
41	Insurance Provisions - Complete	1 L SUM	\$ _____	\$ _____
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$ _____

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

Phone Number _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Phone Number _____

Insert Names and Addresses
Of All Partners: _____

(If a corporation)

Corporate Name _____

Signed By _____ **President**

Business Address _____

Phone Number _____

Federal Tax ID # _____

Insert Names of Officers:

President _____

Secretary _____

Treasurer _____

Attest: _____

Corporate Secretary

(S E A L)

RETURN WITH BID

CERTIFICATE OF UNDERSTANDING
REGARDING
HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS

OWNER: City of Berwyn PROJECT NO.: 14224
PROJECT DESCRIPTION: 13th Street CDBG – Pavement & Sewer Replacement
HUD Activity Nos. 557, 558, 575 & 576

THIS IS TO CERTIFY THAT I, _____, President/Principal/Partner of _____ (hereinafter referred to as the "Contractor"), have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

I, **FURTHER AGREE AND CERTIFY**, that if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the City of Berwyn, the Engineer, Frank Novotny & Associates, Inc., and any and all other entities so named in said "Insurance Requirements" section.

I, **FURTHER UNDERSTAND**, that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

FINALLY, I UNDERSTAND AND AGREE, that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

Dated this _____ day of _____, 2015.

CONTRACTOR'S NAME:

ADDRESS

WITNESS:

SIGNED BY: _____

(President/Principal/Partner)

BY: _____

(SECRETARY/NOTARY)

(Typed/Printed Name)

(S E A L)

RETURN WITH BID

CONTRACTOR'S BID RIGGING CERTIFICATION

As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) _____

(Print Name of Contractor)

a _____ (Corporation, Partnership) _____ (Sole Proprietorship)

as part of his/its bid on this Contract hereby certifies that the Contractor is not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

Dated: _____

By: _____
(Signature)

Title: _____

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: _____

Contractor: _____

By: _____
(Signature)

Title: _____

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

RETURN WITH BID

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- A. Publishing a statement:
- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug-free awareness program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
 - 2) the grantee's or Contractor's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.

RETURN WITH BID

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION, Cont'd.

- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

Dated: _____

Contractor: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

STATE OF ILLINOIS
COUNTY OF _____ } ss

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

RETURN WITH BID

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

(complete either A or B below)

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

RETURN WITH BID

CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION

_____ ("Contractor"), having submitted a bid/proposal for *13th Street CDBG – Pavement & Sewer Replacement, HUD Activity Nos. 557, 558, 575 & 576*, to the City of Berwyn hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

Dated: _____

Contractor: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

RETURN WITH BID

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the **City of Berwyn** hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1-4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE, Cont'd.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Continued)

Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS FOR NONSEGREGATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.C Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this _____ day of _____, 2015 by:

Firm Name: _____

By: _____

Title: _____

Seller

NOTE: CONTRACTOR MUST COMPLETE THIS FORM!!

