166

Letting March 8, 2019

Notice to Bidders, Specifications and Proposal



Contract No. 61F40 WILL County Section 15-00059-00-PV (Bolingbrook) Route KINGS ROAD Project XKHT-112 () District 1 Construction Funds

Prepared by

Checked by

Illinois Department of Transportation

NOTICE TO BIDDERS

- TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. March 8, 2019 at which time the bids will be publicly opened from the iCX SecureVault.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 61F40
WILL County
Section 15-00059-00-PV (Bolingbrook)
Project XKHT-112 ()
Route KINGS ROAD
District 1 Construction Funds

Construct an extension of Kings Road from Rodeo Drive to Hassert Boulevard in Bollingbrook.

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Matt Magalis, Acting Secretary

CONTRACT 61F40

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2019

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

ERRATA Standard Specifications for Road and Bridge Construction

(Adopted 4-1-16) (Revised 1-1-19)

SUPPLEMENTAL SPECIFICATIONS

<u>Sta. Spe</u>	<u>ec. Sec.</u>	Page No.
106	Control of Materials	1
107	Legal Regulations and Responsibility to Public	2
403	Bituminous Surface Treatment (Class A-1, A-2, A-3)	3
404	Micro-Surfacing and Slurry Sealing	
405	Cape Seal	
406	Hot-Mix Asphalt Binder and Surface Course	
420	Portland Cement Concrete Pavement	26
424	Portland Cement Concrete Sidewalk	28
442	Pavement Patching	29
502	Excavation for Structures	30
503	Concrete Structures	32
504	Precast Concrete Structures	35
542	Pipe Culverts	
586	Sand Backfill for Vaulted Abutments	37
602	Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and	
	Reconstruction	
630	Steel Plate Beam Guardrail	
631	Traffic Barrier Terminals	
670	Engineer's Field Office and Laboratory	
701	Work Zone Traffic Control and Protection	
704	Temporary Concrete Barrier	46
780	Pavement Striping	
781	Raised Reflective Pavement Markers	
888	Pedestrian Push-Button	
1001	Cement	
1003	Fine Aggregates	
1004	Coarse Aggregates	
1006	Metals	
1020	Portland Cement Concrete	
1043	Adjusting Rings	
1050	Poured Joint Sealers	
1069	Pole and Tower	
1077	Post and Foundation	
1096	Pavement Markers	
1101	General Equipment	67
1102	Hot-Mix Asphalt Equipment	68
1103	Portland Cement Concrete Equipment	
1105	Pavement Marking Equipment	
1106	Work Zone Traffic Control Devices	74

RECURRING SPECIAL PROVISIONS

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

CHE	CK SE	<u>HEET#</u>	<u>PAGE NO</u>
1	Χ	Additional State Requirements for Federal-Aid Construction Contracts	75
2	Χ	Subletting of Contracts (Federal-Aid Contracts)	78
3	Χ	EEO	
4		Specific EEO Responsibilities Non Federal-Aid Contracts	
5		Required Provisions - State Contracts	94
6		Asbestos Bearing Pad Removal	
7		Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	101
8		Temporary Stream Crossings and In-Stream Work Pads	102
9		Construction Layout Stakes Except for Bridges	103
10	Χ	Construction Layout Stakes	106
11		Use of Geotextile Fabric for Railroad Crossing	109
12		Subsealing of Concrete Pavements	111
13		Hot-Mix Asphalt Surface Correction	
14		Pavement and Shoulder Resurfacing	
15		Patching with Hot-Mix Asphalt Overlay Removal	118
16		Polymer Concrete	120
17		PVC Pipeliner	
18		Bicycle Racks	
19		Temporary Portable Bridge Traffic Signals	125
20		Work Zone Public Information Signs	
21	Χ	Nighttime Inspection of Roadway Lighting	
22		English Substitution of Metric Bolts	
23		Calcium Chloride Accelerator for Portland Cement Concrete	
24		Quality Control of Concrete Mixtures at the Plant	
25	Χ	Quality Control/Quality Assurance of Concrete Mixtures	
26		Digital Terrain Modeling for Earthwork Calculations	
27		Reserved	
28		Preventive Maintenance – Bituminous Surface Treatment (A-1)	
29		Reserved	
30		Reserved	
31		Reserved	
32		Temporary Raised Pavement Markers	
33		Restoring Bridge Approach Pavements Using High-Density Foam	
34		Portland Cement Concrete Inlay or Overlay	
35		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	175

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

<u>CHECK SH</u>	<u>IEET</u>	- 	PAGE NO
LRS1		Reserved	179
LRS2		Furnished Excavation	180
LRS3	Χ	Work Zone Traffic Control Surveillance	181
LRS4		Flaggers in Work Zones	182
LRS5		Contract Claims	183
LRS6		Bidding Requirements and Conditions for Contract Proposals	184
LRS7		Bidding Requirements and Conditions for Material Proposals	190
LRS8		Reserved	196
LRS9		Bituminous Surface Treatments	
LRS10		Reserved	198
LRS11		Employment Practices	199
LRS12		Wages of Employees on Public Works	201
LRS13		Selection of Labor	
LRS14		Paving Brick and Concrete Paver Pavements and Sidewalks	204
LRS15		Partial Payments	207
LRS16		Protests on Local Lettings	208
LRS17		Substance Abuse Prevention Program	209
LRS18		Multigrade Cold Mix Asphalt	210

INDEX OF SPECIAL PROVISIONS

LOCATION OF IMPROVEMENTS	.1
DESCRIPTION OF IMPROVEMENTS	.1
CLEARING	.1
HOURS OF WORK	.2
RECONSTRUCT SANITARY MANHOLE	.2
PIPE UNDERDRAINS, TYPE 2, 4"	.2
EARTH EXCAVATION	.2
CHANNEL EXCAVATION.	.3
STRUCTURE EXCAVATION	.3
PIPE CULVERT REMOVAL	.3
PCC BASE COURSE 4"	.3
SAWCUTTING / WHEELCUTTING	.4
BEDROCK EXCAVATION	.4
TURF REINFORCEMENT MAT	.4
COMPLETION DATE PLUS WORKING DAYS	.5
CONCRETE STRUCTURES	.5
DRAINAGE SYSTEM	.6
PRECAST CONCRETE SUBSTRUCTURE	.6
NAME PLATES	.7
CLASS SI CONCRETE (MISCELLANEOUS)	.7
PIPE HANDRAILS	.7
SANITARY SEWERS	.7
THREE-SIDED PRECAST CONCRETE STRUCTURES (28'x8')	8.
FORM LINER TEXTURED SURFACE&STAINING CONCRETE STRUCTURES	.10
SUPPLEMENTAL WATERING	.14
PLANTING TREES	.15

BIKE PATH REMOVAL	17
HANDHOLE (SPECIAL)	17
LIGHTING CONTROL CABINET	17
TYPE 1, 2, 3 OR 4 LIGHTING UNIT	19
WEED CONTROL, PRE-EMERGENT GRANULAR HERBICID	20
CONCRETE FOUNDATIONS	21
FULL-ACTUATED CONTROLLER AND CABINET	21
UNINTERRUPTABLE POWER SUPPLY, SPECIAL	23
TRAFFIC SIGNAL GENERAL REQUIREMENTS (D1 LR)	27
TRAFFIC SIGNAL POST	37
MAST ARM ASSEMBLY AND POLE	37
HANDHOLES	37
SERVICE INSTALLATION (TRAFFIC SIGNALS)	39
ELECTRIC CABLE	41
GROUNDING OF TRAFFIC SIGNAL SYSTEMS	41
PEDESTRIAN PUSH-BUTTON POST	43
PEDESTRIAN PUSH-BUTTON	43
LIGHT EMITTING DIODE (LED) SIGNAL HEAD & OPTICALLY PROGRAMMED LED SIGNAL HEAD	44
LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD	47
LED INTERNALLY ILLUMINATED STREET NAME SIGN	49
EMERGENCY VEHICLE PRIORITY SYSTEM	52
EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO.20, 3/C	53
PLUG EXISTING SANITARY SEWER	53
ABANDON FILL EXISTING SANITARY MANHOLE	53
TRAFFIC CONTROL PLAN	54
MAINTENANCE OF ROADWAYS	54
ADJUSTMENTS AND RECONSTRUCTIONS	55

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)56	
COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND	
BEDDING (D-1)57	
RECLAIMED ASPHALT PAVEMENT AND SHINGLES (D-1)57	
HMA MIXTURE DESIGN REQUIREMENTS (D-1)66	
EMBANKMENT II	
AGGREGATE SUBGRADE IMPROVEMENT (D-1)73	
PUBLIC CONVENIENCE AND SAFETY (D-1)75	
STATUS OF UTILITIES (D-1)76	
GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)78	
TEMPORARY INFORMATION SIGNING (D-1)80	
FRICTION AGGREGATE (D-1)81	
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES84	
DRILL AND GROUT BARS94	
VIDEO VEHICLE DETECTION SYSTEM COMPLETE INTERSECTION95	
AVAILABLE REPORTS96	
IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING97	
LR107-4 - SPECIAL PROVISION FOR INSURANCE99	
IEPA SANITARY SEWER PERMIT, PERMIT No. 2018-HB-63485100	
FLOODWAY PERMIT No. DIL-18-007101	
U.S. ARMY CORPS OF ENGINEERS, PERMIT No. LRC-2018-00196	
WILL-SOUTH COOK COUNTY SOIL AND WATER CONSERVATION DISTRICT, PERMIT #18-456113	
UNCONTAMINATED SOIL CERTIFICATION, LPC-663115	,

BDE SPECIAL PROVISIONS

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

	<u>File</u> Name	<u>Pg.</u>	Special Provision Title	<u>Effective</u>	Revised
=	80099 80274		Accessible Pedestrian Signals (APS) Aggregate Subgrade Improvement	April 1, 2003 April 1, 2012	Jan. 1, 2014 April 1, 2016
	80192		Automated Flagger Assistance Device	Jan. 1, 2008	7 tp 1, 2010
	80173	136	X Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80241		Bridge Demolition Debris	July 1, 2009	3 , :
	50261		Building Removal-Case I (Non-Friable and Friable Asbest		April 1, 2010
	50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5049I		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
*	80404		Coarse Aggregate Quality for Micro-Surfacing and Cape S	•	
	80384	138	X Compensable Delay Costs	June 2, 2017	
	80198		Completion Date (via calendar days)	April 1, 2008	
	80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	1 1 4 0040
	80293		Concrete Box Culverts with Skews > 30 Degrees and Des Feet		July 1, 2016
	80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80277		Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
	80261	142	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
4	80387	4.45	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	M 0 0040
•	80029	145	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80402	156	X Disposal Fees	Nov. 1, 2018	lan 1 2019
*	80378 80405	158	X Dowel Bar Inserter Elastomeric Bearings	Jan. 1, 2017 Jan. 1, 2019	Jan. 1, 2018
	80388	165	X Equipment Parking and Storage	Nov. 1, 2017	
	80229	103	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80304		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
	80246	166	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	Aug. 1, 2018
*	80406		Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT Projects)		7.0g, 20.0
*	80398		Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Jan. 1, 2019
	80399	168	X Hot-Mix Asphalt – Oscillatory Roller	Aug. 1, 2018	Nov. 1, 2018
	80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	Aug. 1, 2018
*	80383		Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	Jan. 1, 2019
	80376	170	X Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
	80392	171	X Lights on Barricades	Jan. 1, 2018	
	80336		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
*	80393	173	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	Mar. 1, 2019
	80400	175	Mast Arm Assembly and Pole	Aug. 1, 2018	4 0044
	80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
	80394		Metal Flared End Section for Pipe Culverts	Jan. 1, 2018	April 1, 2018
	80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
	80349	176	Pavement Marking Blackout Tape X Pavement Marking Removal	Nov. 1, 2014	April 1, 2016
	80371 80390	176 177	X Pavement Marking Removal X Payments to Subcontractors	July 1, 2016 Nov. 2, 2017	
	80389	177	X Portland Cement Concrete	Nov. 2, 2017 Nov. 1, 2017	
	80359	170	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2017
	80401		Portland Cement Concrete Pavement Connector for	April 1, 2013 Aug. 1, 2018	140V. 1, 2017
	00 101		Bridge Approach Slab	7 tag. 1, 2010	
			Shage / ipprodon olds		

	<u>File</u>	<u>Pg.</u>		Special Provision Title	Effective	Revised
	<u>Name</u> 80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
	80328	179	Χ	Progress Payments	Nov. 2, 2013	
	3426I			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
*	80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2019
*	80407			Removal and Disposal of Regulated Substances	Jan. 1, 2019	
	80395			Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
	80340			Speed Display Trailer	April 2, 2014	Jan. 1, 2017
	80127	180	Χ	Steel Cost Adjustment	April 2, 2014	Aug. 1, 2017
*	80408	183	Χ	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
	80397	184	Χ	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	185	Χ	Subcontractor Mobilization Payments	Nov. 2, 2017	
	80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
	80298			Temporary Pavement Marking	April 1, 2012	April 1, 2017
	20338	186	Χ	Training Special Provision	Oct. 15, 1975	
	80403	189	Χ	Traffic Barrier Terminal, Type 1 Special	Nov. 1, 2018	
*	80409	190	Χ	Traffic Control Devices – Cones	Jan. 1, 2019	
*	80410			Traffic Spotters	Jan. 1, 2019	
	80318			Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
	80288	191	Χ	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
	80302	193	Χ	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
	80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2019 Supplemental Specifications and Recurring Special Provisions.

<u>File</u>	Special Provision Title	New Location	Effective	Revised
<u>Name</u>				
80382	Adjusting Frames and Grates	Articles 602.02(s) and (t), 1043.04, and 1043.05	April 1, 2017	
80366	Butt Joints	Article 406.08(c)	July 1, 2016	
80386	Calcium Aluminate Cement for Class PP-5 Concrete Patching	Article 1001.01(e)	Nov. 1, 2017	
80396	Class A and B Patching	Articles 442.06(a)(1) and (2)	Jan. 1, 2018	Nov. 1, 2018
80377	Portable Changeable Message Signs	Articles 701.20(h) and 1106.02(i)	Nov. 1, 2016	April 1, 2017
80385	Portland Cement Concrete Sidewalk	Article 424.12	Aug. 1, 2017	

STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation's (IDOT) "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the "Supplemental Specifications and Recurring Special Provisions", latest edition as indicated on the Check Sheet included here in which apply to and govern the construction, and the Standard Specifications for Water and Sewer Main Construction in Illinois latest edition which apply to and govern the construction of route: Section 15-00059-00-PV, Project XKHT (112), Job C-91-232-19 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Contract Number: 61F40

LOCATION OF IMPROVEMENTS

The project is located in the Village of Bolingbrook, Will County, Illlinois on Kings Road 1350' north of the Rodeo Drive and Kings Road intersection to the intersection of Hassert Boulevard and Kings Road.

The total net and gross length of the project is 5,456 feet (1.03 miles).

DESCRIPTION OF IMPROVEMENTS

Work consists of curb and gutter, hot-mix asphalt binder and surface course, sidewalk, street lighting, storm sewer improvements, sanitary sewer relocation, striping, traffic signal, signage, guardrail, landscaping, restoration, handrail and a Three-sided precast concrete structure.

CLEARING

This work shall consist of the removal and disposal of all obstructions such as accumulation of rabbis of whatever nature, logs, shrubs, bushes, saplings, roots of the tree to be removed, grass weeks and other vegetation and stumps not paid for specifically in the plans.

Prior to commencement of the clearing operation, the Contractor and the Engineer shall inspect the site and determine the trees and bushes to prune/trim and remove. The removal shall be in accordance with applicable portions of section 201 of the standard specifications.

This work shall be considered as included in the contract unit price for each tree pruning, per unit tree removal and per cubic yard for earth excavation.

HOURS OF WORK

No work will be permitted to start prior to 7:00 AM, or after 7:00 PM, Monday to Saturday, including the start-up of heavy equipment.

RECONSTRUCT SANITARY MANHOLE

This work shall consist of reconstructing manholes with frames and lids in accordance with applicable portions of section 602 of the standard specifications, as shown in the plans, and as directed by the engineer.

The contractor shall replace precast manholes sections as directed by the engineer. All new precast manholes sections will be epoxy coated with epoxy thickness of a minimum of 80 mils, in conformance with ASTM D638 and STM D790. All new or reconstructed / adjusted sanitary manholes shall be bolt down lid and bolt down frame.

Removal and disposal of the precast manholes sections, installation of external chimney seal, seal of exterior joints as shown in the plans and details shall e constructed in the contract unit price per each reconstruct sanitary manhole.

This work will be paid for at the contract unit price per each sanitary manholes to be reconstructed, which shall be full compensation for work, materials and equipment required.

PIPE UNDERDRAINS TYPE 2, 4"

This work shall be performed in accordance with the applicable portions of Section 601 of the Standard Specifications, except as modified herein.

This work shall consist of constructing pipe drains of 4" diameter PVC perforated pipe encased in fabric, installed in a fabric lined trench backfilled with coarse aggregate at locations shown on the plans. The work will include all connection to the storm structures.

This work will be paid for at the contract unit price per foot for PIPE UNDERDRAINS TYPE 2, 4" installation. This price shall also include furnishing and installation of the drainage aggregate (18"x18"), geotechnical fabric, coring and connections to the storm structures, all material, equipment and labor necessary to complete the work.

EARTH EXCAVATION

This work shall be performed in accordance with the applicable portions of Section 202 of the Standard Specifications, except as modified herein. This work shall consists of excavation, disposal of surplus, unstable, and organic material.

The Contractor shall schedule his/her operations to complete the Tree removal, prepare the existing ground surface and check the subbase stability on 115th St proposed roadway alignment before any excavation. Suitable excavated material may be placed in fill areas or embankments, in lifts, and compacted according to section 205, and to the satisfaction of the engineer.

This work shall be paid for at the contract unit price per cubic yard for EARTH EXCAVATION. This price shall include all material, equipment and labor necessary to complete the work.

CHANNEL EXCAVATION

This work shall consist of the removal and satisfactory disposal of all materials encountered in the cutting of a new creek channel, overflow channels, widening and stabilization of the existing stream channel as shown on the plans in accordance with applicable portions of Sections 202 and 203 of the Standard Specifications and as directed by the Engineer.

The limits of channel excavation shall extend for the length of the Realigned Lily Cache Creek from top of bank on both sides. Excavated material approved by the Engineer, may be placed in fill areas and compacted according to section 205, and to the satisfaction of the engineer.

This work shall be paid for at the contract unit price per cubic yard for CHANNEL EXCAVATION. This price shall include all material, equipment and labor necessary to complete the work.

STRUCTURE EXCAVATION

This work shall be performed in accordance with the applicable portions of Section 502 and 202 of the Standard Specifications, except as modified herein. This work shall consists of excavation, disposal of surplus, unstable, and organic material. Excavated material approved by the Engineer, may be placed in fill areas and compacted according to section 205, and to the satisfaction of the engineer.

Removal and disposal of the abandoned watermain pipe will not be measured or paid separately, but considered as part of the contract unit price per cubic yard for STRUCTURE EXCAVATION.

This work shall be paid for at the contract unit price per cubic yard for STRUCTURE EXCAVATION. This price shall include all material, equipment and labor necessary to complete the work.

PIPE CULVERT REMOVAL

This work shall consist of the relocation of existing culverts and constructing temporary creek crossing at location shown on the plans or as directed by the engineer. This item shall also include furnishing, maintaining and removing filter fabric, aggregate base hot-mix asphalt required, for temporary creek crossing access, removal and disposal of the excavated material.

The work to remove, salvage and stockpile the pipe culverts at the Village public works will not be measured or paid separately, but considered as part of the contract unit price per foot for PIPE CULVERT REMOVAL.

The work will be paid for at contract unit price per foot for PIPE CULVERT REMOVAL which will include all material, equipment and labor required to complete the work.

PCC BASE COURSE 4"

This work shall be performed in accordance with applicable portions of Section 1020 of the Standard Specifications.

This work will be paid at the Contract Unit Price per square yard for PCC BASE COURSE 4", which will include all materials and labor required. The cost for expansion, control joints with all material and labor required shall be included in the cost of the associated work item and shall not be measured separately for payment.

SAWCUTTING / WHEEL CUTTING

The Contractor shall make all saw cuts required for the removal of concrete curb and gutter, concrete sidewalk, bituminous pavements or as directed by the engineer. Wheel cutting is required for rock excavation. The cost for saw cutting or wheel cutting shall be included in the cost of the associated work item and shall not be measured separately for payment.

BEDROCK EXCAVATION

This work consists of rock excavation for sanitary sewer line and footings for bridge structure according to applicable portions of Sections 202 and 252 of the Standard Specifications.

The Contractor shall evaluate and submit the method to excavate rock for approval prior to any rock excavation work. The blasting excavation method is not allowed.

The rock excavated will be placed at locations shown on the plans for proposed rip-rap A4/A5, or as directed by the Engineer. The Contractor shall perform Wheel cutting as needed to obtain the size of rock of max 19 inches.

This work will be paid for at contract unit price per cubic yard for ROCK EXCAVATION or ROCK EXCAVATION FOR STRUCTURES, which includes stockpile and placement of the excavated rock, shall be full compensation for work, materials and equipment required.

Stockpile and Placement of the excavated rock as rip rap or subbase will not be measured or paid for separately but considered as part of the contract unit price per cubic yard for ROCK EXCAVATION or ROCK EXCAVATION FOR STRUCTURES.

The wheel cutting will not be measured or paid for separately but considered as part of the contract unit price per cubic yard for Rock Excavation or Rock Excavation for Structures. Wheel cutting is required for bedrock excavation (no blasting).

The excavated bed for rip-rap is included in the contract unit price per cubic yard for EARTH EXCAVATION or STRUCTURE EXCAVATION.

TURF REINFORCEMENT MAT

This work shall be performed in accordance with the applicable portions of the Standard Specifications and installed according to the manufacturer's recommendations. Permanent Turf reinforcement mat is required to be installed at new channel and creek bank stabilization at location shown on the plans and as directed by the Engineer. Stabilization of the new channel must initiated immediately after grades are verified and approved.

The contractor must submit the proposed Permanent Turf/ Earth Reinforcement Mat System to the Village for approval at least 10 days prior to use it.

This work shall be paid for at the contract unit price per square yard for TURF REINFORCEMENT MAT. This price shall include grades preparation, Permanent Turf Reinforcement Mat, Seeding and top soil, all materials, equipment and labor necessary to complete the work.

The Contractor must maintain Permanent Turf/ Earth Reinforcement Mat System and provide watering according to the manufacturer's recommendations and the cost shall be included in the cost of the associated work item and shall not be measured separately for payment.

COMPLETION DATE PLUS WORKING DAYS

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

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, November 15th, 2019 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within _5_working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

(*The completion date for this contract shall be November 15th, 2019.)"

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

CONCRETE STRUCTURES

This work shall consist of constructing wingwalls, weir-walls and footings for the three-sided precast concrete structure according to applicable portions of Sections 503 of the Standard Specifications.

Shop drawings for footings of the three sided precast structure, wingwalls and weir-walls shall be submitted according to applicable portions of Sections 1042 and 105 of the Standard Specifications. The Contractor shall submit complete design calculations and shop drawings for wingwalls, weir-walls and footings of the three sided precast structure, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

The Contractor must submit the proposed "Ashlar Stone" pattern to the Village for approval. The form liner "Ashlar Stone" pattern must be approved prior installation of the wingwalls.

The Contractor is required to perform exploratory excavation and verify the bedrock elevations and bring to the Engineer attention any discrepancies from the elevations shown on the plans. All concrete footings must be embedded of minimum 12" into bedrock and entire space of the bedrock excavation shall be filled with concrete. Excavation in excess of dimensions shown on the plans will not be considered for payment. Wheel cutting is required for bedrock excavation. The cost for wheel cutting shall be included in the cost of the associated work item and shall not be measured separately for payment.

Bedrock excavation will be measured and paid for at contract unit price per cubic yard for ROCK EXCAVATION.

Excavation for footings, wingwalls and weir walls will be measured and paid for at contract unit price per cubic yard for STRUCTURE EXCAVATION.

ASHLAR STONE form lined surfaces will be paid for at the contract unit price per square foot for FORM LINER TEXTURED SURFACE. The staining of the form lined surfaces will be paid for at the contract unit price per square foot for STAINING CONCRETE STRUCTURES.

This work will be paid for at contract unit price per cubic yard for CONCRETE STRUCTURE which will include wingwalls, weir walls and footings for the three-sided precast concrete structure, all materials, labor and equipment required.

DRAINAGE SYSTEM

This work shall be performed in accordance with the applicable portions of Sections 601 and 1080 of the Standard Specifications, except as modified herein.

This work shall consist on constructing pipe drains of 6" diameter PVC perforated pipe at location shown on the plans, within area of drainage aggregate wrapped completely in geotechnical fabric, backfilling and compacting at structure as shown on the plans and per precast arch supplier's recommendations. The work is also including 3 ½" pipe drain between adjacent arch units at 4 locations as shown on the plans and as directed by the Engineer.

This work will be paid for at the Lump Sum price for DRAINAGE SYSTEM which will be full compensation for furnishing and installing 6" Dia and 3 ½" Dia PVC drain, drainage aggregate, geotechnical fabric and backfilling at structure, all material, equipment and labor required to complete the work.

PRECAST CONCRETE SUBSTRUCTURE

This work shall consist of furnishing and installing the precast headwalls and posts according to applicable portions of Sections 503 and 504 of the Standard Specifications. All precast headwalls and precast posts shall be produced according to the Department's latest Policy Memorandum "Quality Control/ Quality Assurance Program for Precast Products".

All joints between precast elements shall be sealed according to Article 540.06. All precast headwalls/ posts shall also be secured with an approved mechanical connection and the plates, shapes, and hardware shall be galvanized or stainless steel.

Shop drawings for precast headwall and posts shall be submitted according to applicable portions of Sections 1042 and 105 of the Standard Specifications. The Contractor shall submit complete design calculations and shop drawings for precast headwall and posts, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

The Contractor must submit the proposed "Ashlar Stone" pattern to the Village for approval. The precast headwalls cannot be fabricated until approval of the form liner "Ashlar Stone" pattern. This work will be paid for at the Lump Sum price for PRECAST CONCRETE SUBSTRUCTURE which will be full compensation for furnishing and installation of the precast headwalls and posts, all mechanical connections, site preparation, crane, joints sealing, all material, equipment and labor required to complete the work.

ASHLAR STONE form lined surfaces will be paid for at the contract unit price per square foot for FORM LINER TEXTURED SURFACE. The staining of the form lined surfaces will be paid for at the contract unit price per square foot for STAINING CONCRETE STRUCTURES.

The contractor shall obtain technical assistance from the supplier of the precast headwalls and posts in the form of onsite construction and monitoring of construction staff to ensure proper installation. In addition, if any issues related to fabrication and/or assembly arise during installation

the contractor in conjunction with the supplier of the system shall be responsible for any remedial action required to remedy the situation subject to the approval of the engineer and at no additional cost to the contract.

NAME PLATES

This work shall consist of furnishing and installing of name plates accordingly to Section 515 of the Standard Specifications as shown on the Plans or as directed by the Engineer.

This work will be paid for at the contract unit price per each for NAME PLATES.

CLASS SI CONCRETE (MISCELLANEOUS)

The work consists of excavation, removal and disposal of abandoned sanitary sewer, install forms and fill with class "SI" concrete, sanitary trench at crossing with structure footings. At elevations and locations shown on the plans and details and as directed by the Engineer.

This work will be paid for at contract unit price per cubic yard of class "SI" concrete (miscellaneous), which shall be full compensation for work, materials and equipment required.

PIPE HANDRAILS

This work shall consist of furnishing and installing the steel rail, including anchorage to precast headrails. All work shall be performed in accordance with applicable articles of section 509 of the Standard Specifications. The steel rail shall be installed in accordance with the details indicated in the Plans and as directed by the Engineer.

Materials shall be in accordance with Article 509.02 of the Standard Specifications. The railing and posts shall be finished according to the details as described in the plans.

Shop drawings of the railing should be submitted for approval according to Section 509.04 of the Standard Specifications. Fabrication, inspection, and erection of steel railing shall be according to Section 505 of the Standard Specifications. The color of the rail shall be selected and approved by the Village of Bolingbrook. Shim plates shall be provided in accordance with Article 509.05 (a).

PIPE HANDRAIL shall be measured for payment in feet of such rail in place. The length measured will be the overall length along the top longitudinal railing member through all posts and gaps.

This work shall be paid for at the contract unit price per food for PIPE HANDRAIL, which price shall be payment in full for all labor, materials, tools, equipment and appurtenances to complete the work specified herein, as indicated in the Plans, and as directed by the Engineer.

SANITARY SEWERS

This work shall consist of excavation and disposal of surplus material, furnishing and installing sanitary sewer pipe of material and size at locations and profiles as shown on the plans and details according to applicable portions of the Standard Specifications.

The Contractor is required to perform exploratory excavation and verify the invert elevations and pipe sizes before starting work. The cost for exploratory excavation will not be measured or paid separately but considered in contact unit price per Foot for SANITARY SEWER, 30" or 42".

For sanitary sewer relocation, by-passing of the flow is required. The contractor shall submit calculations for by-pass pumping showing proposed pumps, and construction sequence/staging prior to start of construction. Contractor will be responsible at all time to maintain the by-pass pumping system functional. The cost for all materials and equipment associated with by-pass pumping shall be considered in contract unit price for SANITARY SEWER, 30" or 42".

Earth Excavation will not be measured or paid separately, but considered as part of the contact unit price per Foot for SANITARY SEWER, 30" or SANITARY SEWER, 42".

Rock excavation will be measured and paid for at the contract unit price per Cubic Yard for ROCK EXCAVATION or ROCK EXCAVATION FOR STRUCTURES.

Trench backfill will be measured and paid for at the contract unit price per Cubic Yard for TRENCH BACKFILL.

This work will be paid for at contract unit price per Foot for SANITARY SEWER, 30" or SANITARY SEWER, 42", which will include air pressure and deflection tests, video inspections/recording, all materials, labor and equipment required.

Suitable excavated material may be placed in fills (115th Street) or embankments in lifts and compacted according to section 205, and to the satisfaction of the engineer, work which will be considered as part of the contract unit price per foot for sanitary sewer 30" or 42".

THREE-SIDED PRECAST CONCRETE STRUCTURES 28' x 8'

This work shall consist of furnishing and installing the three-sided precast concrete structure according to applicable portions of Sections 503 and 504 of the Standard Specifications. All three-sided precast concrete structures, precast headwalls, precast wingwalls and precast footings shall be produced according to the Department's latest Policy Memorandum "Quality Control/ Quality Assurance Program for Precast Products".

The three-sided concrete structure shall be designed according to the AASHTO LRFD Specifications, shown on the structure plans, and shall include the effects of unyielding foundation conditions for the sequence of construction anticipated.

The Contractor shall be responsible for diverting the water from the construction area using a method meeting the approval of the Engineer. The cost of diverting the water shall be considered as included in the contract unit price bid for the three sided structure being constructed and no additional compensation will be allowed.

For structures over water, 3 in. (75mm) diameter drain openings, spaced at 8 ft (2.4 m) centers, 2 ft (600 mm) above the flow line shall be provided according to Article 503.11.

All joints between segments shall be sealed according to Article 540.06. When the minimum fill over the structure, between the edges of the shoulders, is less than or equal to 3 ft. (1 m), the top joints between segments shall also be secured with a previously approved mechanical connection. The mechanical connection shall be used to connect a minimum length of 12 ft. (3.65 m) of exterior segments at each end of the structure. There shall be a minimum of 4 mechanical connections per joint with a maximum spacing of 10 ft. (3 m). All plates, shapes, and hardware shall be galvanized or stainless steel. If the design of the structure also requires grouted shear keys, the keyway shall be cast in the top slab of the segments and grouted according to Article 504.06(e).

Three sided precast concrete structures located in areas with a Seismic Zone greater than 1, as defined in the AASHTO LRFD Specifications Table 3.10.6-1, shall satisfy the following requirements:

- 1) The structure shall be connected to the footing/pedestal 2 ft. (600 mm) from the outermost exterior edge of the structure at all four corners with a galvanized rigid mechanical connection subject to the approval of the Engineer. This connection shall be located on the interior face of the segment to allow for future inspection.
- 2) All top joints of exterior segments within a length of 12 ft. (3.65 m) at each end of the structure, regardless of the fill cover, shall be mechanically connected as previously described. The mechanical connection is subject to the approval of the Engineer.

Shop drawings for three sided precast concrete structures shall be submitted according to Article 1042.03(b) and Article 105.04 of the Standard Specifications. The supplier selected by the Contractor shall submit complete design calculations, shop drawings, and an Initial Structure Load Rating Summary (see Form BBS 2795), prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

The Department maintains a pre-qualified list of proprietary structural systems allowed for three sided structures. This list can be found on the Departments web site under Prequalified Structural Systems. The Contractor's options are limited to those systems pre-qualified by the Department. These systems have been reviewed for structural feasibility and adequacy only. Presence on this list shall in no case relieve the Contractor of the site specific design or QC/QA requirements stated herein.

The system chosen by the contractor shall provide a hydraulically equivalent waterway opening to that specified on the plans. Evidence of equivalency shall also be provided in writing to the Engineer for review and approval prior to ordering any materials.

When precast concrete substructure is specified, the Contractor may choose to substitute cast-in-place for precast headwalls, wingwalls and footings unless otherwise specified on the plans. No additional compensation for these substitutions will be allowed and the Contractor shall submit complete design calculations and shop drawings, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

When Cast-in-place concrete substructure is specified, the Contractor may choose to substitute precast for cast-in-place headwalls, wingwalls and footings unless otherwise specified on the plans. No additional compensation for these substitutions will be allowed and the Contractor/supplier shall submit complete design calculations and shop, drawings prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

If a precast footing is used, it shall be built to the manufacturers specifications and the Contractor shall prepare a 6 in. (150 mm) thick layer of compacted granular material placed below the bottom of the footing. The porous granular material shall be gradation CA 7, CA 11, or CA 18 and shall be placed to extend at least 2 ft. (600 mm) beyond the limits of the precast footing. There shall be no additional compensation for the porous granular bedding material.

The excavation and backfill for three sided precast concrete structures shall be according to Section 502 of the Standard Specifications and any additional backfilling requirements based on the precast supplier's design. All construction inspection and material certification necessary to

verify these additional backfilling requirements in the field shall be the responsibility of the supplier. The three-sided precast concrete structure shall be placed according to applicable requirements of Article 542.04(d) of the Standard Specifications. When multi-spans are used a 3 in. (75 mm) minimum space shall be left between adjacent sections. After the precast units are in place and the backfill has been placed to midheight on each exterior side of the barrel, the space between adjacent units shall be filled with Class SI concrete. The Class SI concrete shall be according to Section 1020, except the maximum size of the aggregate shall be 3/8 in. (9.5 mm).

<u>Method of Measurement</u>. Three sided precast concrete structures will be measured in feet (meters). The overall length shall be measured from out to out of headwalls along the centerline of each span of the structure. Class SI concrete placed between adjacent spans, grouted keyways or mechanical connections between precast units, and mechanical connections between the precast units and the substructure will not be measured for payment.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot for THREE SIDED PRECAST CONCRETE STRUCTURES of the size specified, which will include all material, equipment and labor required to complete the work.

Site preparation, crane, delivery and handling of the precast units, grouting and joints sealing with all material, equipment and labor required shall also be included in the cost at the contract unit price per foot for THREE SIDED PRECAST CONCRETE STRUCTURES and shall not be measured separately for payment.

Rock excavation will be paid for separately according to Article 502.13 of the Standard Specifications.

The cost of specified cast-in-place headwalls, wingwalls and footings will not be included in this item but will be paid for separately.

When precast footings, wingwalls and headwalls are specified, this work will be paid for at the lump sum price for PRECAST CONCRETE SUBSTRUCTURE.

For footings, wingwalls and weir-walls cast in place, the Contractor shall submit complete design calculations and shop drawings, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

The contractor shall obtain technical assistance from the supplier of the precast units in the form of onsite construction and monitoring of construction staff to ensure proper installation of all units. In addition, if any issues related to fabrication and/or assembly arise during installation the contractor in conjunction with the supplier of the system shall be responsible for any remedial action required to remedy the situation subject to the approval of the engineer and at no additional cost to the contract.

The work for excavation shall be paid for at the contact unit price per cubic yard for STRUCTURE EXCAVATION.

FORM LINER TEXTURED SURFACE AND STAINING CONCRETE STRUCTURES

Description.

This work shall consist of designing, developing, furnishing and installing form liners and forming concrete using reusable, high strength urethane form liners to achieve the various concrete treatments as shown in the drawings and specifications. This item also consists of providing and

applying a concrete stain to the textured surface to replicate actual stone masonry of different colors. Work shall be performed in accordance with applicable portions of **Section 503 of the IDOT Standard Specifications** as specified herein.

Other manufacturer's products will be considered, provided sufficient information is submitted at least 30 days prior to use to allow the Engineer to determine that products proposed are equivalent to those named.

Concrete facing patterns shall consist of "ASHLAR STONE" style liner finish with stones and a maximum relief of 1". The contractor must submit the proposed "Ashlar Stone" pattern to the Village for approval, at least 20 days prior to use of it. All manufacturers of form liners shall adhere to the provisions listed herein and in the plans.

Submittals.

Shop drawings of the concrete facing patterns shall be submitted for each area of textured concrete. Shop drawing submittals shall include:

- (1) Individual form liner pattern descriptions, dimensions, and sequencing of form liner sections. Include details showing typical cross sections, joints, corners, step footings, stone relief, stone size, pitch/working line, mortar joint and bed depths, joint locations, edge treatments, and any other special conditions.
- (2) Elevation views of the form liner panel layouts for the ASHLAR STONE texture showing the full length and height of the structures including the footings with each form liner panel outlined. The arrangement of the form liner panels shall provide a continuous pattern of desired textures and colors with no interruption of the pattern made at the panel joints.
- (3) Color samples for stain color selection by the Engineer.
- (4) Sample of the selected pattern as directed by the Village.

Materials.

Form liners shall be of high quality, highly reusable and capable of withstanding anticipated concrete pour pressures without causing leakage or causing physical defects. Form liners shall attach easily to pour-in-place forms and be removable without causing concrete surface damage or weakness in the substrate. Liners used for the stone texture shall be made from high-strength elastomeric urethane material which shall not compress more than 0.02 feet when poured at a rate of 10 vertical feet per hour. Form release agents shall be non-staining, non-residual, non-reactive and shall not contribute to the degradation of the form liner material. Forms for smooth faced surfaces shall be plastic coated or metal to provide a smooth surface free of any impression or pattern.

Stain.

Deliver materials in original and sealed containers, clearly marked with the manufacturer's name, brand name, type of material, batch number, and date of manufacture.

Store concrete stain materials in an area where temperatures will not be less than 50°F (10°C) or more than 100°F (38°C) and in accordance with OSHA and local Fire Code Requirements.

If the contractor elects to use form ties for concrete forming, only fiberglass form ties will be permitted. Use of the removable metallic form ties will not be allowed.

Qualifications of Contractor.

The concrete stain applicator shall have a demonstrated experience in applying stains to simulate rock. The contractor shall submit evidence of appropriate experience, job listings, and project photographs from previous work.

Concrete Stain.

Submit manufacturer's literature, certificates and color samples to the Engineer. The stain color shall be selected by the Engineer from the stain manufacturer's standard colors.

Stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight or weathering. Stain mix shall be water borne, low V.O.C. material, less than 1.5 lb/gal, and shall meet requirements for weathering resistance of 2000 hours accelerated exposure.

Installation.

Form liners shall be installed in accordance with the manufacturers' recommendations to achieve the highest quality concrete appearance possible. Form liners shall withstand concrete placement pressures without leakage causing physical or visual defects. A form release agent shall be applied to all surfaces of the liner which will come in contact with concrete as per the manufacturer's recommendations. After each use, liners shall be cleaned and made free of build-up prior to the next placement, and visually inspected for blemishes or tears. If necessary, the form liners shall be repaired in accordance with the manufacturer's recommendations.

All form liner panels that will not perform as intended or are no longer repairable shall be replaced. An on-site inventory of each panel type shall be established based on the approved form liner shop drawings and anticipated useful life for each liner type.

The liner shall be securely attached to the forms according to the manufacturer's recommendations. Liners shall be attached to each other with flush seams and seams filled as necessary to eliminate visible evidence of seams in cast concrete. Liner butt joints shall be blended into the pattern so as to create no visible vertical or horizontal seams or conspicuous form butt joint marks. Liner joints must fall within pattern joints or reveals. Finished textures shall be continuous without visual disruption and properly aligned over adjacent and multiple liner panels. Continuous or single liner panels shall be used where liner joints may interrupt the intended pattern. Panel remnants shall not be pieced together.

The Contractor shall coordinate concrete pours to prevent visible differences between individual pours or batches. Concrete pours shall be continuous between construction or expansion joints. Cold joints shall not occur within continuous form liner pattern fields. Wall ties shall be coordinated with the liner and form to achieve the least visible results. Liners shall be stripped between 12 and 24 hours as recommended by the manufacturer. Curing methods shall be compatible with the desired aesthetic result. Use of curing compounds will not be allowed. Concrete slump requirements shall meet the form liner manufacturer's recommendations for optimizing the concrete finish, as well as IDOT's material specifications.

With the use of standard Portland cement concrete mixtures, the Contractor shall employ proper consolidation methods to ensure the highest quality finish. Internal vibration shall be achieved with a vibrator of appropriate size, the highest frequency and low to moderate amplitude. Concrete placement shall be in lifts not to exceed 1.5 feet. Internal vibrator operation shall be at appropriate intervals and depths and withdrawn slowly enough to assure a minimal amount of surface air voids and the best possible finish without causing segregation.

External form vibrators may be required to assure the proper results. Any use of external form vibrators must be approved by the form liner manufacturer and the Engineer. The use of internal or external vibratory action shall not be allowed with the use of self-consolidating concrete mixtures. It is the intention of this specification that no rubbing of flat areas or other repairs shall be required after form removal. The finished exposed formed concrete surfaces shall be free of visible vertical seams, horizontal seams, and butt joint marks. Grinding and chipping of finished formed surfaces shall be avoided.

The concrete staining work described herein shall be performed after the grading is finished. Final coloration of cast stone concrete surface shall accurately simulate the appearance of real stone including the multiple colors, shades, flecking and veining that is apparent in real stone. It shall also demonstrate the colors that may be apparent from aging, such as staining from oxidation, rusting and/or organic staining from soil and/or vegetation.

Applying Color Stain.

Clean surface prior to application of stain materials to assure that surface is free of latency, dirt, dust, grease, efflorescence, paint or other foreign material, following manufacturer's instructions for surface preparation. Do not sandblast.

Preferred method to remove latency is pressure washing with water, minimum 3000 psi (a rate of three to four gallons per minute), using fan nozzle perpendicular to and at a distance of one or two feet from surface. Completed surface shall be free of blemishes, discoloration, surface voids and unnatural form marks.

Surfaces to receive stain shall be structurally sound, clean, dry, fully cured, and free from dust, curing agents or form release agents, efflorescence, scale or other foreign materials. Methods and materials used for cleaning of substrate shall be as recommended by the manufacturer of the water-repellant stain. Concrete shall be at least 30 days old prior to concrete stain application. Curing agents must be removed a minimum of 14 days prior to coating to allow the concrete to dry out.

The stain shall be thoroughly mixed in accordance with the manufacturer's directions using an airdriven or other explosion -proof power mixer. Mix all containers thoroughly prior to application. Do not thin the material.

Materials shall be applied at the rate as recommended by the manufacturer. Absorption rates could be increased or decreased depending upon surface texture and porosity of the substrate so as to achieve even staining.

Temperature and relative humidity conditions during time of concrete stain application shall be per manufacturer's application instructions. Do not apply materials under rainy conditions or within three (3) days after surfaces become wet from rainfall or other moisture. Do not apply when weather is foggy or overcast. Take precaution to ensure that workmen and work areas are adequately protected from fire and health hazards resulting from handling, mixing and application of materials. Furnish all the necessary equipment to complete the work. Provide drop clothes and other forms of protection necessary to protect all adjoining work and surfaces to render them completely free of overspray and splash from the concrete stain work. Any surfaces, which have been damaged or splattered, shall be cleaned, restores, or replaced to the satisfaction of the Engineer.

Avoid staining the "mortar joints" by providing suitable protection over the joints during the staining process.

Sequencing: Schedule color stain application with earthwork and back-filling of any wall areas making sure that all simulated stone texture is colored to the minimum distance below grade.

Delay adjacent plantings until color application is completed. Coordinate work to permit coloring applications without interference from other grades.

Where exposed soil or pavement is adjacent which may spatter dirt or soil from rainfall, or where surface may be subject to over-spray from other processes, provide temporary cover of completed work.

Guidelines for the use of Form Liners.

Form liners are being used on this project to achieve very specific architectural results. The Contract or shall not deviate from the guidelines contained - herein unless authorized by the Engineer in writing.

Method of Measurement.

This work shall be measured and paid for in place and the area computed in square feet of actual concrete surface area formed with concrete form liners and stained as specified herein.

Basis of Payment.

ASHLAR STONE form lined surfaces will be paid for at the contract unit price per square foot for FORM LINER TEXTURED SURFACE. The staining of the form lined surfaces will be paid for at the contract unit price per square foot for STAINING CONCRETE STRUCTURES. The unit price bid for these items shall include all labor and material costs associated with forming, pouring, surface coloring and disposal of forms to the requirements included herein.

SUPPLEMENTAL WATERING

<u>Description</u>

This work will include watering turf, trees and stabilize areas at channel/banks at the rate specified and as directed by the Engineer.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 48 hours. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the Contractor's expense.

Construction

The normal rates of application for watering are as follow. The Engineer will adjust these rates as needed depending upon weather conditions.

- Creek Channel/embankments: 3 gallons per square yard
- Sod: 5 gallons per square yard
- Trees: 10 gallons per tree

A spray nozzle shall be used when watering turf and seeded areas. An open hose may be used to water trees if mulch and soil are not displaced by watering. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement

Supplemental watering will be measure in units of 1,000 gallons of water applied as directed. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Basis of Payment

This work will be paid for at the Contract Unit Price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment, and labor needed to complete the work as specified.

PLANTING TREES

Description

This work shall consist of furnishing, transporting, and planting trees in accordance with Section 253 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer. The work shall include all bracing, wrapping, watering and replacement when required, including all materials, labor, and equipment required to complete this work. In case of conflict with any part or parts of said Specifications, the said Special Provision or Detailed Specifications shall take precedence and shall govern.

Materials

Provide trees and accessories in accordance with Section 253 and Article 1081.01 of the Standard Specifications except as modified herein.

Provide quality, size, genus, species, and variety of trees as shown on the plans in compliance with the "American Standard for Nursery Stock" latest edition.

All trees to be provided balled and burlapped.

Mulch shall be six-month old, well-rotted, shredded, native hardwood bark mulch, not larger than 4 inches in length and ½ inch in width. The shredded hardwood bark shall be free of leaf material, standard size with a minimum particle size of ¼" and a maximum size of 1-1/4". In all areas within the project limits where there is existing plant material, all trees shall be mulched according to the specifications for new plant material. All trees shall receive a 4" diameter mulch ring of 4" depth. No mulch shall come into contact of the tree root flare. The mulched areas will not be measured or paid separately, but considered as part of the Contract Unit Price for each tree (per individual plant code pay item. The pre-emergent herbicide shall be applied according to the Special Provision for Weed Control, Pre-Emergent Granular Herbicide.

All trees shall be subject to inspections and approval at the site. Rejected trees shall be removed immediately from the site. All trees shall be tagged and identities as to species, size and place of origin. Such tags shall not be removed by the developer and shall be maintained until the end of guarantee.

The botanical and common name of all trees shown on the drawings and required under this section are in conformance with the approved names given in "Standardized Plant Names" prepared by the American Committee on Horticultural Nomenclature.

The Contractor is responsible to provide healthy plants as specified herein.

Construction

This work shall be performed in accordance with Article 253 of the Standard Specifications.

The location of the trees shall be staked or layout by the Contractor and verified by the Engineer prior to commencing with plant bed preparation.

Planting Procedures

When planting shrubs and trees in bed areas as shown on the plans or as directed by the Engineer, the following work shall be performed prior to planting.

- A. All planting technique and methods shall be consistent with the latest edition of "Horticulture Standards of Nurserymen, Inc." and as detailed on these drawings.
- B. All underground utilities must be located and marked clearly.
- C. Great care will be taken to not excavate the hole deeper than the root ball and the diameter shall be a minimum of twelve (12) inches wider than the root ball. Remove any materials encountered in excavation that may be injurious to plant growth, including stones larger than 2 inch diameter or other debris. Remove all excavated and excess soil from the site.
- D. Set in the planting hole to proper grade and alignment. Trees shall be planted plumb and is the contractor's responsibility to ensure trees remain plumb until the end of the guarantee period.

Trees shall be inspected for injury to trunks, disease, insect infestation, and improper pruning before wrapping. The Contractor shall be responsible for the condition of this wrapping throughout the life of this Contract. Any damage resulting from the improper installation or maintenance of this wrapping shall be the responsibility of the Contractor and such damaged trees shall be replaced by the Contractor at his/her expense.

Within 48 hours after planting, shredded hardwood bark mulch shall be placed around all plants in the entire mulched area specified to a depth of 4".

The Contractor shall provide adequate protection during the construction period for planted areas against trespassing, erosion and damage. Protect adjacent surfaces from damage and soiling during the work.

Guarantee and Acceptance

The Contractor shall guarantee that all trees shall be in a healthy and vigorous condition 1 full year.

The trees will be warranted against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond the control of the Contractor.

All trees determined by the Engineer to be diseased or not in vigorous growing condition after 1 year guarantee period shall be replaced at the beginning of the next succeeding planting season at no cost to the Village.

Method of Measurement

The contract unit price for trees shall include furnishing, transporting, and planting trees including bracing, wrapping, watering, mulching, security, weeding, replacement of trees when required, and all materials, labor or equipment required to complete this work, including pre—emergent granular herbicide

The cost for pre-emergent granular herbicide shall be included in the cost of the associated work item.

Basis of Payment

This work shall be paid for at the contract unit price per each for TREES per individual plant code pay item.

BIKE PATH REMOVAL

This work shall include complete removal and disposal of existing hot-mix asphalt bike path to the limits shown on the plans or as directed by the Engineer.

The work will be paid for at contract unit price per square yard for BIKE PATH REMOVAL which will include all material, equipment and labor required to complete the work.

HANDHOLE (SPECIAL)

Description.

This special provision describes furnishing and installing electrical handholes in accordance with the plan details and as herein provided.

Materials.

Handhole boxes shall consist of stacked rectangular composite enclosures with nominal 17" wide x 30" long and 36" total depth (two stacked boxes required) as shown on the plans. The composite boxes shall be UL Listed, constructed of polymer concrete and reinforced by a heavy-weave fiberglass. The boxes shall be rated for 15,000 lbs. over a 10" x 10" area at a temperature of -50°F. The box shall be furnished with a cover having a "Street Lighting" logo, skid resistant surface with a minimum coefficient of friction of .5 and concrete gray color. The cover fasteners shall be stainless steel captive 3/8-inch hex head bolts with stainless steel inserts.

Construction Requirements.

The handholes shall be set flush with the grade or pavement and installed on aggregate as indicated on the plans.

Method of Measurement.

Handholes (Special) will be measured for payment as each, for each handhole installed.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for HANDHOLES (SPECIAL).

LIGHTING CONTROL CABINET

Description.

This special provision describes furnishing and installing lighting control cabinet and concrete base as shown on the plans and as herein provided.

Materials.

The contactors shall be mechanically held, multi-pole as manufactured by Square D, Eaton or GE in a NEMA 1 enclosure with internal 2-wire control interface relay/control fusing and cover mounted Hand-Off-Auto switch with legend plate.

Digital astronomic lighting controller (Timeclock): The unit shall include the following features: non-volatile removable memory module, 7 days of capacitor backup (backup requiring a battery not acceptable), 99 ON/OFF set points, 1 to 4 seasonal schedules, automatic leap year compensation, automatic daylight saving adjustment, two SPDT output channels with 277V/30A rated output contacts, AC clock line inputs of 120V, 208V-240V and 277V, AM/PM (12-hour) and 24-hour clock formats, manual override for each channel, -40°F to 158°F operating range, LCD display, and NEMA 3R nonmetallic enclosure.

The panelboard shall be in a NEMA 1 enclosure as manufactured by Square D, Eaton or GE (size not to exceed 20"W x 36"H x 5.75"D). The panel shall be rated as indicated on the plans. Provide copper ground and split neutral bus bars in addition to copper bus bars. Provide bolt-on, thermal-magnetic circuit breakers that clearly indicate ON, OFF or TRIPPED position in the panel.

The cabinet and door shall be constructed from 5052-H32 sheet aluminum alloy which has a thickness of .125 inch. External welds shall be made by using the Heliarc welding method; whereas, internal welds will be made by the wire welding method. All welds shall be neatly formed and free of cracks, blow holes and other irregularities. All inside and outside edges of the cabinet shall be free of burrs. The cabinet shall be designed with a sloped top be prevent the accumulation of water on its top surface. The door opening shall be double flanged on all (4) sides which increases strength around openings and keeps dirt and liquids from entering the enclosure when door is opened. A door restraint shall be provided to prevent door movement in windy conditions. The enclosure interior back shall be provided with a rigid 5052-H32 aluminum equipment mounting panel having a thickness of .125 inch.

The cabinet door will be a minimum of 80% of the front surface area and shall be hinged on the right side when facing the cabinet. The door shall be furnished with a gasket that satisfies the physical properties as found in UL508 table 21.1 and shall form a weathertight seal between the cabinet and door. The hinges shall be continuous and bolted to the cabinet and door utilizing 1/4-20 stainless steel carriage bolts and nylock nuts. The hinge will be made of .075 inch thick stainless steel and shall have .250 inch diameter stainless steel hinge pin. The hinge pin shall be capped top and bottom by weld to render it tamperproof.

Hinge leaves will not be exposed externally when the door is closed, but hinge knuckles may protrude. All bolt holes shall be gasketed. The latching mechanism shall be a 3-point draw roller type. Pushrods will be turned edgewise at the outwards supports and shall be .250 inch by .750 inch aluminum, minimum. Rollers shall have a minimum diameter of .875 inch and will be made of nylon. The center catch shall be fabricated from .187 aluminum, minimum. An operating handle shall be furnished. The handle will be stainless steel with a 3/4 inch diameter shank. The latching handle shall have a provision for padlocking in the closed position.

Provide door padlock consisting of a weather resistant, 1-9/16" wide laminated steel body with black thermoplastic shell (covering), stainless steel 4-pin tumbler cylinder, double locking levers, 1-1/2" shackle, the ability to be keyed alike and lifetime guarantee. Five (5) keys will be furnished with each lock.

The enclosure shall have a natural satin aluminum finish. There shall be no louvers or police door. Provide an enclosure manufactured by APX Enclosures, Bison ProFab or Southern Manufacturing. NO manufacturer identification plaques/tags shall be visible on the exterior of the cabinet. Cabinet not to exceed size shown on the plans.

All connections from the field wiring to equipment in the lighting control cabinet shall be made through termination blocks. Provide quantity of channel mount NEMA rated, box lug, single terminal blocks as indicated on plans that are capable of holding #12 to #1/0 wire for power, neutral and grounding connections. The terminal blocks shall be mounted on a mounting channel with end anchors and an end barrier. Each terminal block shall have a label indicating the appropriate circuit number, neutral ('N') or ground ('G') wire connected to block; handwritten numbers and letters are not acceptable means of identification.

The surge protection device shall provide all modes of surge protection, meet UL1449 Fourth Edition with 50KA per node (100KA per phase) surge current, contain LED line indicators, prewired

with 3-ft of #10AWG conductors, and 10-year warranty. Connect the surge suppressor to the branch circuit breaker as indicated on the plans.

Provide concrete in accordance with IDOT standard specifications Section 1020.

Construction Requirements.

Use a UL 508A Listed Panel Builder to assemble the lighting control cabinet. Assemble the lighting control cabinet with all of its electrical components, wiring and parts in a neat and orderly fashion and as shown on the plans. Pretest the cabinet prior to shipment to the site. Panel Builder shall apply UL label inside cabinet.

Mount all equipment to panel in enclosure. Train the cables in straight horizontal and vertical directions and be parallel next to and adjacent to other cables whenever possible. Install wiring in slotted wireway between terminal strip, contactor and panelboard. Secure all remaining wiring using screw attachment type straps; adhesive type will not be allowed.

Surge arresters shall be installed to allow LED indicator(s) to be readily visible when viewing inside of cabinet. Connect the surge arrester to the branch circuit breaker as indicated on the plans.

Timeclock shall be programmed to turn on lighting contactor on at sunset and off at sunrise.

Make all connections from the field wiring to equipment in the lighting control cabinet through termination blocks. Make all connections from the underground field wiring to equipment in the lighting control cabinet through distribution blocks. Coordinate service installation with utility and include associated costs.

Method of Measurement.

Lighting Control Cabinet will be measured for payment as each, for each lighting cabinet installed and operational.

Basis of Payment.

This work will be paid for at the contract unit price each for LIGHTING CONTROL CABINET.

TYPE 1 LIGHTING UNIT TYPE 2 LIGHTING UNIT TYPE 3 LIGHTING UNIT TYPE 4 LIGHTING UNIT

Description.

This special provision describes furnishing and installing pole shafts, mast arms, luminaires, full base covers, pole wiring/fusing and all miscellaneous hardware required to complete the installation of lighting units, in accordance with IDOT Standard Specification Section 1069, as shown on the plans, and as herein provided.

Materials.

Furnish and deliver lighting units conforming to the details as shown on the plans.

Pole design shall conform to AASHTO design and fabrication standards for structural supports for highway signs, luminaires and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90mph (145 km/h). The pole shall support twin 15-foot truss-type mast arms and luminaires with a weight of 50lbs and 1.5EPA as well as taking into account the effects of the festoon receptacle and banner in accordance with the details as shown on the plans.

The pole shaft shall be aluminum, one-piece tapered construction. Each pole shall have a factory installed internal dumb-bell type vibration damper.

The wall thickness of each shaft, alloy number, the shaft length, the manufacturer, and the date, shall all be indicated on a manufacturer's plate attached to each shaft near the base.

All shafts shall have a J-hook at the top of each pole to provide strain relief for the cable.

Any and all fasteners and other attachment hardware used on the pole shaft shall be stainless steel unless otherwise approved.

Spun 2-piece aluminum full base covers shall be provided to conceal the anchor bolts at the base plate.

The aluminum mast arm shall be a clamp on type. All fasteners shall be stainless steel. The LED luminaires shall be as indicated on the plans.

Conductors from the underground cable network to the luminaire shall be #10 AWG Type USE/RHW (XLP) individual conductors. In each utilized phase conductor in the handhole, there shall be installed a 1-pole or 2-pole secondary inline 600 VAC fuse assembly with #10AWG copper crimp connections at each end, and a fast acting, current limiting type CC fuse. Conductors shall have sufficient length to permit removal of the fuse assembly through the handhole.

Construction Requirements.

Install the lighting units on concrete foundations. Furnish and install all incidental items, such as grommets, splices, etc. necessary to make the lighting system complete.

Method of Measurement.

Lighting Units will be measured for payment as each, for each lighting unit installed and operational.

Basis of Payment.

This work will be paid for at the contract unit price each for LIGHTING UNIT.

WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

Effective: July 29, 2002 Revised: February 7, 2007

<u>Description</u>: This work shall consist of spreading a pre-emergent granular herbicide in place of weed barrier fabric in areas as shown on the plans or as directed by the Engineer. This item will be used in mulched plant beds and mulch rings.

Delete Article 253.11 and substitute the following:

Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 4 inches (100 mm). No weed barrier fabric will be required for tree and shrub planting. Pre-emergent Herbicide will be used instead of weed barrier fabric. The Pre-emergent Herbicide shall be applied prior to mulching. Mulch shall not be in contact with the base of the trunk.

Materials.

The pre-emergent granular herbicide (Snapshot 2.5 TG or equivalent) shall contain the chemicals Trifluralin 2% active ingredient and Isoxaben with 0.5% active ingredient. The herbicide label shall be submitted to the Engineer for approval at least seventy-two (72) hours prior to application.

Method.

The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules are to be applied prior to mulching.

Apply the granular herbicide using a drop or rotary-type designed to apply granular herbicide or insecticides. Calibrate application equipment to use according to manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 100 lbs/acre (112 kg/ha) or 2.3 lbs/1000 sq. ft. (11.2 kg/1000 sq. meters).

Method of Measurement.

Pre-emergent granular herbicide will be measured in place in Pounds (Kilograms) of Pre-emergent Granular Herbicide applied. Areas treated after mulch placement shall not be measured for payment.

Basis of Payment.

This work will be paid for at the contract unit price per pound (kilogram) of WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE.

CONCRETE FOUNDATIONS

Effective: May 22, 2002 Revised: July 01, 2015

878.01TS

Add the following to Article 878.03 of the Standard Specifications:

All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. (300 mm) at the threaded end.

Foundations used for Combination Mast Arm Poles shall provide an extra 2-1/2 inch (65 mm) raceway.

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation.

Add the following to the first paragraph of Article 878.05 of the Standard Specifications:

The price shall include a concrete apron in front of the cabinet and UPS as shown in the plans or as directed by the Engineer.

FULL-ACTUATED CONTROLLER AND CABINET

Effective: January 1, 2002 Revised: July 1, 2018 857.02TS

<u>Description</u>. This work shall consist of furnishing and installing a traffic actuated solid state digital controller in the controller cabinet of the type specified, meeting the requirements of Section 857 of the Standard Specifications, as modified herein, including malfunction management unit, load switches and flasher relays, with all necessary connections for proper operation.

If the intersection is part of an existing system and/or when specified in the plans, this work shall consist of furnishing and installing a(n) "Econolite" brand traffic actuated solid state controller.

Materials.

Add the following to Article 857.02 of the Standard Specifications:

For installation as a stand-alone traffic signal, connected to a closed loop system or integrated into an advance traffic management system (ATMS), controllers shall be Econolite Cobalt or Eagle/Siemens M52 unless specified otherwise on the plans or elsewhere on these specifications. Only controllers supplied by one of the District One approved closed loop equipment suppliers will be allowed. Unless specified otherwise on the plans or these specifications, the controller shall be of the most recent model and software version supplied by the equipment supplier at the time of the traffic signal TURN-ON. A removable controller data key shall also be provided. Individual load switches shall be provided for each vehicle, pedestrian, and right turn over lap phase. The controller shall prevent phases from being skipped during program changes and after all preemption events and shall inhibit simultaneous display of circular yellow and yellow arrow indications.

For integration into an ATMS such as Centracs, Tactics, or TransSuite, the controller shall have the latest version of NTCIP software installed. For operation prior to integration into an ATMS, the controller shall maintain existing close loop management communications.

Add the following to Article 1074.03 of the Standard Specifications:

- (a) (6) Cabinets shall be designed for NEMA TS2 Type 1 operation. All cabinets shall be pre-wired for a minimum of eight (8) phases of vehicular, four (4) phases of pedestrian and four (4) phases of overlap operation.
- (b) (1) Revise "conflict monitor" to read "Malfunction Management Unit"
- (b) (5) Cabinets Provide 1/8" (3.2 mm) thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.
- (b) (6) Controller Harness Provide a TS2 Type 2 "A" wired harness in addition to the TS2 Type 1 harness.
- (b) (7) Surge Protection Shall be a 120VAC Single phase Modular filter Plug-in type, supplied from an approved vendor.
- (b) (8) BIU shall be secured by mechanical means.
- (b) (9) Transfer Relays Solid state or mechanical flash relays are acceptable.
- (b) (10) Switch Guards All switches shall be guarded.
- (b) (11) Heating One (1) 200 watt, thermostatically-controlled, electric heater.
- (b) (12) Lighting One (1) LED Panel shall be placed inside the cabinet top panel and one (1) LED Panel shall be placed on each side of the pull-out drawer/shelf assembly located beneath the controller support shelf. The LED Panels shall be controlled by a door switch. The LED Panels shall be provided from an approved vendor.
- (b) (13) The cabinet shall be equipped with a pull-out drawer/shelf assembly. A 1 ½ inch (38mm) deep drawer shall be provided in the cabinet, mounted directly beneath the controller support shelf. The drawer shall have a hinged top cover and shall be capable of accommodating one (1) complete set of cabinet prints and manuals. This drawer shall support 50 lbs. (23 kg) in weight when fully extended. The drawer shall open and close smoothly. Drawer dimensions shall make maximum use of available depth offered by the controller shelf and be a minimum of 18 inches (610mm) wide.
- (b) (14) Plan & Wiring Diagrams 12" x 15" (305mm x 406mm) moisture sealed container attached to door.

- (b) (15) Detector Racks Fully wired and labeled for four (4) channels of emergency vehicle pre-emption and sixteen channels (16) of vehicular operation.
- (b) (16) Field Wiring Labels All field wiring shall be labeled.
- (b) (17) Field Wiring Termination Approved channel lugs required.
- (b) (18) Power Panel Provide a nonconductive shield.
- (b) (19) Circuit Breaker The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 amps.
- (b) (20) Police Door Provide wiring and termination for plug in manual phase advance switch.

Basis of Payment.

This work will be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET; FULL-ACTUATED CONTROLLER AND TYPE V CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET; FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL; FULL-ACTUATED CONTROLLER AND TYPE V CABINET, SPECIAL; FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET (SPECIAL); FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET (SPECIAL).

UNINTERRUPTABLE POWER SUPPLY, SPECIAL

Effective: January 1, 2013 Revised: May 19, 2016

862.01TS

This work shall be in accordance with section 862 of the Standard Specification except as modified herein

Add the following to Article 862.01 of the Standard Specifications:

The UPS shall have the power capacity to provide normal operation of a signalized intersection that utilizes all LED type signal head optics, for a minimum of 6 (six) hours.

Add the following to Article 862.02 of the Standard Specifications:

Materials shall be according to Article 1074.04 as modified in UNINTERRUPTABLE POWER SUPPLY, SPECIAL.

Add the following to Article 862.03 of the Standard Specifications:

The UPS shall additionally include, but not be limited to, a battery cabinet, where applicable. For Super-P (Type IV) and Super-R (Type V) cabinets, the battery cabinet is integrated to the traffic signal cabinet, and shall be included in the cost for the traffic signal cabinet of the size and type indicated on the plans.

The UPS shall provide reliable emergency power to the traffic signals in the event of a power failure or interruption.

Revise Article 862.04 of the Standard Specifications to read:

Installation.

When a UPS is installed at an existing traffic signal cabinet, the UPS cabinet shall partially rest on the lip of the existing controller cabinet foundation and be secured to the existing controller cabinet by means of at least four (4) stainless steel bolts. The UPS cabinet shall be completely enclosed with the bottom and back constructed of the same material as the cabinet.

When a UPS is installed at a new signal cabinet and foundation, it shall be mounted as shown on the plans.

At locations where UPS is installed and an Emergency Vehicle Priority System is in use, any existing incandescent confirmation beacons shall be replaced with LED lamps in accordance with the District One Emergency Vehicle Priority System specification at no additional cost to the contract. A concrete apron shall be provided and be in accordance with Articles 424 and 202 of the Standard Specifications. The concrete apron shall also, follow the District 1 Standard Traffic Signal Design Detail, Type D for Ground Mounted Controller Cabinet and UPS Battery Cabinet.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the UPS including the addition of alarms.

Materials.

Revise Article 1074.04(a)(1) of the Standard Specifications to read:

The UPS shall be line interactive or double conversion and provide voltage regulation and power conditioning when utilizing utility power. The UPS shall be sized appropriately for the intersection(s) normal traffic signal operating load. The UPS must be able to maintain the intersection's normal operating load plus 20 percent (20%) of the intersection's normal operating load. When installed at a railroad-interconnected intersection the UPS must maintain the railroad pre-emption load, plus 20 percent (20%) of the railroad preemption-operating load. The total connected traffic signal load shall not exceed the published ratings for the UPS.

The UPS shall provide a minimum of 6 (six) hours of normal operation run-time for signalized intersections with LED type signal head optics at 77 °F (25 °C) (minimum 1000 W active output capacity, with 86 percent minimum inverter efficiency).

Revise the first paragraph of Article 1074.04(a)(3) of the Standard Specifications to read:

The UPS shall have a minimum of four (4) sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) relay contact closures, available on a panel mounted terminal block or locking circular connectors, rated at a minimum 120 V/1 A, and labeled so as to identify each contact according to the plans.

Revise Article 1074.04(a)(10) of the Standard Specifications to read:

The UPS shall be compatible with the District's approved traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation.

Revise Article 1074.04(a)(17) of the Standard Specifications to read:

When the intersection is in battery backup mode, the UPS shall bypass all internal cabinet lights, ventilation fans, cabinet heaters, service receptacles, luminaires, any lighted street name signs, any automated enforcement equipment and any other devices directed by the Engineer.

Revise Article 1074.04(b)(2)b of the Standard Specifications to read:

Batteries, inverter/charger and power transfer relay shall be housed in a separate NEMA Type 3R cabinet. The cabinet shall be Aluminum alloy, 5052-H32, 0.125-inch thick and have a natural mill finish.

Revise Article 1074.04(b)(2)c of the Standard Specifications to read:

No more than three batteries shall be mounted on individual shelves for a cabinet housing six batteries and no more than four batteries per shelf for a cabinet housing eight batteries.

Revise Article 1074.04(b)(2)e of the Standard Specifications to read:

The battery cabinet housing shall have the following nominal outside dimensions: a width of 25 in. (785 mm), a depth of 16 in. (440 mm), and a height of 41 to 48 in. (1.1 to 1.3 m). Clearance between shelves shall be a minimum of 10 in. (250 mm).

End of paragraph 1074.04(b)(2)e

The door shall be equipped with a two position doorstop, one a 90° and one at 120°.

Revise Article 1074.04(b)(2)g of the Standard Specifications to read:

The door shall open to the entire cabinet, have a neoprene gasket, an Aluminum continuous piano hinge with stainless steel pin, and a three point locking system. The cabinet shall be provided with a main door lock which shall operate with a traffic industry conventional No. 2 key. Provisions for padlocking the door shall be provided.

Add the following to Article 1074.04(b)(2) of the Standard Specifications:

j. The battery cabinet shall have provisions for an external generator connection.

Add the following to Article 1074.04(c) of the Standard Specifications:

- (8) The UPS shall include a tip or kill switch installed in the battery cabinet, which shall completely disconnect power from the UPS when the switch is manually activated.
- (9) The UPS shall include standard RS-232 and internal Ethernet interface.
- (10) The UPS shall incorporate a flanged electric generator inlet for charging the batteries and operating the UPS. The generator connector shall be male type, twist-lock, rated as 15A, 125VAC with a NEMA L5-15P configuration and weatherproof lift cover plate. Access to the generator inlet shall be from a secured weatherproof lift cover plate or behind a locked battery cabinet police panel.
- (11) The bypass switch shall include an internal power transfer relay that allows removal of the battery back-up unit, while the traffic signal is connected to utility power, without impacting normal traffic signal operation.

Revise Article 1074.04(d)(3) of the Standard Specifications to read:

All batteries supplied in the UPS shall be either gel cell or AGM type, deep cycle, completely sealed, prismatic lead calcium based, silver alloy, valve regulated lead acid (VRLA) requiring no maintenance. All batteries in a UPS installation shall be the same type; mixing of gel cell and AGM types within a UPS installation is not permitted.

Revise Article 1074.04(d)(4) of the Standard Specifications to read:

Batteries shall be certified by the manufacturer to operate over a temperature range of -13 to 160 °F (-25 to + 71 °C) for gel cell batteries and -40 to 140 °F (-40 to + 60 °C) for AGM type batteries.

Add the following to Article 1074.04(d) of the Standard Specifications:

- (9) The UPS shall consist of an even number of batteries that are capable of maintaining normal operation of the signalized intersection for a minimum of 6 (six) hours. Calculations shall be provided showing the number of batteries of the type supplied that are needed to satisfy this requirement. A minimum of four batteries shall be provided.
- (10) Battery Heater mats shall be provided, when gel cell type batteries are supplied. Add the following to the Article 1074.04 of the Standard Specifications:
- (e) Warranty. The warranty for an uninterruptable power supply (UPS) and batteries (full replacement) shall cover a minimum of 5 years from date the equipment is placed in operation.
- (f) Installation. Bypass switch shall completely disconnect the traffic signal cabinet from the utility provider.
- (g) The UPS shall be set-up to run the traffic signal continuously, without going to a red flashing condition, when switched to battery power unless otherwise directed by the Engineer. The Contractor shall confirm set-up with the Engineer. The continuous operation mode when switched to battery may require modification to unit connections and these modifications are included in the unit price for this item.

Revise Article 862.05 of the Standard Specifications to read:

Basis of Payment.

This work will be paid for at the contract unit price per each for UNINTERRUPTABLE POWER SUPPLY, SPECIAL or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL. Replacement of Emergency Vehicle Priority System confirmation beacons and any required modifications to the traffic signal controller shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY, SPECIAL or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL item. The concrete apron and earth excavation required shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL item.

TRAFFIC SIGNAL GENERAL REQUIREMENTS (D1 LR)

Effective: April 1, 2016 Revised: July 20, 2016

LR800.01TS

These Traffic Signal Special Provisions and the "District One Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations.

- All material furnished shall be new unless otherwise noted herein.
- Traffic signal construction and maintenance work shall be performed by personnel holding current IMSA Traffic Signal Technician Level II certification. A copy of the certification shall be immediately available upon request of the Engineer.
- The work to be done under this contract consists of furnishing, installing and maintaining all
 traffic signal work and items as specified in the Plans and as specified herein in a manner
 acceptable and approved by the Engineer.

<u>Definitions of Terms.</u>

Add the following to Section 101 of the Standard Specifications:

101.56 Vendor. Company that sells a particular type of product directly to the contractor or the Equipment Supplier.

101.57 Equipment supplier. Company that supplies, represents and provides technical support for IDOT District One approved traffic signal controllers and other related equipment. The Equipment Supplier shall be located within IDOT District One and shall:

- Be full service with on-site facilities to assemble, test and trouble-shoot traffic signal controllers and cabinet assemblies.
- Maintain an inventory of IDOT District One approved controllers and cabinets.
- Be staffed with permanent sales and technical personnel able to provide traffic signal controller and cabinet expertise and support.
- Technical staff shall hold current IMSA Traffic Signal Technician Level III certification and shall attend traffic signal turn-ons and inspections with a minimum 14 calendar day notice.

Submittals.

Revise Article 801.05 of the Standard Specifications to read:

All material approval requests shall be submitted to the Resident Engineer, who will then forward the submittal on to the IDOT Local Agency Area Engineer and the Local Agency. Electronic material submittals shall follow the District's Traffic Operations Construction Submittals guidelines. General requirements include:

- 1. All material approval requests shall be made prior to or no later than one week after the date of the preconstruction meeting. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
- 2. Product data and shop drawings shall be assembled by pay item. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.

- 3. Original manufacturer published product data and shop drawing sheets with legible dimensions and details shall be submitted for review.
- 4. When hard copy submittals are requested by the Bureau of Local Roads and Streets, the number of requested sets of the manufacturer's descriptive literatures and technical data for the traffic signal materials shall be submitted.
- 5. For hard copy or electronic submittals, the descriptive literature and technical data shall be adequate for determining whether the materials meet the requirements of the plans and specifications. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
- 6. When hard copy submittals are necessary for structural elements, four complete copies of the shop drawings for the mast arm assemblies and poles, and the combination mast arm assemblies and poles showing, in detail, the fabrication thereof and the certified mill analyses of the materials used in the fabrication, anchor rods, and reinforcing materials shall be submitted.
- 7. Partial or incomplete submittals will be returned without review.
- 8. Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard length mast arm pole assemblies and monotube structures. The Contractor shall account for the additional review time in his schedule.
- 9. The contract number, the name of the lead local agency (as indicated on the cover sheet of the plans), section number, project location/limits and corresponding pay code number must be on each sheet of correspondence, catalog cuts and mast arm poles and assemblies drawings.
- 10. Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections, and/or tests of material shall be complete with all test data, dates, and times.
- 11. After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Information Only'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.
- 12. The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
- 13. All submitted items reviewed and marked 'APPROVED AS NOTED' or 'DISAPPROVED' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments or transmittal accompanying the documents, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.
- 14. Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to

the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.

15. The Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

Marking Proposed Locations.

Revise "Marking Proposed Locations for Highway Lighting System" of Article 801.09 to read "Marking Proposed Locations for Highway Lighting System and Traffic Signals."

Add the following to Article 801.09 of the Standard Specifications:

It shall be the contractor's responsibility to verify all dimensions and conditions existing in the field prior to ordering materials and beginning construction. This shall include locating the mast arm foundations and verifying the mast arms lengths.

Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

(c) All cabinets including temporary traffic signal cabinets shall be assembled by an approved equipment supplier in District One. The Department reserves the right to request any controller and cabinet to be tested at the equipment supplier's facility prior to field installation, at no extra cost to this contract.

Maintenance and Responsibility.

Revise Article 801.11 of the Standard Specifications to read:

- a. Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, Municipality or Transit Agency in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the Contractor. The Contractor shall supply the Resident Engineer, IDOT Local Agency Area Engineer, Local Agency, the Owner of the traffic signal, and/or their Electrical Maintenance Contractor with two 24-hour emergency contact names and telephone numbers.
- b. Automatic Traffic Enforcement equipment such as red lighting running and railroad crossing camera systems are owned and operated by others and the Contractor shall not be responsible for maintaining this equipment.

- c. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- d. When the project has a pay item for "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," the Contractor must notify the Resident Engineer, the Local Agency, the Owner of the traffic signal, and/or their Electrical Maintenance Contractor of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. The Department will attempt to fulfill the Contractor's inspection date request(s); however workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested inspection date(s) cannot be scheduled by the Department. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- e. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- f. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. Any inquiry, complaint or request by the Department, the Local Agency, the Owner of the traffic signal, and/or their Electrical Maintenance Contractor, or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department, the Local Agency, the Owner of the traffic signal, and/or their Electrical Maintenance Contractor may inspect any signalizing device under their jurisdiction at any time without notification.
- g. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be gueued across the

railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.

- h. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- i. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be for separately but shall be included in the contract.

Damage to Traffic Signal System.

Add the following to Article 801.12(b) of the Standard Specifications to read:

Any traffic signal control equipment damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and/or applicable Local Agency traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices are only allowed at the bases of post and mast arms.

Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement company per Permit agreement.

Traffic Signal Inspection (TURN-ON).

Revise Article 801.15(b) of the Standard Specifications to read:

It is the intent to have all electric work completed and equipment field tested by the Equipment Supplier prior to the Department's "turn-on" field inspection. If in the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and reinspected.

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Bureau of Local Roads and Streets at (847) 705-4487 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will attempt to fulfill the Contractor's turn-on and inspection date

request(s); however, workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested turn-on and inspection date(s) cannot be scheduled by the Department. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a police officer to assist with traffic control at the time of testing.

The Contractor shall provide a representative from the control equipment vendor's office who is knowledgeable of the cabinet design and controller functions to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons.

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

The District requires the following Final Project Documentation from the Contractor at traffic signal turn-ons in electronic format in addition to hard copies where noted. A CD/DVD shall be submitted with separate folders corresponding to each numbered title below. The CD/DVD shall be labelled with date, project location, company and contract or permit number. Record Drawings, Inventory and Material Approvals shall be submitted prior to traffic signal turn-on for review by the Department as described here-in.

Final Project Documentation:

- 1. Record Drawings. Signal plans of record with field revisions marked in red ink. One hard copy set of 11"x17" record drawings shall also be provided.
- 2. Inventory. Inventory of new and existing traffic signal equipment including cabinet types and devices within cabinets in an Excel spread sheet format. One hard copy shall also be provided.
- Pictures. Digital pictures of a minimum 12M pixels of each intersection approach showing all traffic signal displays and equipment. Pictures shall include controller cabinet equipment in enough detail to clearly identify manufacture and model of major equipment.
- 4. Field Testing. Written notification from the Contractor and the equipment vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13). One hard copy of all contract required performance measurement testing shall also be provided.

- 5. Materials Approval. The material approval letter. A hard copy shall also be provided.
- 6. Manuals. Operation and service manuals of the signal controller and associated control equipment. One hard copy shall also be provided.
- 7. Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies 11" x 17" of the cabinet wiring diagrams shall be provided along with electronic pdf and dgn files of the cabinet wiring diagram. Five hard copies of the cable logs and electronic excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.
- 8. Controller Programming Settings. The traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The controller manufacturer shall also supply a printed form, not to exceed 11" x 17" for recording that data noted above. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
- 9. Warrantees and Guarantees. All manufacturer and contractor warrantees and guarantee required by Article 801.14.
- GPS coordinate of traffic signal equipment as describe in the Record Drawings section herein.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on", completeness of the required documentation and successful operation during a minimum 72 hour "burn-in" period following activation of the traffic signal. If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available from the Department.

All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Electrical Maintenance Contractor to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements shall be subject to removal and disposal at the Contractor's expense.

Record Drawings.

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the

reduced-size set of contract drawings, stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. If the contract consists of multiple intersections, each intersection shall be saved as an individual PDF file with TS# and location name in its file name.

In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate the pay item either by filename or PDF Table of Contents referencing the respective pay item number for multi-item PDF files. Specific part or model numbers of items which have been selected shall be clearly visible."

As part of the record drawings, the Contractor shall inventory all traffic signal equipment, new or existing, on the project and record information in an Excel spreadsheet. The inventory shall include equipment type, model numbers, software manufacturer and version and quantities.

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following traffic signal components being installed, modified or being affected in other ways by this contract:

- All Mast Arm Poles and Posts
- Traffic Signal Wood Poles
- Rail Road Bungalow
- UPS
- Handholes
- Conduit roadway crossings
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV Camera installations
- Fiber Optic Splice Locations
- Conduit Crossings

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- File shall be named: TSXXX-YY-MM-DD (i.e. TS22157_15-01-01)
- · Each intersection shall have its own file
- Row 1 should have the location name (i.e. IL 31 @ Klausen)
- Row 2 is blank
- Row 3 is the headers for the columns
- Row 4 starts the data
- Column A (Date) should be in the following format: MM/DD/YYYY
- Column B (Item) as shown in the table below
- Column C (Description) as shown in the table below

 Column D and E (GPS Data) – should be in decimal form, per the IDOT special provisions

Examples:

Date	ltem	Description	Latitude	Longitude
01/01/2015	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	- 87.793378
01/01/2015	HH (Handhole)	Heavy Duty, Fiber, Intersection, Double	41.558532	- 87.792571
01/01/2015	ES (Electrical Service)	Ground mount, Pole mount	41.765532	- 87.543571
01/01/2015	CC (Controller Cabinet)		41.602248	- 87.794053
01/01/2015	RSC (Rigid Steel Crossing)	IL 31 east side crossing south leg to center HH at Klausen	41.611111	- 87.790222
01/01/2015	PTZ (PTZ)	NEQ extension pole	41.593434	- 87.769876
01/01/2015	POST (Post)		41.651848	- 87.762053
01/01/2015	MCC (Master Controller Cabinet)		41.584593	- 87.793378
01/01/2015	COMC (Communication Cabinet)		41.584600	- 87.793432
01/01/2015	BBS (Battery Backup System)		41.558532	- 87.792571
01/01/2015	CNCR (Conduit Crossing)	4-inch IL 31 n/o of Klausen	41.588888	- 87.794440

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 1 foot. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 1 foot accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

Delete the last sentence of the 3rd paragraph of Article 801.16.

Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

<u>Digger.</u> If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. For non-IDOT signals, the Contractor shall coordinate with the agency owning the traffic signals for locating the existing electrical facilities. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted: in the City of Chicago contact Digger at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

Restoration of Work Area.

Add the following article to Section 801 of the Standard Specifications:

801.17 Restoration of work area. Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, underground raceways, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer. Restoration of the work area shall be included in the contract without any extra compensation allowed to the Contractor.

Bagging Signal Heads.

Light tan colored traffic and pedestrian signal reusable covers shall be used to cover dark/unenergized signal sections and visors. Covers shall be made of outdoor fabric with urethane coating for repelling water, have elastic fully sewn around the cover ends for a tight fit over the visor, and have a minimum of two straps with buckles to secure the cover to the backplate. A center mesh strip allows viewing without removal for signal status testing purposes. Covers shall include a message indicating the signal is not in service.

TRAFFIC SIGNAL POST

Effective: May 22, 2002 Revised: July 01, 2015

875.01TS

Add the following to Article 1077.01 (c) of the Standard Specifications:

Washers for post bases shall be the same size or larger than the nut.

Revise the first sentence of Article 1077.01 (d) of the Standard Specifications to read:

All posts and bases shall be steel and hot dipped galvanized according to AASHTO M 111. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions.

MAST ARM ASSEMBLY AND POLE

Effective: May 22, 2002 Revised: July 01, 2015

877.01TS

Revise the second sentence of Article 1077.03 (a)(3) of the Standard Specifications to read:

Traffic signal mast arms shall be one piece construction, unless otherwise approved by the Engineer.

Add the following to Article 1077.03 (a)(3) of the Standard Specifications:

If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions.

HANDHOLES

Effective: January 01, 2002 Revised: July 1, 2015 814.01TS

Description.

Add the following to Section 814 of the Standard Specifications:

All conduits shall enter the handhole at a depth of 30 inches (762 mm) except for the conduits for detector loops when the handhole is less than 5 feet (1.52 m) from the detector loop. All conduit ends should be sealed with a waterproof sealant to prevent the entrance of contaminants into the handhole.

Steel cable hooks shall be coated with hot-dipped galvanization in accordance with AASHTO Specification M111. Hooks shall be a minimum of 1/2 inch (13 mm) diameter with two 90 degree bends and extend into the handhole at least 6 inches (152 mm). Hooks shall be placed a minimum of 12 inches (305 mm) below the lid or lower if additional space is required.

Precast round handholes shall not be used unless called out on the plans.

The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters.

Revise the third paragraph of Article 814.03 of the Standard Specifications to read:

"Handholes shall be constructed as shown on the plans and shall be cast-in-place, or precast concrete units. Heavy duty handholes shall be either cast-in-place or precast concrete units."

Add the following to Article 814.03 of the Standard Specifications:

"(c) Precast Concrete. Precast concrete handholes shall be fabricated according to Article 1042.17. Where a handhole is contiguous to a sidewalk, preformed joint filler of 1/2 inch (13 mm) thickness shall be placed between the handhole and the sidewalk."

Cast-In-Place Handholes.

All cast-in-place handholes shall be concrete, with inside dimensions of 21-1/2 inches (546 mm) minimum. Frames and lid openings shall match this dimension.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (11 mm) diameter stainless steel bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole cover.

The minimum wall thickness for heavy duty hand holes shall be 12 inches (305mm).

Precast Round Handholes.

All precast handholes shall be concrete, with inside dimensions of 30 inches (762mm) diameter. Frames and covers shall have a minimum opening of 26 inches (660mm) and no larger than the inside diameter of the handhole.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (11 mm) diameter stainless steel bolt cast into the frame. For the purpose of attaching the grounding conductor to the handhole cover, the covers shall either have a 7/16 inch (11 mm) diameter stainless steel bolt cast into the cover or a stainless steel threaded stint extended from an eye hook assembly. A hole may be drilled for the bolt if one cannot be cast into the frame or cover. The head of the bolt shall be flush or lower than the top surface of the cover.

The minimum wall thickness for precast heavy duty hand holes shall be 6 inches (152 mm).

Precast round handholes shall be only produced by an approved precast vendor.

Materials.

Add the following to Section 1042 of the Standard Specifications:

"1042.17 Precast Concrete Handholes. Precast concrete handholes shall be according to Articles 1042.03(a)(c)(d)(e)."

SERVICE INSTALLATION (TRAFFIC SIGNALS)

Effective: May 22, 2002 Revised: June 15, 2016

805.01TS

Revise Section 805 of the Standard Specifications to read:

Description.

This work shall consist of all materials and labor required to install, modify, or extend the electric service installation. All installations shall meet the requirements of the "District One Standard Traffic Signal Design Details".

General.

The electric service installation shall be the electric service disconnecting means and it shall be identified as suitable for use as service equipment.

The electric utility contact information is noted on the plans and represents the current information at the time of contract preparation. The Contractor must request in writing for service and/or service modification within 10 days of contract award and must follow-up with the electric utility to assure all necessary documents and payment are received by the utility. The Contractor shall forward copies of all correspondence between the contractor and utility company to the Engineer and Area Traffic Signal Maintenance and Operations Engineer. The service agreement and sketch shall be submitted for signature to the IDOT's Traffic Operations Programs Engineer.

Materials.

a. General. The completed control panel shall be constructed in accordance with UL Std. 508A, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.

b. Enclosures.

- 1. Pole Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 4X, unfinished single door design, fabricated from minimum 0.080-inch (2.03 mm) thick Type 5052 H-32 aluminum. Seams shall be continuous welded and ground smooth. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 14-inches (350 mm) high, 9-inches (225 mm) wide and 8-inches (200 mm) in depth is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the vendor.
- 2. Ground Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 3R unfinished single door design with back panel. The cabinet shall be fabricated from Type 5052 H-32 aluminum with the frame and door 0.125-inch (3.175 mm) thick, the top 0.250-inch (6.350 mm) thick and the bottom 0.500-inch (12.70 mm) thick. Seams shall be continuous welded and ground smooth. The door and door opening shall be double flanged. The door shall be approximately 80% of the front surface, with a full length tamperproof stainless steel .075-inch (1.91 mm) thick hinge bolted to the cabinet with stainless steel carriage bolts and nylocks nuts. The locking mechanism shall be slam-latch type with a keyhole cover. The cabinet shall be sized to adequately house all required components

with extra space for arrangement and termination of wiring. A minimum size of 40-inches (1000 mm) high, 16-inches (400 mm) wide and 15-inches (375 mm) in depth is required. The cabinet shall be mounted upon a square Type A concrete foundation as indicated on the plans. The foundation is paid for separately.

- 3. All enclosures shall include a green external power indicator LED light with circuitry as shown in the Electrical Service-Panel Diagram detail sheet. For pole mounted service enclosures, the power indicator light shall be mounted as shown in the detail. For ground mounted enclosures, the power indicator light shall be mounted on the side of the enclosure most visible from the major roadway.
- c. Electric Utility Meter Housing and Riser. The electric meter housing and meter socket shall be supplied and installed by the contractor. The contractor is to coordinate the work to be performed and the materials required with the utility company to make the final connection at the power source. Electric utility required risers, weather/service head and any other materials necessary for connection shall also be included in the pay item. Materials shall be in accordance with the electric utility's requirements. For ground-mounted service, the electric utility meter housing shall be mounted to the enclosure. The meter shall be supplied by the utility company. Metered service shall not be used unless specified in the plans.
- d. Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120 volt load circuit by the means MOV and thermal fusing technology. The response time shall be <5n seconds and operate within a range of -40C to +85C. The surge protector shall be UL 1449 Listed.
- e. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.
- f. Fuses, Fuseholders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600 V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.
- g. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.
- h. Utility Services Connection. The Contractor shall notify the Utility Company marketing representative a minimum of 30 working days prior to the anticipated date of hook-up. This 30 day advance notification will begin only after the Utility Company marketing representative has received service charge payments from the Contractor. Prior to contacting the Utility Company marketing representative for service connection, the service installation controller cabinet and cable must be installed for inspection by the Utility Company.

i. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 10 feet (3.0m) in length, and 3/4 inch (20mm) in diameter. Ground rod resistance measurements to ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

Installation.

- a. General. The Contractor shall confirm the orientation of the traffic service installation and its door side with the engineer, prior to installation. All conduit entrances into the service installation shall be sealed with a pliable waterproof material.
- b. Pole Mounted. Brackets designed for pole mounting shall be used. All mounting hardware shall be stainless steel. Mounting height shall be as noted on the plans or as directed by the Engineer.
- c. Ground Mounted. The service installation shall be mounted plumb and level on the foundation and fastened to the anchor bolts with hot-dipped galvanized or stainless steel nuts and washers. The space between the bottom of the enclosure and the top of the foundation shall be caulked at the base with silicone.

Basis of Payment.

The service installation shall be paid for at the contract unit price each for SERVICE INSTALLATION of the type specified which shall be payment in full for furnishing and installing the service installation complete. The CONCRETE FOUNDATION, TYPE A, which includes the ground rod, shall be paid for separately. SERVICE INSTALLATION, POLE MOUNTED shall include the 3/4 inch (20mm) grounding conduit, ground rod, and pole mount assembly. Any charges by the utility companies shall be approved by the engineer and paid for as an addition to the contract according to Article 109.05 of the Standard Specifications.

ELECTRIC CABLE

Effective: May 22, 2002 Revised: July 1, 2015

873.01TS

Delete "or stranded, and No. 12 or" from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

GROUNDING OF TRAFFIC SIGNAL SYSTEMS

Effective: May 22, 2002 Revised: July 1, 2015

806.01TS

Revise Section 806 of the Standard Specifications to read:

General.

All traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC. This work shall be in accordance with IDOT's District One Traffic Signal Design Details.

The grounding electrode system shall include a ground rod installed with each traffic signal controller concrete foundation and all mast arm and post concrete foundations. An additional ground rod will be required at locations were measured resistance exceeds 25 ohms. Ground rods are included in the applicable concrete foundation or service installation pay item and will not be paid for separately.

Testing shall be according to Article 801.13 (a) (4) and (5).

- (a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.
- (b) The equipment grounding conductor shall be green color coded. The following is in addition to Article 801.04 of the Standard Specifications.
 - Equipment grounding conductors shall be bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
 - 2. Equipment grounding conductors shall be bonded, using a UL Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers, conduits, and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. Bonding shall be made with a splice and pigtail connection, using a sized compression type copper sleeve, sealant tape, and heat-shrinkable cap. A UL listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points. Conduit grounding bushings shall be installed at all conduit terminations including spare or empty conduits.
 - 3. All metallic and non-metallic raceways shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment grounding conductor.
 - 4. Individual conductor splices in handholes shall be soldered and sealed with heat shrink. When necessary to maintain effective equipment grounding, a full cable heat shrink shall be provided over individual conductor heat shrinks.
- (c) The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, UL listed pressure connectors, and UL listed clamps.

PEDESTRIAN PUSH-BUTTON POST

Effective: May 22, 2002 Revised: July 01, 2015

876.01TS

Revise the first sentence of Article 1077.02 (a) of the Standard Specifications to read:

The steel post shall be according to Article 1077.01. Washers for post bases shall be the same size or larger than the nut.

Revise the first sentence of Article 1077.02 (a) of the Standard Specifications to read:

All posts and bases shall be steel and hot dipped galvanized according to AASHTO M 111. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions.

PEDESTRIAN PUSH-BUTTON

Effective: May 22, 2002 Revised: July 1, 2015

888.01TS

Description.

Revise Article 888.01 of the Standard Specifications to read:

This work shall consist of furnishing and installing a latching (single call) or non-latching (dual call) pedestrian push-button and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a count-down pedestrian signal. The pedestrian station sign size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9" x 12" sign with arrow(s).

Installation.

Add the following to Article 888.03 of the Standard Specifications:

A mounting bracket and/or extension shall be used to assure proper orientation when two pedestrian push buttons are required for one post. The price of the bracket and/or extension shall be included in the cost of the pedestrian push button. The contractor is not allowed to install a push-button assembly with the sign below the push-button in order to meet mounting requirements.

Materials.

Revise Article 1074.02(a) of the Standard Specifications to read:

The pedestrian push-button housing shall be constructed of aluminum alloy according to ASTM B 308 6061-T6 and powder coated yellow, unless otherwise noted on the plans. The housing shall be furnished with suitable mounting hardware.

Revise Article 1074.02(e) of the Standard Specifications to read:

Stations shall be designed to be mounted to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch (75mm) round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a

count-down pedestrian signal. The pedestrian station size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9" x 12" sign with arrow(s).

Add the following to Article 1074.02 of the Standard Specifications:

(f) Location. Pedestrian push-buttons and stations shall be mounted to a post, mast arm pole or wood pole as shown on the plans and shall be fully ADA accessible from a paved or concrete surface. See the District's Detail sheets for orientation and mounting details.

Basis of Payment.

Revise Article 888.04 of the Standard Specifications to read:

This work will be paid for at the contract unit price per each for PEDESTRIAN PUSH-BUTTON or PEDESTRIAN PUSH-BUTTON, NON-LATCHING.

LIGHT EMITTING DIODE (LED) SIGNAL HEAD AND OPTICALLY PROGRAMMED LED SIGNAL HEAD

Effective: May 22, 2002 Revised: July 1, 2015

880.01TS

Materials.

Add the following to Section 1078 of the Standard Specifications:

- 1. LED modules proposed for use and not previously approved by IDOT District One will require independent testing for compliance to current VTCSH-ITE standards for the product and be Intertek ETL Verified. This would include modules from new vendors and new models from IDOT District One approved vendors.
- 2. The proposed independent testing facility shall be approved by IDOT District One. Independent testing must include a minimum of two (2) randomly selected modules of each type of module (i.e. ball, arrow, pedestrian, etc.) used in the District and include as a minimum Luminous Intensity and Chromaticity tests. However, complete module performance verification testing may be required by the Engineer to assure the accuracy of the vendor's published data and previous test results. An IDOT representative will select sample modules from the local warehouse and mark the modules for testing. Independent test results shall meet current ITE standards and vendor's published data. Any module failures shall require retesting of the module type. All costs associated with the selection of sample modules, testing, reporting, and retesting, if applicable, shall be the responsibility of the LED module vendor and not be a cost to this contract.
- 3. All signal heads shall provide 12" (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signals heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.

- 4. The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects within the first <u>7 years</u> from the date of traffic signal TURN-ON. LED signal modules which exhibit luminous intensities less than the minimum values specified in Table 1 of the ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement (June 27, 2005) [VTSCH], or applicable successor ITE specifications, or show signs of entrance of moisture or contaminants within the first <u>7 years</u> of the date of traffic signal TURN-ON shall be replaced or repaired. The vendor's written warranty for the LED signal modules shall be dated, signed by a vendor's representative and included in the product submittal to the State.
- (a) Physical and Mechanical Requirements
 - 1. Modules can be manufactured under this specification for the following faces:
 - a. 12 inch (300 mm) circular, multi-section
 - b. 12 inch (300 mm) arrow, multi-section
 - 2. The maximum weight of a module shall be 4 lbs. (1.8 kg).
 - 3. Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
 - 5. The lens of the module shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating or chemical surface treatment applied to provide abrasion resistance. The lens of the module shall be integral to the unit, convex with a smooth outer surface and made of plastic. The lens shall have a textured surface to reduce glare.
 - 6. The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.
 - 7. Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 1 inch (25.4 mm) in diameter. Additionally, the color shall be written out in 1/2 inch (12.7mm) letters next to the symbol.
- (b) Photometric Requirements
 - 4. The LEDs utilized in the modules shall be AllnGaP technology for red and InGaN for green and amber indications, and shall be the ultra-bright type rated for 100,000 hours of continuous operation from -40 °C to +74 °C.
- (c) Electrical
 - 1. Maximum power consumption for LED modules is per Table 2.
 - 2. Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
 - 3. The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).

- 4. When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- 5. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 6. LED arrows shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.
- (d) Retrofit Traffic Signal Module
 - 1. The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superseded in this section.
 - 2. Retrofit modules can be manufactured under this specification for the following faces:
 - a. 12 inch (300 mm) circular, multi-section
 - b. 12 inch (300 mm) arrow, multi-section
 - 3. Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.
 - 4. The maximum weight of a Retrofit module shall be 4 lbs. (1.8 kg).
 - 5. Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
 - 6. Electrical conductors for modules, including Retrofit modules, shall be 39.4 inches (1m) in length, with quick disconnect terminals attached.
 - 7. The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.
- (e) The following specification requirements apply to the 12 inch (300 mm) arrow module only. All general specifications apply unless specifically superseded in this section.
 - The arrow module shall meet specifications stated in Section 9.01 of the Equipment and Material Standards of the Institute of Transportation Engineers (November 1998) [ITE Standards], Chapter 2 (Vehicle Traffic Control Signal Heads) or applicable successor ITE specifications for arrow indications.
 - 2. The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs.
- (f) The following specification requirement applies to the 12 inch (300 mm) programmed visibility (PV) module only. All general specifications apply unless specifically superseded in this section.
 - 1. The LED module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.

Basis of Payment.

Add the following to the first paragraph of Article 880.04 of the Standard Specifications:

The price shall include furnishing the equipment described above, all mounting hardware and installing them in satisfactory operating condition.

Revise the second paragraph of Article 880.04 of the Standard Specifications to read:

If the work consists of retrofitting an existing polycarbonate traffic signal head with light emitting diodes (LEDs), it will be paid for as a SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for removal of the existing module, furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of signal faces, the number of signal sections in each signal face and the method of mounting.

LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD

Effective: May 22, 2002 Revised: July 1, 2015

881.01TS

Add the following to the third paragraph of Article 881.03 of the Standard Specifications:

No mixing of different types of pedestrian traffic signals or displays will be permitted.

Add the following to Article 881.03 of the Standard Specifications:

- (a) Pedestrian Countdown Signal Heads.
 - (1) Pedestrian Countdown Signal Heads shall not be installed at signalized intersections where traffic signals and railroad warning devices are interconnected.
 - (2) Pedestrian Countdown Signal Heads shall be 16 inch (406mm) x 18 inch (457mm), for single units with glossy yellow or black polycarbonate housings. All pedestrian head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on.
 - (3) Each pedestrian signal LED module shall be fully MUTCD compliant and shall consist of double overlay message combining full LED symbols of an Upraised Hand and a Walking Person. "Egg Crate" type sun shields are not permitted. Numerals shall measure 9 inches (229mm) in height and easily identified from a distance of 120 feet (36.6m).

<u>Materials.</u>

Add the following to Article 1078.02 of the Standard Specifications:

General.

1. The module shall operate in one mode: Clearance Cycle Countdown Mode Only. The

countdown module shall display actual controller programmed clearance cycle and shall start counting when the flashing clearance signal turns on and shall countdown to "0" and turn off when the steady Upraised Hand (symbolizing Don't Walk) signal turns on. Module shall not have user accessible switches or controls for modification of cycle.

- 2. At power on, the module shall enter a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.
- 3. The module shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The counting unit will go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.
- 4. If the controller preempts during the Walking Person (symbolizing Walk), the countdown will follow the controller's directions and will adjust from Walking Person to flashing Upraised Hand. It will start to count down during the flashing Upraised Hand.
- 5. If the controller preempts during the flashing Upraised Hand, the countdown will continue to count down without interruption.
- 6. The next cycle, following the preemption event, shall use the correct, initially programmed values.
- 7. If the controller output displays Upraised Hand steady condition and the unit has not arrived to zero or if both the Upraised Hand and Walking Person are dark for some reason, the unit suspends any timing and the digits will go dark.
- 8. The digits will go dark for one pedestrian cycle after loss of power of more than 1.5 seconds.
- 9. The countdown numerals shall be two (2) "7 segment" digits forming the time display utilizing two rows of LEDs.
- 10. The LED module shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications - Part 2: LED Pedestrian Traffic Signal Modules," or applicable successor ITE specifications, except as modified herein.
- 11. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 12. In the event of a power outage, light output from the LED modules shall cease instantaneously.
- 13. The LEDs utilized in the modules shall be AllnGaP technology for Portland Orange (Countdown Numerals and Upraised Hand) and GaN technology for Lunar White (Walking Person) indications.
- 14. The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

Basis of Payment.

Add the following to the first paragraph of Article 881.04 of the Standard Specifications:

The price shall include furnishing the equipment described above, all mounting hardware and

installing them in satisfactory operating condition.

Add the following to Article 881.04 of the Standard Specifications:

If the work consists of retrofitting an existing polycarbonate pedestrian signal head and pedestrian countdown signal head with light emitting diodes (LEDs), it will be paid for as a PEDESTRIAN SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition.

LED INTERNALLY ILLUMINATED STREET NAME SIGN

Effective: May 22, 2002 Revised: July 1, 2015

891.02TS

Description.

This work shall consist of furnishing and installing a LED internally illuminated street name sign.

Materials.

The illuminated street name sign shall be as follows.

(a) Description.

The LEDs shall be white in color. The LED internally illuminated street name sign shall display the designated street name clearly and legibly in the daylight hours without being energized and at night when energized. White translucent Type ZZ reflective sheeting sign faces with the street name applied in transparent green shall be installed on the street sign acrylic panels which shall be affixed to the interior of the sign enclosure. Sheeting material shall be of one continuous piece. Paneling shall not be allowed. Hinged door(s) shall be provided for easy access to perform general cleaning and maintenance operations. Illumination shall occur with LED Light Engine as specified.

(b) Environmental Requirements.

The LED lamp shall be rated for use in the ambient operating temperature range of -40 to $+50^{\circ}$ C (-40 to $+122^{\circ}$ F) for storage in the ambient temperature range of -40 to $+75^{\circ}$ C (-40 to $+167^{\circ}$ F).

(c) General Construction.

- The LED components, power supply, and wiring harness shall be arranged as to allow for maintenance, up to and including the replacement of all three components. The LED Light Engine shall be mounted in the top and/or bottom of the sign housing and no components of the light source shall sit between the sign faces.
- The assembly and manufacturing processes of the LED Light Engine shall be designed
 to ensure that all LED and electronic components are adequately supported to withstand
 mechanical shocks and vibrations in compliance with the specifications of the ANSI
 C136.31-2001 standards.

(d) Mechanical Construction.

 The sign shall be constructed using a weatherproof, aluminum housing consisting of an extruded aluminum with the maximum sign dimensions of 30" in height, 96" in length, 10.75" in depth (including the drip edge) and shall not weight more than 110 pounds. All

housing corners are continuous TIG (Tungsten Inert Gas) welded to provide a weatherproof seal.

- 2. The sign doors shall be continuous TIG welded along the two corners with the other two screwed together to make one side of the door removable for installation of the sign face. The door is fastened to the housing on the bottom by a full length stainless steel hinge. The sign shall also be fabricated in a way to ensure that no components fall out while a technician is opening or working inside the sign enclosure. The door shall be held secure onto a 1" wide by 5/32" thick neoprene gasket by an appropriate number of quarter-turn fasteners to form a watertight seal between the door and the housing.
- 3. The sign face shall be constructed of .125" white translucent polycarbonate or acrylic. Sign legend shall be according to D1 Mast Arm Mounted Street Name Sign detail and MUTCD. The sign face legend background shall consist of translucent Type ZZ white reflective sheeting and transparent green film applied to the front of the sign face. The legend shall be framed by a white border. A logo symbol and/or name of the community may be included with approval of the Engineer.
- 4. All surfaces of the sign shall be powder coated black.
- 5. All fasteners and hardware shall be corrosion resistant stainless steel. No special tools shall be required for routine maintenance.
- 6. All wiring shall be secured by insulated wire compression nuts or barrier type terminal blocks.
- 7. A wire entrance junction box shall be supplied with the sign assembly. The box may be supplied mounted to the exterior or interior of the sign and shall provide a weather tight seal.
- 8. A photoelectric switch shall be mounted inside control cabinet to control lighting functions for day and night display. Each sign shall be individually fused.
- 9. Brackets and Mounting: LED internally illuminated street name signs will be factory drilled to accommodate mast arm two-point support assembly mounting brackets unless indicated otherwise in the plans.

(e) Electrical.

- 1. Photocell shall be rated 105-305V, turn on at 1.5 fcs. with a 3-5 second delay. A manufacturer's warranty of six (6) years shall be provided. Power consumption shall be no greater than 1 watt at 120V.
- 2. The LED Light Engine shall operate from a 60 +- 3 cycle AC line power over a voltage range of 80 to 135 Vac rms. Fluctuations in line voltage over the range of 80 to 135 Vac shall not affect luminous intensity by more than +- 10%.
- 3. Total harmonic distortion induced into the AC power line by the LED Light Engine, operated at a nominal operating voltage and at a temperature of +25°C (+77°F), shall not exceed 20%.
- 4. The LED Light Engine shall cycled ON and OFF with a photocell as shown on the detail sheet and shall not exceed 120 Watts. The signs shall be installed such that they are not

energized when traffic signals are powered by an alternate energy source such as a generator or uninterruptable power supply (UPS).

(f) Photometric Requirements.

- 1. The entire surface of the sign panel shall be evenly illuminated. The average maintained luminous intensity measured across the letters, operating under the conditions defined in Environmental Requirements and Wattage Sections shall be of a minimum value of 100 cd/m².
- 2. The manufacturer shall make available independent laboratory test results to verify compliance to Voltage Range and Luminous Intensity Distribution Sections.
- 3. LED shall have a color temperature of 5200k nominal, CRI of 80 with a life expectancy of 75,000 hrs.

(g) Quality Assurance.

The LED Light Engine shall be manufactured in accordance with a vendor quality assurance (QA) program. The production QA shall include statistically controlled routine tests to ensure minimum performance levels of the LED Light Engine build to meet this specification. QA process and test result documentations shall be kept on file for a minimum period of seven (7) years. The LED Light Engine that does not satisfy the production QA testing performance requirements shall not be labeled, advertised, or sold as conforming to these specifications. Each LED Light Engine shall be identified by a manufacturer's serial number for warranty purposes. LED Light Engines shall be replaced or repaired if they fail to function as intended due to workmanship or material defects within the first sixty (60) months from the date of acceptance. LED Light Engines that exhibit luminous intensities less than the minimum value specified in Photometric Section within the first thirty-six (36) months from the date of acceptance shall be replaced or repaired.

Installation.

The sign shall be located on a steel traffic signal mast arm no further than 8-feet from the center of the pole to the center of the sign at a height of between 16 to 18-feet above traveled pavement. Mounting hardware shall be from an approved vendor, utilizing stainless steel components.

Basis of Payment.

This work will be paid for at the contract unit price each for LED INTERNALLY ILLUMINATED STREET NAME SIGN, of the length as specified in the contract plans which shall be payment in full for furnishing and installing the LED internally illuminated street name sign, complete with circuitry and mounting hardware including photo cell, circuit breaker, fusing, relay, connections and cabling as shown on the plans for proper operation and installation.

EMERGENCY VEHICLE PRIORITY SYSTEM

Effective: May 22, 2002 Revised: July 1, 2015

887.01TS

Revise Section 887 of the Standard Specifications to read:

It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle pre-emption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency.

All new installations shall be equipped with Confirmation Beacons as shown on the "District One Standard Traffic Signal Design Details." The Confirmation Beacon shall consist of a 6 watt Par 38 LED flood lamp with a 30 degree light spread, or a 7 watt Par 30 LED flood lamp with a 15 degree or greater spread, maximum 7 watt energy consumption at 120V, and a 2,000 hour warranty for each direction of pre-emption. The lamp shall have an adjustable mount with a weatherproof enclosure for cable splicing. All hardware shall be cast aluminum or stainless steel. Holes drilled into signal poles, mast arms, or posts shall require rubber grommets. In order to maintain uniformity between communities, the confirmation beacons shall indicate when the control equipment receives the preemption signal. The pre-emption movement shall be signalized by a flashing indication at the rate specified by Section 4L.01 of the "Manual on Uniform Traffic Control Devices," and other applicable sections of future editions. The stopped pre-empted movements shall be signalized by a continuous indication.

All light operated systems shall include security and transit preemption software and operate at a uniform rate of 14.035 Hz ±0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the EMERGENCY VEHICLE PRIORITY SYSTEM.

Basis of Payment.

The work shall be paid for at the contract unit price each for furnishing and installing LIGHT DETECTOR and LIGHT DETECTOR AMPLIFIER. Furnishing and installing the confirmation beacon shall be included in the cost of the Light Detector. Any required modifications to the traffic signal controller shall be included in the cost of the LIGHT DETECTOR AMPLIFIER. The preemption detector amplifier shall be paid for on a basis of (1) one each per intersection controller and shall provide operation for all movements required in the pre-emption phase sequence.

EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C

Effective: January 1, 2013 Revised: July 1, 2015

873.03TS

This work shall consist of furnishing and installing lead-in cable for light detectors installed at existing and/or proposed traffic signal installations as part of an emergency vehicle priority system. The work includes installation of the lead-in cables in existing and/or new conduit. The electric cable shall be shielded and have (3) stranded conductors, colored blue, orange, and yellow with a stranded tinned copper drain wire. The cable shall meet the requirements of the vendor of the Emergency Vehicle Priority System Equipment.

Basis of Payment.

This work will be paid for at the contract unit price per foot for EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C, which price shall be payment in full for furnishing, installing and making all electrical connections necessary for proper operations.

PLUG EXISTING SANITARY SEWERS

The work includes brick and mortar installation at the end of the existing sanitary sewer 30"/42" Dia proposed for abandonment at locations shown on the plans or as directed by the engineer.

This work will be paid for at the contract unit price per each PLUG EXISTING SANITARY SEWERS installed, which shall be full compensation for work, materials and equipment required.

ABANDON FILL EXISTING SANITARY MANHOLE

This work shall consist of the Removal and disposal of the Frame and barrel sections of the sanitary manhole. The base section shall be filled with Controlled Low-Strength Material (CLSM).

Controlled Low-Strength Material (CLSM) to fill the base section will be measured and paid separately for at contract unit price per cubic yard for CONTROLLED LOW STRENGTH MATERIAL.

This work for removal and disposal of the frame and barrel sections will be paid for at the contract unit price per each ABANDON FILL EXISTING SANITARY MANHOLE installed, which shall be full compensation for work, materials and equipment required.

TRAFFIC CONTROL PLAN

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

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

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

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701006-05, 701701-10, 701801-06, 701901-08, 704001-08, and 720001-01.

<u>DETAILS</u>: Traffic Control and Protection for Side Roads, Intersections, and Driveways (TC-10); Raised Reflective Pavement Markers (Snow Plow Resistant (TC-11), District One Typical Pavement Markings (TC-13); Pavement Markings Letters and Symbols for Traffic Staging (T-16); Arterial Road Information Sign (TC-22).

SPECIAL PROVISIONS:

Maintenance of Roadways Work Zone Traffic Control Surveillance (LRS 3) Public Convenience and Safety (D-1) Temporary Information Signing Pavement Marking Removal Lights on Barricades (BDE)

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

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

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

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read: "Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

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

Add the following to Article 603.02 of the Standard Specifications:

- (j) Temporary Rubber Ramps (Note 2)
 - Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).
 - Note 2. The rubber material shall be according to the following.

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

Dimension	Requirement	
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)	
Thickness at inside edge	Height of casting \pm 1/4 in. (6 mm)	
Thickness at outside edge	1/4 in. (6 mm) max.	
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min	

Placement shall be according to the manufacturer's specifications.

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

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

Effective: November 1, 2011 Revised: November 1, 2013

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

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

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

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

Effective: November 1, 2012 Revise: January 1, 2018

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Central Bureau of Materials approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.

(2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non-Quality, FRAP -#4 or Type 2 RAS", etc...).
 - (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
 - (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, HMA (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
 - (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
 - (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or HMA (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
 - (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

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

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

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
 - (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has

been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

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

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

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

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

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

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

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

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

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing

Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

(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		
% Passing:1/	FRAP	RAS	
1/2 in.	5.0%		
No. 4	5.0%		
No. 8	3.0%	4.0%	
No. 30	2.0%	4.0%	
No. 200	2.2%	4.0%	
Asphalt Binder Content	0.3%	3.0%	
G _{mm}	0.030		

1/ Based on washed extraction.

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

(d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of

the Contractor's quality control by the assurance process.

1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
 - (1) RAP from Class I, HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

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

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

- (a) FRAP. The use of FRAP in HMA shall be as follows.
 - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
 - (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
 - (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B

quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

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

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt

binder replacement designated on the table shall be reduced by 10 %.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP and RAS stone specific gravities (G_{sb}) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity (G_{sb}) or Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

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

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized material.

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

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.
 - (1) Dryer Drum Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
- i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
- j. Accumulated mixture tonnage.
- k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))
- (2) Batch Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - d. Mineral filler weight to the nearest pound (kilogram).
 - f. RAS and FRAP weight to the nearest pound (kilogram).
 - g. Virgin asphalt binder weight to the nearest pound (kilogram).
 - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (c) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 μm) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

(d)

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013 Revised: January 1, 2018

1) Design Composition and Volumetric Requirements

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

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

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

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

- 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."

1004.03 1003.03 1031 1011 1012.03

1032

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

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

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
(b)		Fine Aggregate
(c)		RAP Material
		Mineral Filler
		Hydrated Lime
(f)		Slaked Quicklime (Note 1)
(h)		Fibers (Note 3)
(i)		

- 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 I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.
- Note 4. Warm mix additives or foaming processes shall be selected from the current

Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies"."

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

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

High ES	High ESAL, MIXTURE COMPOSITION (% PASSING) 1/									
Sieve	IL-19.0		SMA 4/		SMA 4/		IL-9.5		IL-4.75	
Size	m	m		12.5		9.5	m	m	mm	
	min	max		m		m	min	may	min	may
1 1/2 in	min	max	min	max	min	max	min	max	min	max
(37.5 mm)										
1 in.		100								
(25 mm)		100								
3/4 in.	90	100		100						
(19 mm)	0	100								
1/2 in.	75	89	80	100		100		100		100
(12.5 mm) 3/8 in.										
(9.5 mm)				65	90	100	90	100		100
#4			20	20	20	F0			00	100
(4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8	20	42	16	24 ^{5/}	16	325/	3/1 6/	52 ^{2/}	70	90
(2.36 mm)	20	42	.0			02	J 4	32	, ,	00
#16	15	30					10	32	50	65
(1.18 mm)										
#30			12	16	12	18				
(600 μm)										
#50	6	15					4	15	15	30
(300 μm) #100										
#100 (150 μm)	4	9					3	10	10	18
#200			7.0	0 0 2/	-	0 = 2/			_	0.2/
//200 (75 μm)	3	6	7.0	9.0 3/	7.5	9.5 ^{3/}	4	6	7	9 3/
Ratio										
Dust/Asph		1.0		1.5		1.5		1.0		1.0
alt Binder										

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

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						
	Voids ii	n the Mineral Ago	gregate	Voids Filled		
		(VMA),		with Asphalt		
	% minimum					
Ndesign		(VFA),				
	IL-19.0	`%´				
50		18.5	65 – 78 ^{2/}			
70	13.5	65 - 75				
90	10.0	15.0		05 - 75		

- 1/ Maximum Draindown for IL-4.75 shall be 0.3 percent
- 2/ VFA for IL-4.75 shall be 72-85 percent"

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

"(3) SMA Mixtures.

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

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag,

crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

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

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

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

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

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

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

2) Design Verification and Production

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

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

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

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

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 \pm 5 °F (135 \pm 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 \pm 5 °F (132 \pm 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)."

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

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture at the beginning of each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

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

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

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

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

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

EMBANKMENT II

Effective: March 1, 2011 Revised: November 1, 2013

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

<u>Material</u>. Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

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

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

AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012

Revised: April 1, 2016

Add the following Section to the Standard Specifications:

"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement.

303.02 Materials. Materials shall be according to the following.

It	em					Δ	rticle/Se	ection
(a)Coarse							Aggre	egate
							100	04.07
(b)Reclaimed	Asphalt	Pavement	(RAP)	(Notes	1,	2	and	3)
								1031

- Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.
- **303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).
- **303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.
 - **303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer.

If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

- **303.08** Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.
- **303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

- "1004.07 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
 - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
 - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.
 - (c) Gradation.
 - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

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

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)							
Sieve Size and Percent Passing								
Grad No. 200 mm 150 mm 100 mm 50 mm 4.75 r								
CS 01	100							

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

PUBLIC CONVENIENCE AND SAFETY (D1)

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

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

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday,

the length of Holiday Period for Monday or Friday shall apply."

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

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

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

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

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

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

Utilities to be Adjusted

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

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Kings Road Sta 36+55,163'LT to Sta38+05, 40'LT	12" Water- main	Existing watermain is in conflict with proposed structure at Kings Road over Lily Cache Creek.	Illinois American Water	Watermain to be relocated by Illinois American Water.
Kings Road Sta36+85,135'LT to Sta38+85, 150'LT	30"&42" Sanitary sewer	Existing Sanitary sewer is in conflict with proposed structure at Kings Road over Lily Cache Creek.	Village of Bolingbrook	Relocation to be performed by the Contractor.

Pre-Stage: 15 Days Total Installation Utilities to be Watched and Protected

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

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Kings Road	Street	Existing Street Light Pole not to be removed	Village of	Protect Light Pole during
Sta54+85, 62'LT	Light pole		Bolingbrook	Kings Road Project.

Kings Road Sta54+85, 62'LT Sta55+30, 60'LT	Electrical Conduit	Existing underground electrical conduit crossing Great Plains Way.	Village of Bolingbrook	Locate and verify the depth of conduit. Protect.
Kings Road Sta24+80, 45'RT	Fire Hydrant	Fire Hydrant	Illinois American Water	Protect FH.
Kings Road Sta62+48, 27'RT	Fire Hydrant	Fire Hydrant	Illinois American Water	Protect FH.

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
Illinois American Water	Henry Maradiaga	1000 Internationale Parkway, Woodridge, IL 60442	(630)739-8859	henry.maradiaga@amwater.co
Village of Bolingbrook	Thomas M Pawlowicz	375 West Briarcliff Road, Bolingbrook, IL 60440	(630)226-8851	tpawlowicz@boilingbrook.com

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

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

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

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

Effective: June 26, 2006 Revised: April 1, 2016

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

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

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

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

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

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

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall 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 \pm 0.40 percent."

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

"(c) RAP Materials (Note 5)1031"

Add the following note to 1030.02 of the Standard Specifications:

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

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996 Revised: January 2, 2007

Description.

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

Materials.

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

	<u>ltem</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIRMENTS

Installation.

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

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

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

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement.

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

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

Basis Of Payment.

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

FRICTION AGGREGATE (D-1)

Effective: January 1, 2011 Revised: April 29, 2016

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

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

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

Use	Mixture	Aggregates Allowed				
Class A	Seal or Cover	Allowed Alone or in Combination 5/:				
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete				
HMA	Stabilized	Allowed Alone or in Combination 5/:				
Low ESAL	Subbase or Shoulders	Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete				
HMA	Binder	Allowed Alone or in Combination ^{5/6/} :				
High ESAL Low ESAL	IL-19.0 or IL-19.0L SMA Binder	Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}				
HMA	C Surface and	Allowed Alone or in Combination 5/:				
High ESAL Low ESAL	Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}				

Use	Mixture	Aggregates Allowed				
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed St Limestone) ^{2/} Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	one (other than			
HMA High ESAL (cont)	D Surface and Leveling Binder IL-9.5	Other Combinations A Up to	llowed:			
(00111)		25% Limestone	Dolomite			
	SMA Ndesign 50 Surface (Cont)	50% Limestone	Any Mixture D aggregate other than Dolomite			
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone			
HMA High ESAL	E Surface IL-9.5	Allowed Alone or in Combination 5/6/:				
Tiigii LO/(L	SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag				
		No Limestone.				
		Other Combinations Allowed:				
		Up to	With			
		50% Dolomite ^{2/}	Any Mixture E aggregate			
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone			
		75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag			

Use	Mixture	Aggregates Allowed				
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Control Crystalline Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone. Other Combinations A Up to	tone			
		50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone			

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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

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

Site #: Kings Road

- Station 13+66 to Station 34+25 from 0 feet to 25 feet LT/ RT of Kings Rd center line. This
 material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article
 669.09. Potential contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.
- Station 34+25 to Station 39+00 from 0 feet to 170 feet LT of Kings Rd center line (Channel/ Overflow, Structure excavation). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Potential contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.
- Station 36+50 to Station 40+25 from 0 feet to 200 feet RT of Kings Rd center line (Overflow, Structure excavation and sanitary relocation). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Potential contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.
- Station 40+25 to Station 54+00 from 0 feet to 25 feet LT/ RT of Kings Rd center line. This
 material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article
 669.09. Potential contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.
- Station 54+00 to Station 62+50 from 0 feet to 90 feet RT of Kings Rd center line. This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Potential contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.
- Station 54+00 to Station 62+50 from 0 feet to 25 feet LT of Kings Rd center line. This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Potential contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

Revise Section 669 of the Standard Specifications to read:

"SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and groundwater. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-construction Submittals. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a Regulated Substance Pre-Construction Plan (RSPCP) to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the qualifications of Contractor(s) or firm(s) performing the following work shall be listed.

- (a) On-Site Monitoring. Qualification for on-site monitoring of regulated substance work and onsite monitoring of UST removal requires either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and special waste operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements.
 - Qualification for each individual performing on-site monitoring requires a minimum of oneyear of experience in similar activities as those required for the project.
- (b) Underground Storage Tank. Qualification for underground storage tank (UST) work requires licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 30 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 30 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field.

CONSTRUCTION REQUIREMENTS

669.04 Contaminated Soil and/or Groundwater Monitoring. Prior to beginning excavation, the Contractor shall mark the limits of removal for approval by the Engineer. Once excavation begins, the work and work area involving regulated substances shall be monitored by qualified personnel. The qualified personnel shall be on-site continuously during excavation and loading of material containing regulated substances. The qualified personnel shall be equipped with either a photoionization detector (PID) (minimum 10.6eV lamp), or a flame ionization detector (FID), and other equipment, as appropriate, to monitor for potential contaminants associated with volatile organic compounds (VOCs) or semi-volatile organic compounds (SVOCs). The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily, and as field and weather conditions change. Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

The qualified personnel shall document field activities using form BDE 2732 (Regulated Substances Monitoring Daily Record) including the name(s) of personnel conducting the monitoring, weather conditions, PID or FID calibration records, a list of equipment used on-site, a narrative of activities completed, photo log sheets, manifests and landfill tickets, monitoring results, how regulated substances were managed and other pertinent information.

Samples will be collected in accordance with the RSPCP. Samples shall be analyzed for the contaminants of concern (COCs), including pH, based on the property's land use history, the encountered abnormality and/or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 III. Adm. Code 1100.605. The analytical results shall serve to document the level of contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, collection location and depth, and any other relevant observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846; "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039; and "Methods for the Determination of Organic Compounds in Drinking Water, Supplement III", EPA 600/R-95/131, August 1995. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective.

669.05 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

(a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:

- (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 9.0, inclusive.
- (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 9.0, inclusive.
- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 -9.0. inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the construction limits or managed and disposed off-site as "uncontaminated soil" according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.
 - (1) The pH of the soil is less than 6.25 or greater than 9.0.
 - (2) The soil exhibited PID or FID readings in excess of background levels.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 IAC 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way or managed and disposed off-site as "uncontaminated soil" according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.
- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater

Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste. The groundwater shall be containerized and trucked to an off-site treatment facility or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sewer.

All groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10⁻⁷ cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall be responsible for transporting and disposing all material classified as a non-special waste, special waste, or hazardous waste from the job site to an appropriately permitted landfill facility. The transporter and the vehicles used for transportation shall comply with all federal, state, and local rules and regulations governing the transportation of non-special waste, special waste, or hazardous waste.

All equipment used by the Contractor to haul contaminated material to the landfill facility shall be lined with a 6 mil (150 micron) polyethylene liner and securely covered during transportation. The Contractor shall obtain all documentation including any permits and/or licenses required to transport the contaminated material to the disposal facility.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Engineer shall coordinate with the Contractor on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate for waste disposal approval with the disposal facility. After the Contractor completes these activities and upon receipt of authorization from the Engineer, the Contractor shall initiate the disposal process.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). The Engineer shall maintain the file for all such documentation. For management of special or hazardous waste, the Contractor shall provide the

Engineer with documentation the Contractor (or subcontractor, if a subcontractor is used for transportation) is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

The Contractor shall schedule and arrange the transport and disposal of each load of contaminated material produced. The Contractor shall make all transport and disposal arrangements so no contaminated material remains within the project area at the close of business each day. Exceptions to this specification require prior approval from the Engineer within 24 hours of close of business. The Contractor shall be responsible for all other pre-disposal/transport preparations necessary daily to accomplish management activities.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill mandated by definition of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by definition of the contaminant and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The Contractor shall be responsible for coordinating permits with the IEPA. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

- **669.06 Non-Special Waste Certification.** An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.
 - (a) Definition. A waste is considered a non-special waste as long as it is not:
 - (1) a potentially infectious medical waste;
 - (2) a hazardous waste as defined in 35 IAC 721;
 - (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 IAC 811.107;
 - (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR 61.141;
 - (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
 - (6) a material subject to the waste analysis and recordkeeping requirements of 35 IAC 728.107 under land disposal restrictions of 35 IAC 728;
 - (7) a waste material generated by processing recyclable metals by shredding and

required to be managed as a special waste under Section 22.29 of the Environmental Protection Act: or

- (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.
- (b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:
 - (1) the means by which the generator has determined the waste is not a hazardous waste;
 - (2) the means by which the generator has determined the waste is not a liquid;
 - (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
 - (4) if the waste does not undergo testing, an explanation as to why no testing is needed;
 - (5) a description of the process generating the waste; and
 - (6) relevant material safety data sheets.

669.07 Temporary Staging. The Contractor shall excavate and dispose of all waste material as mandated by the contaminants without temporary staging. If circumstances require temporary staging, he/she shall request in writing, approval from the Engineer.

When approved, the Contractor shall prepare a secure location within the project area capable of housing containerized waste materials. The Contractor shall contain all waste material in leak-proof storage containers such as lined roll-off boxes or 55 gal (208 L) drums, or stored in bulk fashion on storage pads. The design and construction of such storage pad(s) for bulk materials shall be subject to approval by the Engineer. The Contractor shall place the staged storage containers on an all-weather gravel-packed, asphalt, or concrete surface. The Contractor shall maintain a clearance both above and beside the storage units to provide maneuverability during loading and unloading. The Contractor shall provide any assistance or equipment requested by the Engineer for authorized personnel to inspect and/or sample contents of each storage container. All containers and their contents shall remain intact and undisturbed by unauthorized persons until the manner of disposal is determined. The Contractor shall keep the storage containers covered, except when access is requested by authorized personnel of the Department. The Engineer shall authorize any additional material added to the contents of any storage container before being filled.

The Contractor shall ensure the staging area is enclosed (by a fence or other structure) to ensure direct access to the area is restricted, and he/she shall procure and place all required regulatory identification signs applicable to an area containing the waste material. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall clearly mark all containers in permanent marker or paint with the date of waste generation, location and/or area of waste generation, and type of waste (e.g., decontamination water, contaminated clothing, etc.). The Contractor shall place these identifying markings on an exterior side surface of the container. The Contractor shall separately containerize each contaminated medium, i.e. contaminated clothing is placed in a separate container from decontamination water. Containers used to store liquids shall not be filled in excess of 80 percent of the rated capacity. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other

substances that could classify the material as a hazardous waste in the container.

The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 III. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining all permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Adm. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 III. Adm. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the DESU. Upon confirmation of a release of contaminants from the UST and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the

IDOT District in which the UST is located and the DESU Manager):

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the UST excavation zone and entered into subsurface structures (such as sewers or basements).

The UST excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. The material shall be approved prior to placement. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

- **669.09 Regulated Substance Final Construction Report.** Not later than 90 days after completing this work, the Contractor shall submit a Regulated Substance Final Construction Report (RSFCR) to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.
- **669.10 Method of Measurement.** Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

On-site monitoring of regulated substances, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof, for ON-SITE MONITORING OF REGULATED SUBSTANCES.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of removing a UST, soil excavation, soil and content sampling, and the excavated soil, UST content, and UST disposal will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

Payment for temporary staging, if required, will be paid for according to Article 109.04.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

The sampling and testing associated with this work will be paid for as follows.

- (a) BETX Soil/Groundwater Analysis. When the contaminants of concern are gasoline only, soil or groundwater samples shall be analyzed for benzene, ethylbenzene, toluene, and xylenes (BETX). The analysis will be paid for at the contract unit price per each for BETX SOIL ANALYSIS and/or BETX GROUNDWATER ANALYSIS using EPA Method 8021B.
- (b) BETX-PNAS Soil/Groundwater Analysis. When the contaminants of concern are middle distillate and heavy ends, soil or groundwater samples shall be analyzed for BETX and polynuclear aromatics (PNAS). The analysis will be paid for at the contract unit price per each for BETX-PNAS SOIL ANALYSIS and/or BETX-PNAS GROUNDWATER ANALYSIS using EPA Method 8021B for BETX and EPA Method 8310 for PNAs.
- (c) Priority Pollutants Soil Analysis. When the contaminants of concern are used oils, soil samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for PRIORITY POLLUTANTS SOIL ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and using an ICP instrument and EPA Methods 6010B and 7471A for metals.
- (d) Priority Pollutant Groundwater Analysis. When the contaminants of concern are used oils, non-petroleum material, or unknowns, groundwater samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will

be paid for at the contract unit price per each for PRIORITY POLLUTANTS GROUNDWATER ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and EPA Methods 6010B and 7470A for metals.

- (e) Target Compound List (TCL) Soil Analysis. When the contaminants of concern are unknowns or non-petroleum material, soil samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCS, priority pollutants metals, pesticides, and Resource Conservation and Recovery Act (RCRA) metals by the toxicity characteristic leaching procedure (TCLP). The analysis will be paid for at the contract unit price per each for TCL SOIL ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, EPA Method 8081 for pesticides, and ICP instrument and EPA Methods 6010B, 7471A, 1311 (extraction), 6010B, and 7470A for metals.
- (f) Soil Disposal Analysis. When the waste material for disposal requires sampling for disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT."

80407

DRILL AND GROUT BARS

The work consists of drilling holes into bedrock, install the bars and grout. Drill and grout bars shall be as directed by the engineer, drill 1 $\frac{1}{2}$ " diameter x 12" depth into bedrock, provide #8 GR.60 deformed rebar 4'-0" long and grout into drilled hole with high strength non-shrink grout per ASTM C 1107-02. The bars should 2'-0" apart along the wing wall or as directed by the engineer.

This work will be paid for at the contract unit price per each DRILL AND GROUT BARS, which shall be full compensation for work, materials and equipment required.

VIDEO VEHICLE DETECTION SYSTEM COMPLETE INTERSECTION

Description: This work shall consist of furnishing and installing a system that monitors vehicles on a roadway via the processing of video images and that provides detector outputs to a traffic signal controller. This work shall consist of furnishing and installing video cameras, cables, video processors, a controller interface unit, and a remote communication module to operate the video vehicle detection system at one signalized intersection.

Materials: The Video Detection System Complete Intersection shall be an Autoscope Vision system.

All the cables from the detection cameras to the traffic signal cabinet and within the traffic signal cabinet itself shall be included in the cost of this item.

The Video Detection System Complete Intersection shall also include an LCD monitor in the traffic signal cabinet with BNC connector for video input. Surge protection and grounding shall be provided to protect the video detection cameras and components located in the traffic signal cabinet.

The system shall have anonymous FTP capabilities disabled by the vendor/equipment supplier or provide a feature for the user to disable the functionality through the standard internal menu.

Installation: The video detection camera shall be installed on top of the luminaire arm. Occasionally overhead utility wires may obstruct the camera's field of view and prevent proper detector placement. In the event of obstructed view, the camera shall be installed on a J-hook below the luminaire arm, instead of the normal mounting bracket.

All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent the chafing of wires.

If the Video Detection System Complete Intersection will be connected to the Gigabit Ethernet network, it shall communicate over 10/100 Base T Ethernet to a Layer II (Datalink) Switch and/or a Layer III (Network) Switch. Layer II and Layer III switches shall be installed as shown on the plans.

Basis of Payment: This item will be paid for the contract unit price per each for VIDEO DETECTION SYSTEM COMPLETE INERSECTION. The unit price shall include all associated equipment, hardware, cables, materials, and labor required to install the system at one signalized intersection and in operation to the satisfaction of the Traffic Engineer. If required, the cost of the J-hook shall be included in the cost of VIDEO DETECTION SYSTEM COMPLETE INTERSECTION. If required, the LAYER II (DATALINK) SWITCH and/or the LAYER III (NETWORK) SWITCH will be paid for separately.

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No project specific reports were prepared.
en applicable, the following checked reports and record information is available for Bidders' rence upon requests:
☐ Record structural plans
☐ Preliminary Site Investigation (PSI)
☑ Preliminary Environmental Site Assessment (PESA)
⊠ Soils/Geotechnical Reports
 Environmental Sampling and Analytical Testing Kings Road (10/05/2017) Roadway Geotechnical Report Kings Road (10/06/2017) Structure Geotechnical Report (7/27/2018)
⊠ Boring Logs
☐ Pavement Cores
☐ Location Drainage Study (LDS)
⊠ Hydraulic Report
⊠ Noise Analysis
☑ Other Soil Boring Bedrock Elevations

Those seeking these reports should request access from:

James Bibby, P.E., S.E.
Rempe-Sharpe & Associates, Inc.
324 West State Street
Geneva, IL 60134
(630) 232-0827
jbibby@rsaengr.com
8 AM – 5 PM; M-F

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

Effective: August 1, 2012 Revised: February 1, 2014

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

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantages persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipient6s, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provisi8on reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

Method of Measurement

The unit of measurement is in hours

Basis of Payment

This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number o hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journey worker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, The Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating t6he steps that i8t has taken in pursuance thereof, prior to a determination as the whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

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

SPECIAL PROVISION FOR INSURANCE

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

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

The Contractor shall name the following entities as additional insured under the Contractor's

general liability insurance policy in accordance with Article 107.27:
Village of Bolingbrook
The entities listed above and their officers, employees, and agents shall be indemnified and

held harmless in accordance with Article 107.26.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY WATER POLLUTION CONTROL PERMIT

LOG NUMBERS:

2018-63485

BURAEU ID#:

W1974150023

PERMIT NO.: 2018-HB-63485

FINAL PLANS, SPECIFICATIONS, APPLICATION

AND SUPPORTING DOCUMENTS

DATE ISSUED08/23/2018

PREPARED BY: Rempe Sharpe & Associates

SUBJECT: BOLINGBROOK - Bolingbrook Kings Road

(Village of Bolingbrook- STP #3 Sewage Treatment Plant) - Sanitary Sewer Permit

PERMITTEE TO CONSTRUCT, OWN, AND OPERATE

Village of Bolingbrook 375 West Briarcliff Road Bolingbrook, IL 60440-3829

Permit is hereby granted to the above designated permittee(s) to construct and/or operate water pollution control facilities described as follows (quantities are approximate):

248 feet of 30 inch sanitary sewer, 125 feet of 42 inch sanitary sewer and 4 manholes to serve existing population of Bolingbrook (0 P.E., 0 GPD, DAF) located at the intersection of Kings Road and 155th Street with discharge to an existing 42 inch sanitary sewer tributary to the above indicated sewage treatment plant.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: Any connections to this sanitary sewer extension must be in accordance with the latest Revisions of Title 35, Subtitle C, Chapter 1. Permits must be obtained if required by said regulations.

SPECIAL CONDITION 2: The Permittee to Construct shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activities associated with this project will result in the disturbance of one (1) or more acres total land area.

An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control - Permit Section.

SPECIAL CONDITION 3: Please contact the Illinois Department of Natural Resources (IDNR), Office of Water Resources. IDNR may require a permit pursuant to the Rivers, Lakes, and Streams Act for construction of that portion of the project located in the floodplain. The U.S. Army Corps of Engineers may also require a permit pursuant to Section 404 of the Clean Water Act. Application forms received from IDNR will specify which Corps District you should contact.

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

100

SAK:KAR:N:\BOW\Permits\WPDOCS\Keith\StateCons t- SS\2018\Bolingbrook 63485\2018-63485.docx

DIVISION OF WATER POLLUTION CONTROL

amy L. Dragovil

CC:

EPA-Des Plaines FOS Rempe Sharpe & Associates Records - Municipal

Amy L. Dragovich, P.E. Manager, Permit Section

STATE OF



ILLINOIS

Permit No.: DIL-18-007

Department of Transportation

Division of Highways 2300 South Dirksen Parkway Springfield, IL 62764

REGULATED FLOODWAY CONSTRUCTION PERMIT RIVERS, LAKES AND STREAMS ACT "615 ILCS 5"

PERMISSION IS HEREBY GRANTED TO: Village of Bolingbrook

375 West Briarcliff Road Bolingbrook, IL 60440-0951

FOR CONSTRUCTION OF: A new bridge on Kings Road Over Lily Cache Creek in the Village of Bolingbrook. The proposed bridge will be a Precast Arch Culvert with three Cells and have a Span Length of 3 at 45 ft. along road center line and 135'-10" Structure Length Back to Back Abutments. The project is located Section 19, Township 37 North, Range 10 East of the 3rd Prime Meridian, Will County, as part of Section Number 15-00059-00-PV Structure Number 099-6867.

IN ACCORDANCE WITH THE	Application and Plan
DATED July 16, 2018	AND MADE A PART HEREOF, AND SUBJECT TO THE
TERMS SHOWN ON THE BACK HE	REOF AND THE SPECIAL CONDITIONS ATTACHED
HERETO AS EXHIBIT.	
EXAMINED AND APPROVED	
REGIONAL ENGINEER/CENTRAL E	1/-20-18 HREALL CHIEF DATE

DEPARTMENT OF THE ARMY



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

September 14, 2018

Technical Services Division Regulatory Branch LRC-2018-196

SUBJECT: Installation of new conspan crossing and channel improvements at Kings Road crossing of Lily Cache Creek, Village of Bolingbrook, Will County, Illinois (Latitude 41.67471, Longitude -88.14614)

Mr. Pratik Patel Village of Bolingbrook 375 W. Briarcliff Road Bolingbrook, Illinois 60440

Dear Mr. Patel:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 3, Category I and the General Conditions for all activities authorized under the Regional Permit Program.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "Kings Road Bridge Footings Construction Sequences" dated 8/23/2018, prepared by State of Illinois Department of Transportation. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

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

The following special conditions are a requirement of your authorization:

1. You shall fully implement the Project Mitigation Document titled, "Specifications for Kings Road Streambank Restoration, Bolingbrook, IL", dated 4/5/2018, prepared by Gary R. Weber Associates, Inc., within the first year of project construction. All restored wetlands must meet the performance standards in accordance with the approved mitigation document. Your responsibility to complete the required compensatory

mitigation will not be considered fulfilled until you have demonstrated compensatory mitigation project success and have received written verification of that success from the U.S. Army Corps of Engineers.

- 2. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Will-South Cook County Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.
 - a. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. You shall contact the SWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.
 - b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
 - c. Prior to commencement of any in-stream work, you shall submit constructions plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.
- 3. Under no circumstances shall the Contractor prolong final grading and shaping so that the entire project can be permanently seeded at one time. Permanent stabilization within the wetland and stream buffers identified in the plans shall be initiated immediately following the completion of work. Final stabilization of these areas should not be delayed due to utility work to be performed by others.
- 4. Please note that this site is within the aboriginal homelands of several American Indian Tribes. If any cultural, archaeological or historical resources are unearthed during activities authorized by this permit, work in that area must be stopped immediately and the Corps, State Historic Preservation Office and/or Tribal Historic Preservation Office must be contacted for further instruction. The Corps will initiate the coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing on the National Register of Historic Places.
- 5. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
- 6. A copy of this authorization must be present at the project site during all phases of construction.

- 7. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
- 8. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions.
- 9. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.
- 10. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
- 11. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
- 12. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
- 13. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.
- 14. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
- 15. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or preconstruction conditions and fully stabilized prior to accepting flows.

This office is in receipt of a letter from the Mink Creek Wetland Mitigation Bank confirming your purchase of 0.60 acres of mitigation credits. This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. If you have any questions regarding Section 401 certification, please contact Mr. Darin LeCrone at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-0610.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Ms. Brielle Cummings of my staff by telephone at (312) 846-5545, or email at Brielle.K.Cummings@usace.army.mil.

Sincerely,

Digitally signed by MCLAURIN.DIEDRA.L.1230340362 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=MCLAURIN.DIEDRA.L.1230340362 Date: 2018.09.14 15:59:52 -05'00'

Diedra L. McLaurin Team Leader, West Section Regulatory Branch

Enclosures

Copy Furnished:

Will County Land Use Department (Jim Song) Will-South Cook SWCD (Neil Pellmann) Gary R. Weber Associates, Inc. (Ellen Raimondi)



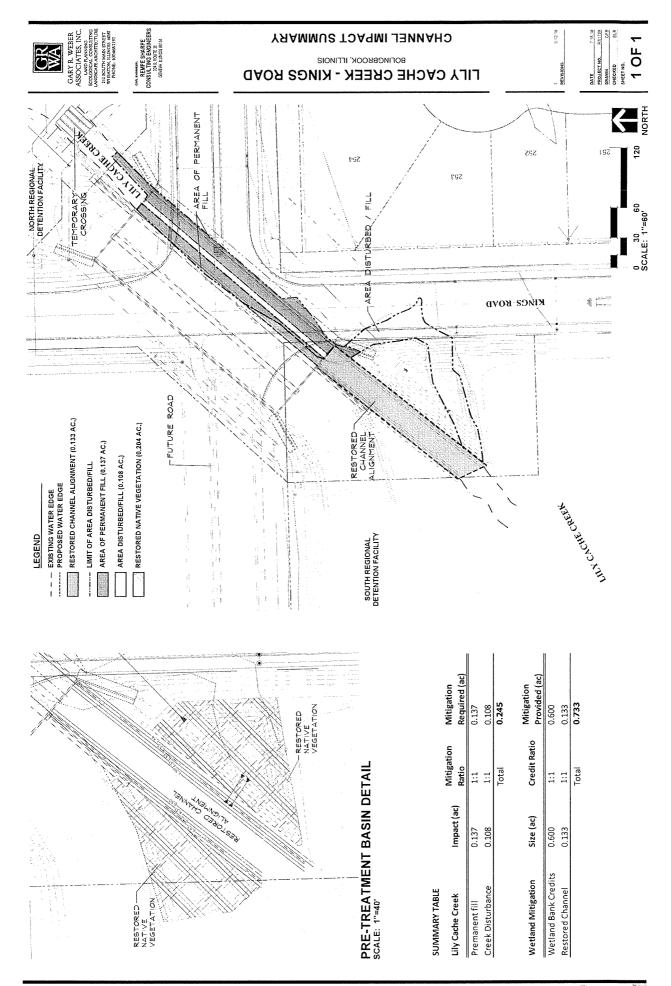
suspension, modification, or revocation.

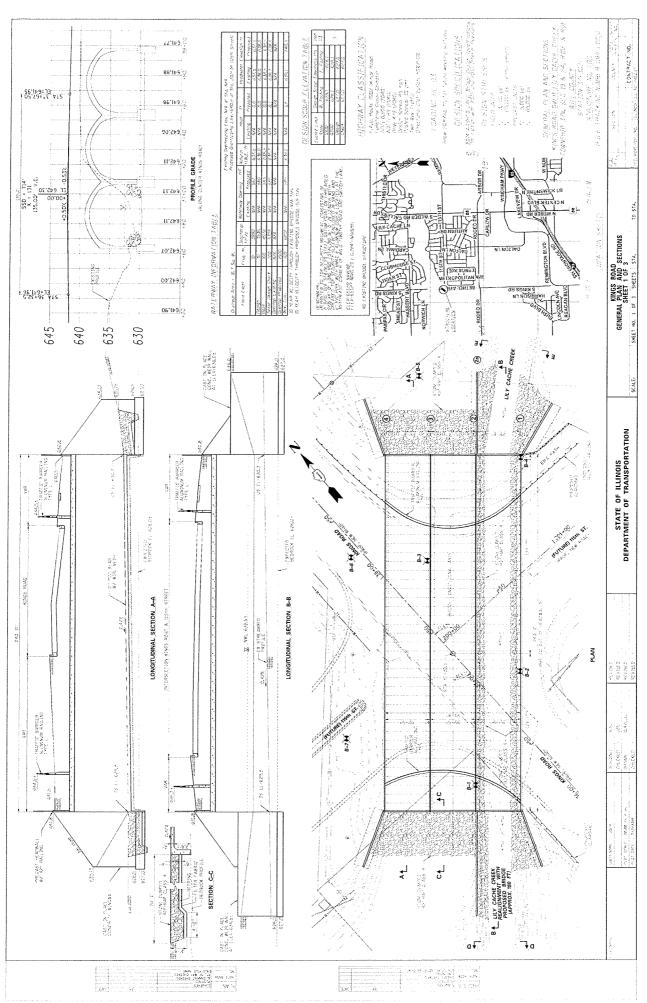
PERMIT COMPLIANCE

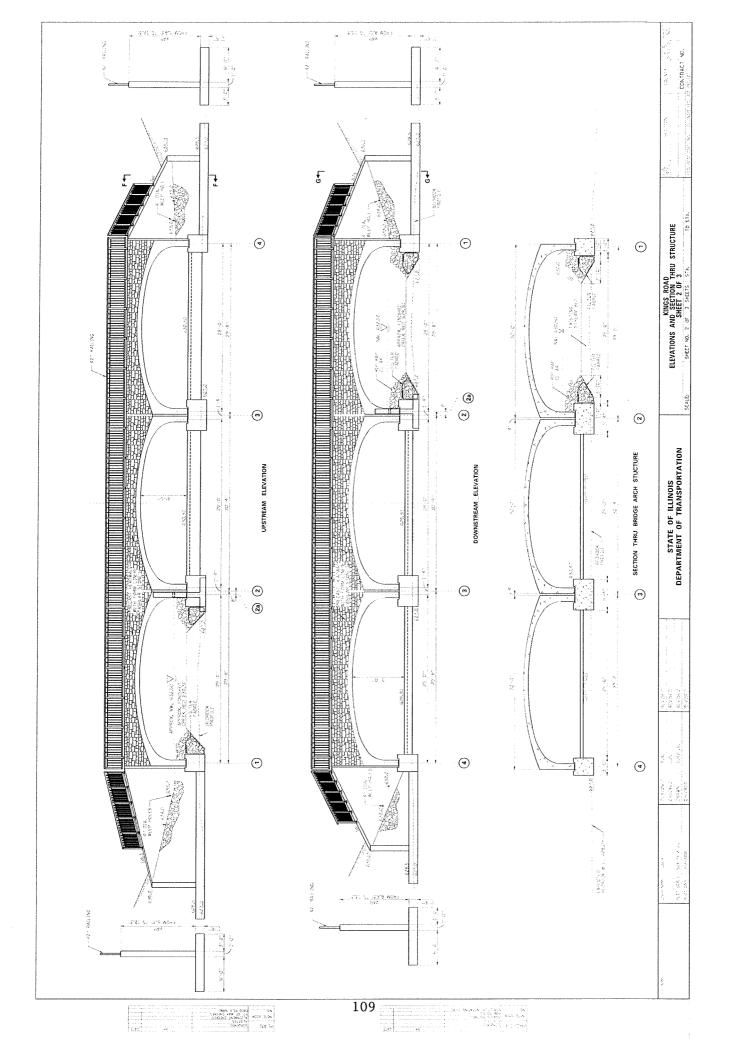
CERTIFICATION

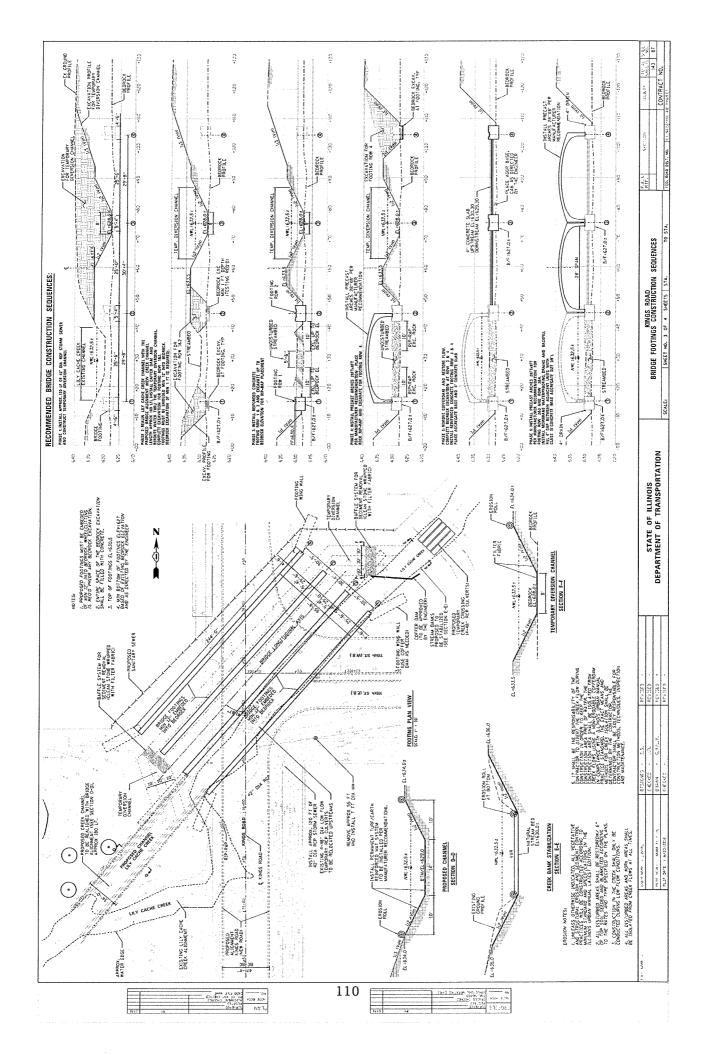
Permit Number:	LRC-2018-196
Permittee:	Pratik Patel Village of Bolingbrook
Date:	September 14, 2018
accordance with the t	ne work authorized by the above-referenced permit has been completed in erms and conditions of said permit and if applicable, compensatory wetland leted in accordance with the approved mitigation plan. ¹
PERMITTEE	DATE
•	he activity authorized by this permit and any mitigation required by the on must be signed and returned to the following address:
Chicag 231 Sc	army Corps of Engineers go District, Regulatory Branch buth LaSalle Street, Suite 1500 go, Illinois 60604-1437
-	permitted activity is subject to compliance inspections by Corps of ives. If you fail to comply with this permit, you may be subject to permit

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









KING'S ROAD BOLINGBROOK, IL





AERIAL PHOTOGRAPH Provided by: Google Earth Photo Date: 4/30/2015

LEGEND: Project Area

Ordinary High Water Mark

A-C

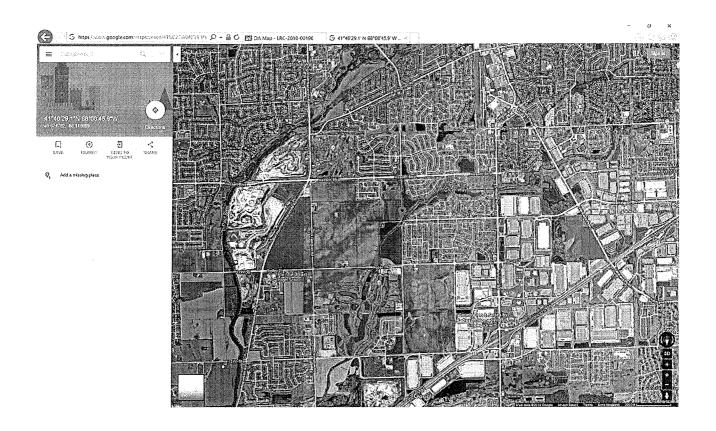
Sample Points

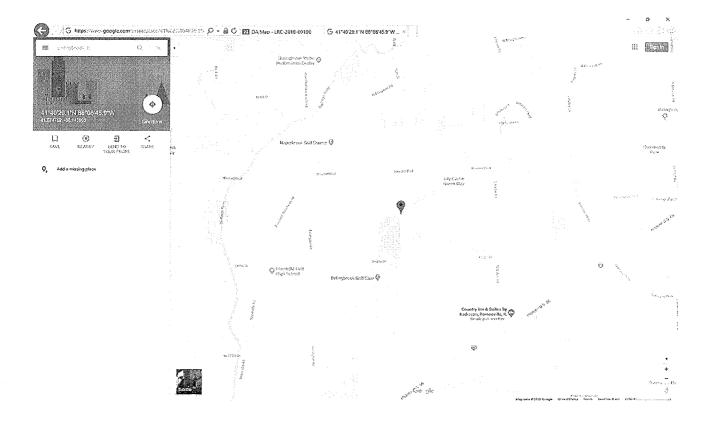
Rempe-Sharpe Geneva, IL

Exhibit F









September 14, 2018

Village of Bolingbrook Attn: Mr. Pratik Patel 375 West Briarcliff Road Bolingbrook, IL 60440

Erosion Control Plan Review

Project Name: Kings Road ACOE# LRC-2018-00196 WSCSWCD# 18-456

Dear Mr. Patel:



Leadership in Resource Management Since 1946.

1201 S. GOUGAR ROAD • NEW LENOX, ILLINOIS 60451 (815) 462-3106 • FAX (815) 462-3176 www.will-scookswcd.org

I have determined that there are adequate measures for controlling soil erosion and sediment control for the project shown on the plans entitled Village of Bolingbrook - Kings Road" project. This letter is to notify you that the Soil Erosion and Sediment Control Plan, Will County (SESC) for the project meets the technical standards of the Will-South Cook Soil and Water Conservation District for SESCs. If the contractor will have more details dealing with the project's dewatering plan those details need to be provided for our review.

Enclosed you will find copies of the Soil Erosion and Sediment Control Plans that are stamped and a signed letter, as approved. Please keep tis copy on site at all times when requested by Will-South Cook SWCD or any other authorized agency.

Please notify us of the date of the pre-construction meeting for the project. We would appreciate at least ten (10) days of notice prior to the meeting date.

If you have any questions or concerns please feel free to contact me by calling (815) 462-3106 Ext. 3.

Respectfully,

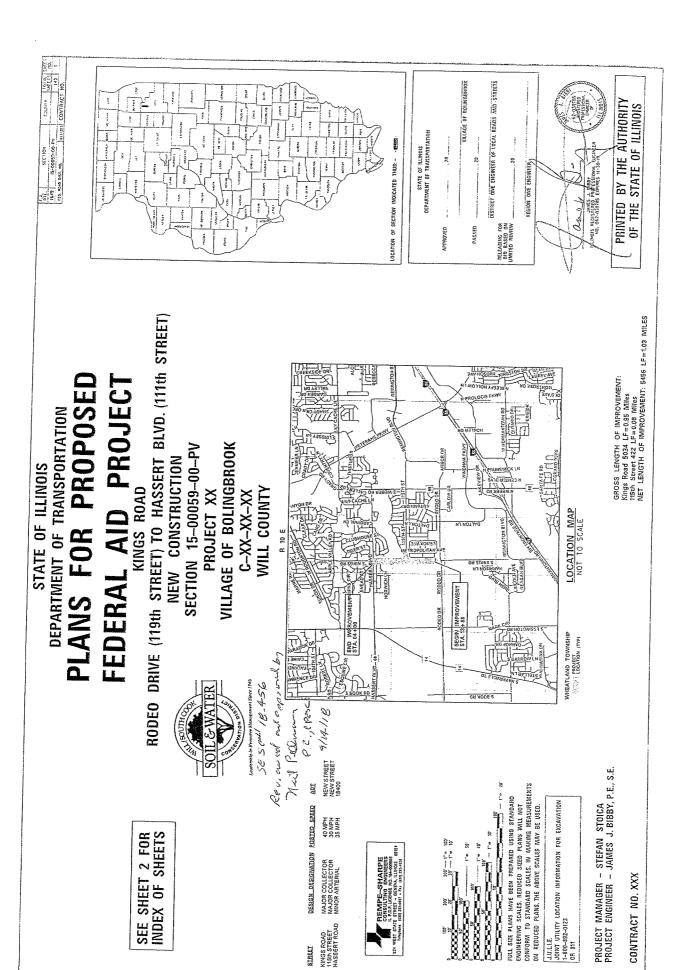
Neil Pellmann, P.E., CPESC

Hal Pellman

Enclosure

cc: Jim Bibby, Rempe-Sharpe

Brielle Cummings, US Army Corps of Engineers



SIREET

Course I continu Information

Illinois Environmental Protection Agency

Page 1 of 2

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

Uncontaminated Soil Certification

by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 III. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 III. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

i. Source Location information	
(Describe the location of the source of the uncontar	aminated soil)
Project Name: Kings Road Between Hassert Blvd.	d. & Rodeo Drive Office Phone Number, if available:
Physical Site Location (address, inclduding number	•
Kings Road Between Hassert Blvd. & Rodeo Drive	
City: Bolingbrook State: IL	Zip Code: 60440
County: Will	Township:
Lat/Long of approximate center of site in decimal de	degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):
Latitude: 41.6748580 Longitude: -88.14	1461570
(Decimal Degrees) (-Dec	ecimal Degrees)
Identify how the lat/long data were determined:	
☐ GPS	Interpolation Survey Other
IEPA Site Number(s), if assigned: BOL:	BOW: BOA:
El A dice Number (9), il assigned.	
I. Owner/Operator Information for Sour	rce Site
Site Owner	Site Operator
vame: Village of Bolingbrook	Name: Village of Bolingbrook
Street Address: 375 W. Briarcliff Road	Street Address: 375 W. Briarcliff Road
PO Box:	PO Box:
City: Bolingbrook State:	: IL City: Bolingbrook State: IL
ip Code: 60440 Phone: 630-226	
Contact:	Contact:
mail if available	Fmail if available:

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39).

Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms

LPC 663 Rev. 8/2012 Management Center.

Project Name:	Kings Road Betv	veen Hassert E	lvd. & Rodeo Drive
Latitude:	41.6748580	Longitude:	-88.1461570

Uncontaminated Site Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a)[:

Site historical documents (Federal, State and Local databases, and aerial photographs) were reviewed and visual site reconnaissance was performed to determine adequacy and location of sample points, and analytical test parameters. Summary of database search results is attached.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 III. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 III. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

Analytical test reports are attached, chain of custody is attached, laboratory accreditation is attached. pH of all samples is within the range of 6.25 and 9.0

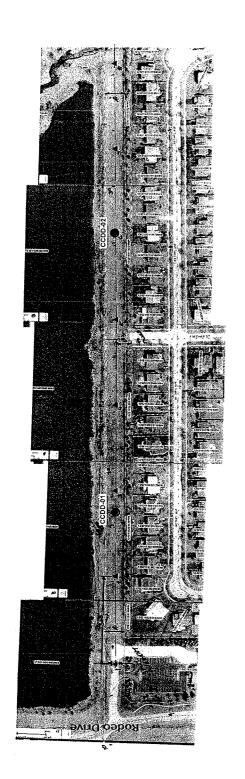
IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

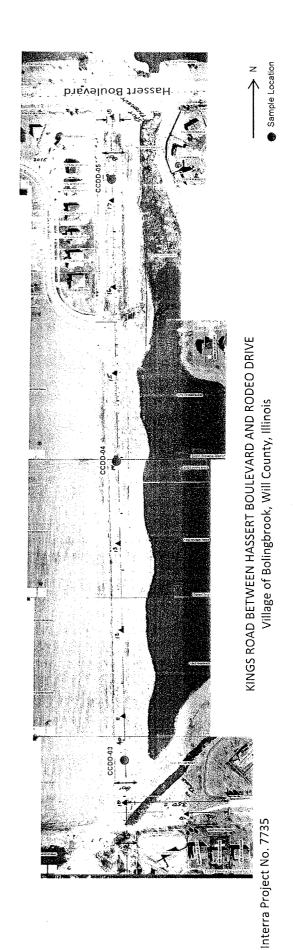
In Sanjeev Bandi (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 III. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name:	Interra, Inc.			
Street Address:	600 Territorial Drive, Suite G			
City:	Bolingbrook	State:	<u>IL</u> Zip Code: 60440	
Phone:	630-754-8700			WILLIAM OF ILLIAM
Sanjeev Bandi				
Printed N	ame:		10/05/2017	6ANJEEVAREDDY CO BANDI U U U U U U U U U U U U U U U U U U U
Licensed Professio	nal Engineer or nal Geologist Signature:		Date:	CENSE CONTRACTOR

P.E. or L.P.G. Seal:





SUBURBAN LABORATORIES, Inc.



1950 S. Batavia Ave., Suite 150 Geneva, Illinois 60134 Tel. (708) 544-3260 • Toll Free (800) 783-LABS Fax (708) 544-8587 www.suburbanlabs.com

Workorder: 1705N03

June 13, 2017

Ashok Guntaka INTERRA, Inc. 600 Territorial Drive, Suite G Bolingbrook, IL 60440

TEL: (630) 754-8700 FAX: (630) 754-8705

RE: Kings Rond. Gestech and CCDD 7735

Dear Ashok Guntaka:

Suburban Laboratories, Inc. received 5 sample(s) on 5/31/2017 for the analyses presented in the following report.

All data for the associated quality control (QC) met EPA, method, or internal laboratory specifications except where noted in the case narrative. If you are comparing these results to external QC specifications or compliance limits and have any questions, please contact us.

This final report of laboratory analysis consists of this cover letter, case narrative, analytical report, dates report, and any accompanying documentation including, but not limited to, chain of custody records, raw data, and letters of explanation or reliance. This report may not be reproduced, except in full, without the prior written approval of Suburban Laboratories, Inc.

If you have any questions regarding these test results, please call me at (708) 544-3260.

Sincerely,

Keith Sinon

Project Manager

708-544-3260 ext 212

keith@suburbanlabs.com

Déir Sin





1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

Case Narrative

Client: INTERRA, Inc.

Project: Kings Rond. Gestech and CCDD 7735

WorkOrder: 1705N03

Temperature of samples upon receipt at SLI: 3 C

Date: June 13, 2017

PO #: 7735

QC Level:

Chain of Custody #: 136947

General Comments:

- All results reported in wet weight unless otherwise indicated. (dry = Dry Weight)
- Sample results relate only to the analytes of interest tested and to sample as received by the laboratory.
- Environmental compliance sample results meet the requirements of 35 IAC Part 186 unless otherwise indicated.
- Waste water analysis follows the rules set forth in 40 CFR part 136 except where otherwise noted.
- Accreditation by the State of Illinois is not an endorsement or a guarantee of the validity of data generated.
- For more information about the laboratories' scope of accreditation, please contact us at (708) 544-3260 or the Agency at (217) 782-6455.
- All radiological results are reported to the 95% confidence level.

Abbreviations:

- Reporting Limit: The concentration at which an analyte can be routinely detected on a day to day basis, and which also meets regulatory and client needs.
- Quantitation Limit: The lowest concentration at which results can be accurately quantitated.
- J: The analyte was positively identified above our Method Detection Limit and is considered detectable and usable; however, the associated numerical value is the approximate concentration of the analyte in the sample.
- ATC: Automatic Temperature Correction. TNTC: Too Numerous To Count
- TIC: Tentatively Identified Compound (GCMS library search identification, concentration estimated to nearest internal standard).
- SS (Surrogate Standard): Quality control compound added to the sample by the lab.

Method References:

For a complete list of method references please contact us.

- E: USEPA Reference methods
- SW: USEPA, Test Methods for Evaluating Solid Waste (SW-846)
- M: Standard Methods for the Examination of Water and Wastewater
- USP: Latest version of United States Pharmacopeia

Workorder Specific Comments:

G = Samples subcontracted to STAT Analysis Corp. (IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP Lab Code 101202), for some of the analysis requested.



1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

Laboratory Results

Client ID: INTERRA, Inc.

Project Name: Kings Rond. Gestech and CCDD 7735

Report Date: June 13, 2017 Workorder: 1705N03

Client Sample ID: CCDD-01

Lab ID: 1705N03-001

Date Received: 05/31/2017 2:20 PM

Matrix: SOIL

Collection Date: 05/30/2017 9:15 AM

Parameter	Result	Report Limit	Qual.	Units	Dilution Factor	Date Analyzed	Batch ID
METALS BY ICP		Method:	EPA-6010B-R	ev 2, Dec-96		Analyst: jmk	
Arsenic	6.16	1.15		mg/Kg-dry	1	06/09/2017 5:30 PM	45612
Barium	61.0	0.125		mg/Kg-dry	1	06/09/2017 5:30 PM	45612
Cadmium	0.552	0.0750		mg/Kg-dry	1	06/09/2017 5:30 PM	45612
Chromium	9.46	0.0600		mg/Kg-dry	1	06/09/2017 5:30 PM	45612
Lead	12.1	0.600		mg/Kg-dry	1	06/09/2017 5:30 PM	45612
Selenium	ND	1.30		mg/Kg-dry	1	06/09/2017 5:30 PM	45612
Silver	ND	0.0600		mg/Kg-dry	1	06/09/2017 5:30 PM	45612
ORGANOCHLORINE PESTICIDES		Method:	EPA-8081A-R	ev 1, Dec-96		Analyst: mn	
4,4´-DDD	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
4,4'-DDE	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
4,4'-DDT	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Aldrin	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
alpha-BHC	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
alpha-Chlordane	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
beta-BHC	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Chlordane	ND	0.0150		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
delta-BHC	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Dieldrin	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Endosulfan I	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Endosulfan II	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Endosulfan sulfate	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Endrin	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Endrin aldehyde	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Endrin ketone	ND	0.00152		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
gamma-BHC	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
gamma-Chlordane	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Heptachlor	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Heptachlor epoxide	ND	0.000760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Methoxychlor	ND	0.00760		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Toxaphene	ND	0.0302		mg/Kg-dry	1	06/05/2017 5:27 PM	45533
Internal Quality Control Compounds							
SS: Tetrachloro-m-xylene	79.8	33.7-156		%Rec	1	06/05/2017 5:27 PM	45533
CHLORINATED HERBICIDES, SUBCON	TRACTED	Method:	EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4,5-TP (Silvex)	ND	0.00324	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014



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Laboratory Results

Client ID: INTERRA, Inc.

Project Name: Kings Rond. Gestech and CCDD 7735

Report Date: June 13, 2017

Workorder: 1705N03

Matrix: SOIL

Client Sample ID: CCDD-01

Lab ID: 1705N03-001

Date Received: 05/31/2017 2:20 PM

Collection Date: 05/30/2017 9:15 AM

Parameter	Result	Report Limit	Qual.	Units	Dilution Factor	Date Analyzed	Batch ID
CHLORINATED HERBICIDES, SUBC	ONTRACTED	Method	: EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4-D	ND	0.00324	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dalapon	ND	0.0324	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dinoseb	ND	0.00659	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Pentachlorophenol	ND	0.00995	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Picloram	ND	0.00659	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
MERCURY BY CVAA		Method	: EPA-7471B-R	ev 2, Feb-07		Analyst: jmk	
Mercury	ND	0.0219		mg/Kg-dry	1	06/05/2017 1:59 PM	45602
PH (IN LABORATORY) <atc></atc>		Method	: EPA-9045C-R	ev 3, Jan-95		Analyst: mmh	
pH	7.93	1.00		pH Units	1	05/31/2017 5:11 PM	R84623
PERCENT MOISTURE		Method: ASTM-D2216-Rev 2005				Analyst: ES	
Percent Moisture	14	1.0		wt%	1	06/01/2017 9:57 AM	R84638



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Laboratory Results

Dilution

Client ID: INTERRA, Inc.

Report Date: June 13, 2017 Project Name: Kings Rond. Gestech and CCDD 7735 Workorder: 1705N03

Report

Client Sample ID: CCDD-02

Matrix: SOIL

Lab ID: 1705N03-002 Date Received: 05/31/2017 2:20 PM Collection Date: 05/30/2017 10:25 AM

Parameter	Result	Limit	Qual.	Units	Factor	Date Analyzed	Batch ID
METALS BY ICP		Method	: EPA-6010B-R	ev 2, Dec-96		Analyst: jmk	
Arsenic	5.61	1.15		mg/Kg-dry	1	06/09/2017 5:39 PM	45612
Barium	50.9	0.125		mg/Kg-dry	1	06/09/2017 5:39 PM	45612
Cadmium	0.393	0.0750		mg/Kg-dry	1	06/09/2017 5:39 PM	45612
Chromium	8.11	0.0600		mg/Kg-dry	1	06/09/2017 5:39 PM	45612
Lead	6.81	0.600		mg/Kg-dry	1	06/09/2017 5:39 PM	45612
Selenium	ND	1.30		mg/Kg-dry	1	06/09/2017 5:39 PM	45612
Silver	ND	0.0600		mg/Kg-dry	1	06/09/2017 5:39 PM	45612
ORGANOCHLORINE PESTICIDES		Method	EPA-8081A-R	ev 1, Dec-96		Analyst: mn	
4,4´-DDD	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
4,4'-DDE	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
4,4'-DDT	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Aldrin	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
alpha-BHC	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
alpha-Chlordane	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
beta-BHC	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Chlordane	ND	0.0152		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
delta-BHC	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Dieldrin	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Endosulfan I	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Endosulfan II	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Endosulfan sulfate	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Endrin	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Endrin aldehyde	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Endrin ketone	ND	0.00153		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
gamma-BHC	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
gamma-Chlordane	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Heptachlor	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Heptachlor epoxide	ND	0.000766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Methoxychlor	ND	0.00766		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Toxaphene	ND	0.0304		mg/Kg-dry	1	06/05/2017 5:47 PM	45533
Internal Quality Control Compounds							
SS: Tetrachloro-m-xylene	80.6	33.7-156		%Rec	1	06/05/2017 5:47 PM	45533
CHLORINATED HERBICIDES, SUBCONT	TRACTED	Method:	EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4,5-TP (Silvex)	ND	0.00383	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014



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Laboratory Results

Client ID: INTERRA, Inc.

Project Name: Kings Rond. Gestech and CCDD 7735

Report Date: June 13, 2017 Workorder: 1705N03

Client Sample ID: CCDD-02

Lab ID: 1705N03-002

Date Received: 05/31/2017 2:20 PM

Matrix: SOIL
Collection Date: 05/30/2017 10:25 AM

Parameter	Result	Report Limit	Qual.	Units	Dilution Factor	Date Analyzed	Batch ID
CHLORINATED HERBICIDES, SUBCO	ONTRACTED	Method	: EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4-D	ND	0.00383	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dalapon	ND	0.0383	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dinoseb	ND	0.00766	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Pentachlorophenol	ND	0.0115	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Picloram	ND	0.00766	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
MERCURY BY CVAA		Method	: EPA-7471B-R	ev 2, Feb-07		Analyst: jmk	
Mercury	ND	0.0232		mg/Kg-dry	1	06/05/2017 2:02 PM	45602
PH (IN LABORATORY) <atc></atc>		Method	: EPA-9045C-R	ev 3, Jan-95		Analyst: mmh	
рН	8.17	1.00		pH Units	1	05/31/2017 5:14 PM	R84623
PERCENT MOISTURE		Method: ASTM-D2216-Rev 2005				Analyst: ES	
Percent Moisture	14	1.0		wt%	1	06/01/2017 3:13 PM	R84652



1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

Laboratory Results

Client ID: INTERRA, Inc.

Project Name: Kings Rond. Gestech and CCDD 7735

Report Date: June 13, 2017

Workorder: 1705N03

Matrix: SOIL

Client Sample ID: CCDD-03

Lab ID: 1705N03-003

Date Received: 05/31/2017 2:20 PM Collection

Collection Date: 05/30/2017 12:05 PM

Parameter	Result	Report Limit	Qual.	Units	Dilution Factor	Date Analyzed	Batch ID
METALS BY ICP		Method:	EPA-6010B-R	ev 2, Dec-96		Analyst: jmk	
Arsenic	7.42	1.15		mg/Kg-dry	1	06/09/2017 5:49 PM	45612
Barium	108	0.125		mg/Kg-dry	1	06/09/2017 5:49 PM	45612
Cadmium	0.451	0.0750		mg/Kg-dry	1	06/09/2017 5:49 PM	45612
Chromium	15.6	0.0600		mg/Kg-dry	1	06/09/2017 5:49 PM	45612
Lead	13.1	0.600		mg/Kg-dry mg/Kg-dry	1	06/09/2017 5:49 PM	45612
Selenium	ND	1.30			1	06/09/2017 5:49 PM	45612
				mg/Kg-dry	1	06/09/2017 5:49 PM	45612
Silver	ND	0.0600		mg/Kg-dry	ı	00/03/2017 5.43 FW	40012
ORGANOCHLORINE PESTICIDES		Method:	EPA-8081A-R	ev 1, Dec-96		Analyst: mn	
4,4´-DDD	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
4,4'-DDE	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
4,4´-DDT	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Aldrin	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
alpha-BHC	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
alpha-Chlordane	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
beta-BHC	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Chlordane	ND	0.0164		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
delta-BHC	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Dieldrin	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Endosulfan I	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Endosulfan II	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Endosulfan sulfate	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Endrin	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Endrin aldehyde	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Endrin ketone	ND	0.00166		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
gamma-BHC	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
gamma-Chlordane	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Heptachlor	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Heptachlor epoxide	ND	0.000830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Methoxychlor	ND	0.00830		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Toxaphene	ND	0.0330		mg/Kg-dry	1	06/05/2017 6:08 PM	45533
Internal Quality Control Compounds	.,,,	0.000		6)	,		,
SS: Tetrachloro-m-xylene	79.7	33.7-156		%Rec	1	06/05/2017 6:08 PM	45533
CHLORINATED HERBICIDES, SUBCONT	RACTED	Method:	EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4,5-TP (Silvex)	ND	0.00413	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014



1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

Laboratory Results

Client ID: INTERRA, Inc.

Project Name: Kings Rond. Gestech and CCDD 7735

Report Date: June 13, 2017

Workorder: 1705N03

Client Sample ID: CCDD-03

Lab ID: 1705N03-003

Date Received: 05/31/2017 2:20 PM

Matrix: SOIL

Collection Date: 05/30/2017 12:05 PM

Parameter	Result	Report Limit	Qual.	Units	Dilution Factor		Batch ID
CHLORINATED HERBICIDES, SUBC	ONTRACTED	Method	l: EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4-D	ND	0.00413	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dalapon	ND	0.0413	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dinoseb	ND	0.00838	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Pentachlorophenol	ND	0.0124	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Picloram	ND	0.00838	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
MERCURY BY CVAA		Method	: EPA-7471B-R	ev 2, Feb-07		Analyst: jmk	
Mercury	ND	0.0237		mg/Kg-dry	1	06/05/2017 2:04 PM	45602
PH (IN LABORATORY) <atc></atc>		Method	: EPA-9045C-R	ev 3, Jan-95		Analyst: mmh	
рН	7.99	1.00		pH Units	1	05/31/2017 5:15 PM	R84623
PERCENT MOISTURE		Method: ASTM-D2216-Rev 2005				Analyst: ES	
Percent Moisture	20	1.0		wt%	1	06/01/2017 3:13 PM	R84652



1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

Laboratory Results

Client ID: INTERRA, Inc.

Project Name: Kings Rond. Gestech and CCDD 7735

Report Date: June 13, 2017 Workorder: 1705N03

Client Sample ID: CCDD-04

Lab ID: 1705N03-004

Date Received: 05/31/2017 2:20 PM

Matrix: SOIL
Collection Date: 05/30/2017 12:50 PM

		Report			Dilution		
Parameter	Result	Limit	Qual.	Units	Factor	Date Analyzed	Batch ID
METALS BY ICP		Method: E	ev 2, Dec-96	S Analyst: jmk			
Arsenic	5.36	1.13		mg/Kg-dry	1	06/09/2017 5:58 PM	45612
Barium	94.2	0.123		mg/Kg-dry	1	06/09/2017 5:58 PM	45612
Cadmium	0.442	0.0735		mg/Kg-dry	1	06/09/2017 5:58 PM	45612
Chromium	14.2	0.0588		mg/Kg-dry	1	06/09/2017 5:58 PM	45612
Lead	11.3	0.588		mg/Kg-dry	1	06/09/2017 5:58 PM	45612
Selenium	ND	1.27		mg/Kg-dry	1	06/09/2017 5:58 PM	45612
Silver	ND	0.0588		mg/Kg-dry	1	06/09/2017 5:58 PM	45612
ORGANOCHLORINE PESTICIDES		Method: E	PA-8081A-R	ev 1, Dec-96		Analyst: mn	
4,4'-DDD	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
4,4'-DDE	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
4,4'-DDT	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Aldrin	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
alpha-BHC	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
alpha-Chlordane	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
beta-BHC	ND ·	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Chlordane	ND	0.0154		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
delta-BHC	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Dieldrin	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Endosulfan I	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Endosulfan II	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Endosulfan sulfate	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Endrin	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Endrin aldehyde	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Endrin ketone	ND	0.00155		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
gamma-BHC	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
gamma-Chlordane	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Heptachlor	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Heptachlor epoxide	ND	0.000776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Methoxychlor	ND	0.00776		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Toxaphene	ND	0.0308		mg/Kg-dry	1	06/05/2017 6:28 PM	45533
Internal Quality Control Compounds							
SS: Tetrachloro-m-xylene	89.1	33.7-156		%Rec	1	06/05/2017 6:28 PM	45533
CHLORINATED HERBICIDES, SUBCONT	RACTED	Method: E	PA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4,5-TP (Silvex)	ND	0.00385	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014



1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

Laboratory Results

Client ID: INTERRA, Inc.

Lab ID: 1705N03-004

Project Name: Kings Rond. Gestech and CCDD 7735

Report Date: June 13, 2017

Workorder: 1705N03

Client Sample ID: CCDD-04

Date Received: 05/31/2017 2:20 PM

Matrix: SOIL

Collection Date: 05/30/2017 12:50 PM

Parameter	Result	Report Limit	Qual.	Units	Dilution Factor	Date Analyzed	Batch ID
CHLORINATED HERBICIDES, SUBC	ONTRACTED	Method	: EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4-D	ND	0.00385	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dalapon	ND	0.0385	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dinoseb	ND	0.00782	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Pentachlorophenol	ND	0.0117	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Picloram	ND	0.00782	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
MERCURY BY CVAA		Method	: EPA-7471B-R	ev 2, Feb-07	Analyst: jmk		
Mercury	ND	0.0234		mg/Kg-dry	1	06/05/2017 2:11 PM	45602
PH (IN LABORATORY) <atc></atc>		Method	: EPA-9045C-R	ev 3, Jan-95	Analyst: mmh		
рН	8.17	1.00		pH Units	1	05/31/2017 5:16 PM	R84623
PERCENT MOISTURE		Method	: ASTM-D2216-	Rev 2005		Analyst: ES	
Percent Moisture	14	1.0		wt%	1	06/05/2017 10:24 AM	R84713



1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

Laboratory Results

Client ID: INTERRA, Inc.

Project Name: Kings Rond. Gestech and CCDD 7735

Workorder: 1705N03

Report Date: June 13, 2017

Client Sample ID: CCDD-05

Lab ID: 1705N03-005

Matrix: SOIL

Date Received: 05/31/2017 2:20 PM

Collection Date: 05/30/2017 2:30 PM

Parameter	Result	Report Limit	Qual.	Units	Dilution Factor	Dilution Factor Date Analyzed	
METALS BY ICP		Method	: EPA-6010B-R	ev 2, Dec-96	Analyst: jmk		
Arsenic	4.54	1.15	J -	mg/Kg-dry	1	06/09/2017 6:07 PM	45612
Barium	64.5	0.125		mg/Kg-dry	1	06/09/2017 6:07 PM	45612
Cadmium	0.384	0.0750		mg/Kg-dry	1	06/09/2017 6:07 PM	45612
Chromium	10.6	0.0600		mg/Kg-dry	1	06/09/2017 6:07 PM	45612
Lead	9.83	0.600		mg/Kg-dry	1	06/09/2017 6:07 PM	45612
Selenium	ND	1.30		mg/Kg-dry	1	06/09/2017 6:07 PM	45612
Silver	ND	0.0600		mg/Kg-dry	1	06/09/2017 6:07 PM	45612
ORGANOCHLORINE PESTICIDES		Method	: EPA-8081A-R	ev 1, Dec-96		Analyst: mn	
4,4´-DDD	ND	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
4,4´-DDE	ND	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
4,4'-DDT	ND	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Aldrin	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
alpha-BHC	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
alpha-Chlordane	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
beta-BHC	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Chlordane	ND	0.0149		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
delta-BHC	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Dieldrin	ND	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Endosulfan I	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Endosulfan II	ND	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Endosulfan sulfate	N D	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Endrin	ND	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Endrin aldehyde	ND	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Endrin ketone	ND	0.00150		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
gamma-BHC	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
gamma-Chlordane	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Heptachlor	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Heptachlor epoxide	ND	0.000751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Methoxychlor	ND	0.00751		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Toxaphene	ND	0.0298		mg/Kg-dry	1	06/05/2017 6:49 PM	45533
Internal Quality Control Compounds							
SS: Tetrachloro-m-xylene	75.0	33.7-156		%Rec	1	06/05/2017 6:49 PM	45533
CHLORINATED HERBICIDES, SUBCON	ITRACTED	Method	: EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4,5-TP (Silvex)	ND	0.00372	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014



1950 S. Batavia Ave., Suite 150, Geneva, JL 60134 (708) 544-3260

Laboratory Results

Client ID: INTERRA, Inc.

Project Name: Kings Rond. Gestech and CCDD 7735

Report Date: June 13, 2017

Workorder: 1705N03

Client Sample ID: CCDD-05

Lab ID: 1705N03-005

Date Received: 05/31/2017 2:20 PM

Matrix: SOIL

Collection Date: 05/30/2017 2:30 PM

Parameter	Result	Report Limit	Qual.	Units	Dilution Factor	Date Analyzed	Batch ID
CHLORINATED HERBICIDES, SUBCO	ONTRACTED	Method	: EPA-8321A-R	ev 1, Dec-96		Analyst: kjs	
2,4-D	ND	0.00372	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dalapon	ND	0.0372	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Dinoseb	ND	0.00756	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Pentachlorophenol	ND	0.0113	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
Picloram	ND	0.00756	G	mg/Kg-dry	1	06/07/2017 12:00 AM	R85014
MERCURY BY CVAA		Method	: EPA-7471B-R	ev 2, Feb-07	Analyst: jmk		
Mercury	ND	0.0214		mg/Kg-dry	1	06/05/2017 2:14 PM	45602
PH (IN LABORATORY) <atc></atc>		Method	: EPA-9045C-R	ev 3, Jan-95	Analyst: mmh		
рН	8.18	1.00		pH Units	1	05/31/2017 5:18 PM	R84623
PERCENT MOISTURE		Method	: ASTM-D2216-	Rev 2005		Analyst: ES	
Percent Moisture	11	1.0		wt%	1	06/05/2017 10:24 AM	R84713



Suburban Laboratories, Inc. 1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

PREP DATES REPORT

Client: **Project:** INTERRA, Inc.

Kings Rond. Gestech and CCDD 7

Report Date: June 13, 2017

Lab Order: 1705N03

Sample ID	Collection Date	Batch ID	Prep Method	Prep Test Name	TCLP Date	Prep Date
1705N03-001C	5/30/2017 9:15:00 A	45602	HG_SPR	Mercury Prep for Solids		6/5/2017
		45533	3550_P	SOLID PREP SONICATION: Pest		6/1/2017
		45612	200.2_ICP_PR	SOLID PREP TOTAL METALS: ICP		6/5/2017
1705N03-002C	5/30/2017 10:25:00 A	45602	HG_SPR	Mercury Prep for Solids		6/5/2017
		45533	3550_P	SOLID PREP SONICATION: Pest		6/1/2017
		45612	200.2_ICP_PR	SOLID PREP TOTAL METALS: ICP		6/5/2017
1705N03-003C	5/30/2017 12:05:00 P	45602	HG_SPR	Mercury Prep for Solids		6/5/2017
		45533	3550_P	SOLID PREP SONICATION: Pest		6/1/2017
		45612	200.2_ICP_PR	SOLID PREP TOTAL METALS: ICP		6/5/2017
1705N03-004C	5/30/2017 12:50:00 P	45602	HG_SPR	Mercury Prep for Solids		6/5/2017
		45533	3550_P	SOLID PREP SONICATION: Pest		6/1/2017
		45612	200.2_ICP_PR	SOLID PREP TOTAL METALS: ICP		6/5/2017
1705N03-005C	5/30/2017 2:30:00 P	45602	HG_SPR	Mercury Prep for Solids		6/5/2017
		45533	3550_P	SOLID PREP SONICATION: Pest		6/1/2017
		45612	200.2_ICP_PR	SOLID PREP TOTAL METALS: ICP		6/5/2017



1950 S. Batavia Ave., Suite 150, Geneva, IL 60134 (708) 544-3260

Qualifier Definitions

WO#: 1705N03 Date: 6/13/2017

Qualifiers:

*/x	Value exceeds Maximum Contaminant Level
В	Analyte detected in the associated Method Blank
C	Value is below Minimum Concentration Limit
c	Analyte not in SLI scope of accredidation
Е	Estimated, detected above quantitation range
G	Refer to case narrative page for specific comments
Н	Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limit (QL)
N	Tentatively identified compounds
ND	Not Detected at the Reporting Limit
P	Present
Q	Accredidation is not available from Wisconsin
R	RPD outside accepted recovery limits
S .	Spike Recovery outside accepted recovery limits
T	Analyte detected in sample trip blank
V	EPA requires field analysis/filtration. Lab analysis would be considered past hold time.

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditations: IEPA ELAP 100445; ORELAP IL300001; AIHA-LAP, LLC 101160; NVLAP LabCode 101202-0

June 09, 2017

Suburban Laboratories, Inc. 1950 S. Batavia Ave, Ste. 150

Geneva, IL 60134 Telephone: (708) 544-3260

Fax:

(708) 544-8587

Analytical Report for STAT Work Order: 17060103 Revision 0

RE: 1705N03

Dear Keith Sinon:

STAT Analysis received 5 samples for the referenced project on 6/5/2017 9:48:00 AM. The analytical results are presented in the following report.

All analyses were performed in accordance with the requirements of 35 IAC Part 186 / NELAC standards. Analyses were performed in accordance with methods as referenced on the analytical report. Those analytical results expressed on a dry weight basis are also noted on the analytical report.

All analyses were performed within established holding time criteria, and all Quality Control criteria met EPA or laboratory specifications except when noted in the Case Narrative or Analytical Report. If required, an estimate of uncertainty for the analyses can be provided. A listing of accredited methods/parameters can also be provided.

Thank you for the opportunity to serve you and I look forward to working with you in the future. If you have any questions regarding the enclosed materials, please contact me at (312) 733-0551.

Sincerely,

Martin Kucan

Project Manager

Martin Juan

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This analytical report shall become property of the Customer upon payment in full. Otherwise, STAT will be under no obligation to support, defend or discuss the analytical report.

STAT Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditations:IEPA ELAP 100445;ORELAP IL300001;AIHA-LAP, LLC 101160;NVLAP LabCode 101202-0

Date Reported:

June 09, 2017

ANALYTICAL RESULTS

Date Printed:

June 09, 2017

Client:

Suburban Laboratories, Inc.

Project:

1705N03

Client Sample ID:1705N03-001D

Client Sample ID:1705N03-002D

Client Sample ID:1705N03-003D

Work Order: 17060103 Revision 0

Lab ID:

17060103-001

Collection Date 5/30/2017 9:15:00 AM

Matrix: Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
Herbicides in Soil	SW83	321A (SW3	550B)	Prep	Date: 6/6/2017	Analyst: MEP
2,4,5-TP (Silvex)	ND	0.0028		mg/Kg	1	6/7/2017
2,4-D	ND	0.0028		mg/Kg	1	6/7/2017
Dalapon	ND	0.028		mg/Kg	1	6/7/2017
Dinoseb	ND	0.0057		mg/Kg	1	6/7/2017
Pentachlorophenol	ND	0.0086	*	mg/Kg	1	6/7/2017
Picloram	ND	0.0057	*	mg/Kg	1	6/7/2017

Lab ID:

17060103-002

Collection Date 5/30/2017 10:25:00 AM

Matrix: Soil

DF **Date Analyzed** RL Qualifier Units **Analyses** Result Prep Date: 6/6/2017 Analyst: MEP SW8321A (SW3550B) Herbicides in Soil 6/7/2017 ND 0.0033 mg/Kg 1 2,4,5-TP (Silvex) 6/7/2017 mg/Kg 1 2.4-D ND 0.0033 6/7/2017 mg/Kg 1 ND 0.033 Dalapon mg/Kg 1 6/7/2017 0.0066 ND Dinoseb 6/7/2017 Pentachlorophenol ND 0.0099 mg/Kg 1 6/7/2017 mg/Kg ND 0.0066 Picloram

Lab ID:

Qualifiers:

17060103-003

Collection Date 5/30/2017 12:05:00 PM

Matrix: Soil

DF **Date Analyzed** RL Qualifier Units Result Analyses Prep Date: 6/6/2017 Analyst: MEP SW8321A (SW3550B) Herbicides in Soil 6/7/2017 2,4,5-TP (Silvex) ND 0.0033 mg/Kg 1 6/7/2017 0.0033 mg/Kg 2,4-D ND 6/7/2017 0.033 mg/Kg ND Dalapon 6/7/2017 mg/Kg ND 0.0067 Dinoseb 6/7/2017 mg/Kg ND 0.0099 Pentachlorophenol mg/Kg 6/7/2017 0.0067 Picloram ND

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

HT - Sample received past holding time

* - Non-accredited parameter

RL - Reporting / Quantitation Limit for the analysis

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

H - Holding time exceeded

133

STAT Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditations:IEPA ELAP 100445;ORELAP IL300001;AIHA-LAP, LLC 101160;NVLAP LabCode 101202-0

Date Reported: June 09, 2017 **Date Printed:** June 09, 2017

Client Sample ID:1705N03-004D

ANALYTICAL RESULTS

Client:

Suburban Laboratories, Inc.

Project:

1705N03

Work Order: 17060103 Revision 0

Lab ID:

17060103-004

Collection Date 5/30/2017 12:50:00 PM

Matrix: Soil

DF Date Analyzed Result RL Qualifier Units Analyses Prep Date: 6/6/2017 Analyst: MEP Herbicides in Soil SW8321A (SW3550B) 0.0033 mg/Kg 6/7/2017 2,4,5-TP (Silvex) ND 1 2,4-D ND 0.0033 mg/Kg 1 6/7/2017 ND 0.033 mg/Kg 1 6/7/2017 Dalapon 6/7/2017 0.0067 mg/Kg 1 Dinoseb ND 6/7/2017 Pentachlorophenol ND 0.010 mg/Kg 6/7/2017 Picloram ND 0.0067 mg/Kg

Lab ID:

17060103-005

Collection Date 5/30/2017 2:30:00 PM

Matrix: Soil

Client Sample ID:1705N03-005D

Analyses	Result	RL Qual	ifier Units	DF ————————————————————————————————————	Date Analyzed
Herbicides in Soil	SW83	21A (SW3550B)	Prep	Date: 6/6/2017	Analyst: MEP
2,4,5-TP (Silvex)	ND	0.0033	mg/Kg	1	6/7/2017
2,4-D	ND	0.0033	mg/Kg	1	6/7/2017
Dalapon	ND	0.033	mg/Kg	1	6/7/2017
Dinoseb	ND	0.0067	mg/Kg	1	6/7/2017
Pentachlorophenol	ND	0.010	* mg/Kg	1	6/7/2017
Picloram	ND	0.0067	* mg/Kg	1	6/7/2017

Qualifiers:

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

HT - Sample received past holding time

* - Non-accredited parameter

RL - Reporting / Quantitation Limit for the analysis

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

H - Holding time exceeded

3RD # 13CQ/7		rep Page of	est Pono. 7735	Shipping Method	Reporting Level (at 1 2 3 4		SULORDER NO. (705N03	Sample containers		Samples received the Same day as collection?	R. Condition Splif LAB#							\$				CONDITION CODES	2. Improper preservation	3. Insufficient sample volume	4. neadspacean unbits for voca 5. Received past holding time	6. Received frazen 7. Label conflicts with COC	ished By Date	By Itme	White-Original, Pink-Sampler Copy
CHAIN OF CUSTODY RECORD	Toll Free: 800.783.LABS www.suburbanlabs.com	ANALYSIS & METHOD REQUESTED	Enter an "X" in box below for request		hibi	9120	· .	w 9131	36 B) ' 	8 5	X			· · · · · · · · · · · · · · · · · · ·				- -					·			Date 4. Relinquished B.	Time Received By	
CHAIN	708.544,3260 Fax: 708.544,8587	TURNAROUND TIME REQUESTED	CKNormal RUSH* *Additional Rush Charges Approved.	*Date & Time Needed:	Normal TAT is specified on the price quotation or fee schedule. Rush work must be pre-approved and additional charges apply.	Specify Regulatory Program: None/Info Only	LUST C SPWA	☐ 503 Sludge ☐ NPDES ☐ MWRDGC	☐ Disposal ☐ Other* "Please specify in comment section below.	GRAB/ CONTAINERS	COMP. Qty	6 5 34= Not 1952 Mast/Noy				ジオード・オーケーカー							J.	,			Date 3. Relinquished By .	Time Received By	Rev. 07/20/08
SUBURBAN LABORATORIES, Inc.	150, Geneva, IL 60134 Tel.		Drive Suite G	Zip.	N 7007		CC00			COLLECTION	DATE TIME MATRIX	5/32/17/0910 S	1 5001 1 1 1	1 1 1205	1 1 1250	V 1435 V						COMMENTS & SPECIAL INSTRUCTIONS:	ld all VOC Vials					Received By Mc	Conditions on back.
SUBURBAN LA	B I	Company Name	err, toriel	City Sol 10 L L Call	Phone Fax (130-754-770)	D. Jake	٦ ٢	1 4 5	Sample Collector(s) Name	SAMPLE IDENTIFICATION	"Use One Line For Prosorvation & Container Type"	1 CC00-01	2 CC00-32	3 0 200 002	١ ١	5 CC00-05	9	 8	o o	10	 12	MATRIX: Drinking Water (DW), Soil (S). COMMENT	Waste Water (WW), Surface Water (SW).		40z 80z, 40m) Vial, 500m). Liter (L.), Tube,	H ₂ SO ₄ , HCl, HNO ₃ , Methanol (MeOH)	1. Relinquished By (\$7.81) relind (\$7.81) T	Received By Latine	Submission of samples subject to Terms and Conditions on back.

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)

Effective: November 2, 2006 Revised: August 1, 2017

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$

Where: CA = Cost Adjustment, \$.

BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

 $^{\circ}$ AC $_{V}$ = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the $^{\circ}$ AC $_{V}$ will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC $_{V}$ and undiluted emulsified asphalt will be considered to be 65% AC $_{V}$.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x (G_{mb} x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x (G_{mb} x 1) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % $AC_{V.}$

For bituminous materials measured in gallons: Q, tons = $V \times 8.33$ lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons = $V \times 1.0$ kg/L x SG / 1000

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

 G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

Percent Difference = $\{(BPI_L - BPI_P) \div BPI_L\} \times 100$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
 - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor's yard or another job and the cost to re-mobilize, whichever is less.

Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

	One Clerk
	One Project Manager,
Over \$50,000,000	Two Project Superintendents,
Over ψ30,000,000	One Engineer, and
	One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

ETCP Adjustment (\$) = TE x (
$$\%$$
/100 x CUP / OCT)

Extended Traffic Control occurs between December 1 and March 31:

ETCP Adjustment (\$) = TE x 1.5 (%/100 x CUP / OCT)

Where: TE = Duration of approved time extension in calendar days.

% = Percent maintenance for the traffic control, % (see table below).

CUP = Contract unit price for the traffic control pay item in place during the delay.

OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to \$2,000,000	65%
\$2,000,000 to \$10,000,000	75%
\$10,000,000 to \$20,000,000	85%
Over \$20,000,000	90%

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: March 2, 2019

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 17.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is required prior to the award of the contract and the failure of the lowa material bidding requirement and failure of the bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.

(2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirementbidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

(b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price

difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination adverse to the bidderby emailing the Department at "DOT.DBE.UP@illinois.gov" within the five workingcalendar days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and deliveredon or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The

request will be forwarded toreviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted emailed to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524at <u>DOT.DBE.UP@illinois.gov</u>.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted.

If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall will not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) <u>SUBCONTRACT</u>. The Contractor must provide copies of DBE subcontracts to IDOT the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That tThe replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That tThe DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That tThe DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with

another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractorContractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness:
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You haveThe Contractor has determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform

the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) <u>FINAL PAYMENT</u>. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) - 109.04(b)(8) of the Standard Specifications with the following:

- "(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

(9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

DOWEL BAR INSERTER (BDE)

Effective: January 1, 2017 Revised: January 1, 2018

Add the following to Article 420.03 of the Standard Specifications.

"(I) Mechanical Dowel Bar Inserter1103.20"

Revise the first paragraph of Article 420.05(b)(1) of the Supplemental Specifications to read:

"Preformed or Drilled Holes. If applicable, the tie bars shall be installed after the dowel bars have been tested with the MIT Scan-2 device according to Article 420.05(c)(2)b.2. The tie bars shall be installed with a nonshrink grout or chemical adhesive providing a minimum pull-out strength as follows."

Revise Article 420.05(c) of the Standard Specifications to read:

"(c) Transverse Contraction Joints. Transverse contraction joints shall consist of planes of weakness created by sawing grooves in the surface of the pavement and shall include load transfer devices consisting of dowel bars. Transverse contraction joints shall be according to the following."

Revise Article 420.05(c)(2) of the Standard Specifications to read:

- "(2) Dowel Bars. Dowel Bars shall be installed parallel to the centerline of the pavement and parallel to the proposed pavement surface. Installation shall be according to one of the following methods.
 - a. Dowel Bar Assemblies. The assembly shall act as a rigid unit with each component securely held in position relative to the other members of the assembly. The entire assembly shall be held securely in place by means of nails which shall penetrate the stabilized subbase. At least ten nails shall be used for each 10, 11, or 12 ft (3, 3.3, or 3.6 m) section of assembly.

Metal stakes shall be used instead of nails, with soil or granular subbase. The stakes shall loop over or attach to the top parallel spacer bar of the assembly and penetrate the subgrade or subbase at least 12 in. (300 mm).

At the location of each dowel bar assembly, the subgrade or subbase shall be reshaped and re-tamped when necessary.

Prior to placing concrete, any deviation of the dowel bars from the correct horizontal or vertical alignment (horizontal skew or vertical tilt) greater than 3/8 in. in 12 in (9 mm in 300 mm) shall be corrected and a light coating of oil shall be uniformly applied to all dowel bars.

Care shall be exercised in depositing the concrete at the dowel bar assemblies so the horizontal and vertical alignment will be retained.

b. Dowel Bar Insertion. The dowel bars may be placed in the pavement slab with a mechanical dowel bar inserter (DBI) attached to a formless paver for pavements ≥ 7.0 in. (175 mm) in thickness. A light coating of oil shall be uniformly applied to all dowel bars.

The DBI shall insert the dowel bars with vibration into the plastic concrete after the concrete has been struck off and consolidated without deformation of the slab. After the bars have been inserted, the concrete shall be refinished and no voids shall exist around the dowel bars. The forward movement of the paver shall not be interrupted by the inserting of the dowel bars.

The location of each row of dowel bars shall be marked in a manner to facilitate where to insert the bars, and where to saw the transverse joint.

- 1. Placement Tolerances for Dowel Bars. The DBI shall place the dowel bars in the concrete pavement within the following tolerances.
 - (a.)Longitudinal Translation (Mislocation). Longitudinal translation (mislocation) shall be defined as the position of the center of the dowel bar along the longitudinal axis, in relation to the sawed joint.

The quality control tolerance for longitudinal translation shall not exceed 2.0 in (50 mm). If this tolerance is exceeded, adjustments shall be made to the paving operation.

Any joint having two or more dowel bars with an embedment length less than 4.0 in. (100 mm) within 12 in. (300 mm) of the same wheelpath will be considered unacceptable. The left and right wheelpaths shall be determined by excluding the middle 2.5 ft (0.8 m) of the pavement lane, and by excluding the outer 1.0 ft (0.3 m) measured from each pavement lane edge. Any joint having an average dowel bar embedment length less than 5.25 in. (130 mm) will also be considered unacceptable. Embedment length shall be defined as the length of dowel bar embedded on the short side of the sawed joint. An unacceptable joint shall be replaced with a minimum of 6 ft (1.8 m) of pavement centered over the joint according to Section 442 for Class B patches.

(b.) Horizontal Translation (Mislocation). Horizontal translation (mislocation) shall be defined as the difference in the actual dowel bar location parallel to the longitudinal or edge joint from its theoretical position as shown on the plans.

The quality control tolerance for horizontal translation shall not exceed 2.0 in. (50 mm). If this tolerance is exceeded, adjustments shall be made to the paving operation.

Any joint having a dowel bar with a translation greater than 4.0 in. (100 mm) will be considered unacceptable, but may remain in place unless the Engineer determines the joint will not function. If the joint is unable to remain in place, the joint shall be replaced with a minimum of 6 ft (1.8 m) of pavement centered over the joint according to Section 442 for Class B patches.

(c.) Vertical Translation (Mislocation). Vertical translation (mislocation) shall be defined as the difference in the vertical position of the dowel bar relative to the theoretical midpoint of the slab.

The quality control tolerance for vertical translation shall be as shown in the following table. If these tolerances are exceeded, adjustments shall be made to the paving operation.

		Vertical	Vertical	
	Dowel Bar	Translation	Translation	
Pavement Thickness	Diameter	Tolerance	Tolerance	
	Diametei	Above	Below	
		Midpoint	Midpoint	
≥7 in. to <8 in.	1.25 in.	0.25 in.	0.5 in.	
(≥175 mm to <200 mm)	(31 mm)	(6 mm)	(13 mm)	
≥8 in. to <9 in.	1.50 in.	0.25 in.	0.5 in.	
(≥200 mm to <225 mm)	(38 mm)	(6 mm)	(13 mm)	
≥9 in. to <10 in.	1.50 in.	0.75 in.	0.75 in.	
(≥225 mm to <250 mm)	(38 mm)	(19 mm)	(19 mm)	
≥10 in.	1.50 in.	0.75 in.	1.0 in.	
(≥250 mm)	(38 mm)	(19 mm)	(25 mm)	

Any joint having a dowel bar with top concrete cover less than T/3, where T is slab thickness, will be considered unacceptable. Any joint having 2 or more dowel bars with bottom concrete cover less than 2.0 in. (50 mm) will also be considered unacceptable. An unacceptable joint shall be replaced with a minimum of 6 ft (1.8 m) of pavement according to Section 442 for Class B patches.

(d.) Vertical Tilt or Horizontal Skew (Misalignment). Vertical tilt or horizontal skew (misalignment) shall be defined as the difference in position of the dowel bar ends with respect to each other. Vertical tilt is measured in the vertical axis whereas horizontal skew is measured in the horizontal axis. Misalignment shall be measured in terms of a joint score. The joint score shall be defined as the degree of misalignment evaluated for a single transverse joint for each lane of pavement. The joint score shall be determined as follows:

Joint Score =
$$\left(1 + \left(\frac{x}{x-n}\right) \sum_{i=1}^{x-n} W_i\right)$$

where:

 W_i = weighting factor (Table 1) for dowel i

x = number of dowels in a single joint

n = number of dowels excluded from the joint score calculation due to measurement interference

Single Dowel Misalignment – The degree of misalignment applicable to a single dowel bar, calculated as:

Single Dowel Misalignment = $\sqrt{(Horizontal\ Skew)^2 + (Vertical\ Tilt)^2}$

Table 1. Weighting Factors in Joint Score Determination								
Single Dowel Bar Misalignment (SDM)	W, Weighting Factor							
SDM ≤ 0.6 in. (15 mm)	0							
0.6 in. (15 mm) < SDM ≤ 0.8 in. (20 mm)	2							
0.8 in. (20 mm) < SDM ≤ 1 in. (25 mm)	4							
1 in. (25 mm) < SDM ≤ 1.5 in. (38 mm)	5							
1.5 in. (38 mm) < SDM	10							

The quality control tolerance for vertical tilt or horizontal skew shall not exceed 0.6 in. (15 mm). If the tolerance is exceeded for either one, adjustments shall be made to the paving operation.

Any joint having a dowel bar with a vertical tilt or horizontal skew greater than 1.5 in. (38 mm) shall be cut. If more than one dowel bar is required to be cut in the joint, the joint will be considered unacceptable and shall be replaced with a minimum of 6 ft (1.8 m) of pavement centered over the joint according to Section 442 for Class B patches.

Single dowel bar misalignment shall be controlled to provide the joint scores shown in the following table.

Number of Dowel Bars in the Joint	Maximum Joint Score
< 5	4
≥ 5 but ≤ 9	8
> 9	12

A joint score greater than the specified maximum will be considered locked. Three consecutive joints with a score greater than the specified maximum total score will all be considered unacceptable.

Three consecutive locked joints shall be corrected by selecting one joint and cutting a dowel bar. Preference shall be given to cutting a dowel bar within the middle 2.5 ft (0.8 m) of the pavement lane to avoid the wheelpaths. If none of the three locked joints will have a joint score less than or equal to the specified maximum after selecting one dowel bar to cut, one of the joints shall be replaced with a minimum of 6 ft (1.8 m) of pavement centered over the joint according to Section 442 for Class B patches.

- (e.) For unacceptable work, the Contractor may propose alternative repairs for consideration by the Engineer.
- Testing of Dowel Bar Placement. The placement of the dowel bars shall be tested within 24 hours of paving with a calibrated MIT Scan-2 device according to "Use of Magnetic Tomography Technology to Evaluate Dowel Placement" (Publication No. FHWA-IF-06-006) by the Federal Highway Administration.

A trained operator shall perform the testing, and all testing shall be performed in the presence of the Engineer. The device shall be calibrated to the type and size dowel bar used in the work according to the manufacturer's instructions. Calibration documentation shall be provided to the Engineer prior to construction. The device shall be recalibrated and/or validate readings as required by the Engineer. The device may be utilized as a process control and make necessary adjustments to ensure the dowel bars are placed in the correct location.

- (a.)Test Section. Prior to start of production paving, a test section consisting of 30 transverse joints shall be constructed. The test section may be performed on the actual pavement, but production paving shall not begin until an acceptable test section has been constructed. The test section will be considered acceptable when all of the following are met:
 - (1.) 90 percent of the dowel bars meet the quality control tolerance for longitudinal, horizontal, or vertical translation (mislocation);
 - (2.) 90 percent of the dowel bars meet the quality control tolerance for vertical tilt or horizontal skew deviation (misalignment); and
 - (3.) none of the joints are considered unacceptable prior to a corrective measure for mislocation or misalignment.

If the test section fails, another test section consisting of 30 joints shall be constructed.

The test section requirement may be waived by the Engineer if the Contractor has constructed an acceptable test section and successfully used the DBI on a Department contract within the same calendar year.

(b.) Production Paving. After the test section is approved, production paving may begin. The mislocation and misalignment of each dowel bar for the first ten joints constructed, and every tenth joint thereafter, shall be tested.

If two consecutive days of paving result in 5 percent or more of the joints on each day being unacceptable prior to a corrective measure, production paving shall be discontinued and a new test section shall be constructed.

If any joint is found to be unacceptable prior to a corrective measure, testing of additional joints on each side of the unacceptable joint shall be performed until acceptable joints are found.

- (c.) Test Report. Test reports shall be provided to the Engineer within two working days of completing each day's testing. The test report shall include the following.
 - (1.) Contract number, placement date, county-route-section, direction of traffic, scan date, Contractor, and name of individual performing the tests.
 - (2.) Provide the standard report generated from the on-board printer of the imaging technology used for every dowel and joint measured.
 - (3.) For every dowel measured, provide the joint identification number, lane number and station, dowel bar number or x-location, direction of testing and reference joint location/edge location, longitudinal translation, horizontal translation, vertical translation, vertical tilt, and horizontal skew.
 - (4.) Identify each dowel bar with a maximum longitudinal, horizontal, or vertical translation that has been exceeded. Identify each dowel bar with a maximum vertical tilt or horizontal skew deviation that has been exceeded.
 - (5.) Joint Score Details: Provide the joint identification number, lane number, station, and calculated joint score for each joint.

- (6.)Locked Joint Identification: Identify each joint where the maximum joint score is exceeded.
- (d.) Exclusions. Exclude the following from dowel bar mislocation and misalignment measurements.
 - (1.) Transverse construction joints (headers).
 - (2.) Dowel bars within 24 in. (610 mm) of metallic manholes, inlets, metallic castings, or other nearby or underlying steel reinforced objects.
 - (3.) The outside dowel bar when tie bars are installed with mechanical equipment in fresh concrete. For tie bar installations involving preformed or drilled holes, installation of the tie bar shall be performed after testing with the MIT Scan-2 device.
 - (4.) Joints located directly under high voltage power lines.
 - (5.) Subject to the approval of the Engineer, any other contributors to magnetic interference.
- (e.) Deficiency Deduction. When the Contractor has cut 25 dowel bars to correct unacceptable joints, the Contractor shall be liable and shall pay to the Department a deficiency deduction of \$500.00 for the cost of the bars. Thereafter, an additional deficiency deduction of \$20.00 for each additional bar cut will be assessed."

Add the following to Section 1103 of the Standard Specifications.

"1103.20 Mechanical Dowel Bar Inserter. The mechanical dowel bar inserter (DBI) shall be self-contained and supported on the formless paver with the ability to move separately from the paver. The DBI shall be equipped with insertion forks along with any other devices necessary for finishing the concrete the full width of the pavement. The insertion forks shall have the ability to vibrate at a minimum frequency of 3000 VPM."

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

"701.11 Equipment Parking and Storage. During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer."

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

Effective: January 1, 2010 Revised: August 1, 2018

<u>Description</u>. 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 oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed."

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	Unconfined Edge Joint Density		
		edges)	Minimum		
IL-4.75	Ndesign = 50	93.0 – 97.4% ^{1/}	91.0%		
IL-9.5	Ndesign = 90	92.0 - 96.0%	90.0%		
IL-9.5,IL-9.5L	Ndesign < 90	92.5 – 97.4%	90.0%		
IL-19.0	Ndesign = 90	93.0 - 96.0%	90.0%		
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} – 97.4%	90.0%		

SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%"
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HOT-MIX ASPHALT – OSCILLATORY ROLLER (BDE)

Effective: August 1, 2018 Revised: November 1, 2018

Add the following to Article 406.03 of the Standard Specifications:

"(j) Oscillatory Roller1101.01"

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA									
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement					
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P 3/		V _S , P ^{3/} , T _B , T _F , 3W, O _T	To the satisfaction of the Engineer.					
Binder and Surface ^{1/} Level Binder ^{1/} : (When the density requirements of Article 406.05(c) apply.)	V _D , P ^{3/} , T _B , 3W, O _T , O _B	P ^{3/} , O _T , O _B	V _S , T _B , T _{F,} O _T	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).					
IL-4.75 and SMA 4/5/	T _{B,} 3W, O _T		T _F , 3W, O _T						
Bridge Decks ^{2/}	Тв		T _F	As specified in Articles 582.05 and 582.06.					

^{3/} A vibratory roller (V_D) or oscillatory roller (O_T or O_B) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder."

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

[&]quot;O_T - Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).

O_B - Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m)."

Add the following to Article 1101.01 of the Standard Specifications:

- "(h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:
 - (1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm)48 in. (1200 mm);
 - (2) The minimum length of the drum(s) shall be 57 in. (1480 mm)66 in. (1650 mm);
 - (3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and
 - (4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN)."; and
 - (5) Self-adjusting eccentrics, and reversible eccentrics on non-driven drum(s)."

HOT-MIX ASPHALT - TACK COAT (BDE)

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

"(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived."

LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

"**701.16 Lights.** Lights shall be used on devices as required in the plans, the traffic control plan, and the following table.

Circumstance	Lights Required	
Daylight operations	None	
First two warning signs on each approach to the work involving a nighttime lane closure and "ROUGH GROOVED SURFACE" (W8-I107) signs	Flashing mono-directional lights	
Devices delineating isolated obstacles, excavations, or hazards at night (Does not apply to patching)	Flashing bi-directional lights	
Devices delineating obstacles, excavations, or hazards exceeding 100 ft (30 m) in length at night (Does not apply to widening)	Steady burn bi-directional lights	
Channelizing devices for nighttime lane closures on two-lane roads	None	
Channelizing devices for nighttime lane closures on multi-lane roads	None	
Channelizing devices for nighttime lane closures on multi-lane roads separating opposing directions of traffic	None	
Channelizing devices for nighttime along lane shifts on multilane roads	Steady burn mono-directional lights	
Channelizing devices for night time along lane shifts on two lane roads	Steady burn bi-directional lights	
Devices in nighttime lane closure tapers on Standards 701316 and 701321	Steady burn bi-directional lights	
Devices in nighttime lane closure tapers	Steady burn mono-directional lights	
Devices delineating a widening trench	None	
Devices delineating patches at night on roadways with an ADT less than 25,000	None	
Devices delineating patches at night on roadways with an ADT of 25,000 or more	None	

Batteries for the lights shall be replaced on a group basis at such times as may be specified by the Engineer."

Delete the fourth sentence of the first paragraph of Article 701.17(c)(2) of the Standard Specifications.

Revise the first paragraph of Article 603.07 of the Standard Specifications to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade for at least 72 hours."

MANHOLES, VALVE VAULTS, AND FLAT SLAB TOPS (BDE)

Effective: January 1, 2018 Revised: March 1, 2019

<u>Description</u>. In addition to those manufactured according to the current standards included in this contract, manholes, valve vaults, and flat slab tops manufactured prior to March 1, 2019, according to the previous Highway Standards listed below will be accepted on this contract:

Product	Pre	evious Standar	ds
Precast Manhole Type A, 4' (1.22 m) Diameter	602401-05	602401-04	602401-03
Precast Manhole Type A, 5' (1.52 m) Diameter	602402-01	602402	602401-03
Precast Manhole Type A, 6' (1.83 m) Diameter	602406-09	602406-08	602406-07
Precast Manhole Type A, 7' (2.13 m) Diameter	602411-07	602411-06	602411-05
Precast Manhole Type A, 8' (2.44 m) Diameter	602416-07	602416-06	602416-05
Precast Manhole Type A, 9' (2.74 m) Diameter	602421-07	602421-06	602421-05
Precast Manhole Type A, 10' (3.05 m) Diameter	602426-01	602426	
Precast Valve Vault Type A, 4' (1.22 m) Diameter	602501-04	602501-03	602501-02
Precast Valve Vault Type A, 5' (1.52 m) Diameter	602506-01	602506	602501-02
Precast Reinforced Concrete Flat Slab Top	602601-05	602601-04	

The following revisions to the Standard Specifications shall apply to manholes, valve vaults, and flat slab tops manufactured according to the current standards included in this contract:

Revise Article 602.02(g) of the Standard Specifications to read:

Note 4. All components of the manhole joint splice shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable."

Add the following to Article 602.02 of the Standard Specifications:

Note 5. The threaded rods for the manhole joint splice shall be according to the requirements of ASTM F 1554, Grade 55, (Grade 380)."

Revise the second paragraph of Article 1042.10 of the Standard Specifications to read:

"Catch basin Types A, B, C, and D; Manhole Type A; Inlet Types A and B; Drainage Structures Types 1, 2, 3, 4, 5, and 6; Valve Vault Type A; and reinforced concrete flat slab top (Highway Standard 602601) shall be manufactured according to AASHTO M 199 (M 199M), except the minimum wall thickness shall be as shown on the plans. Additionally, catch basins, inlets, and drainage structures shall have a minimum concrete compressive strength of 4500 psi

 $(31,000\ kPa)$ at 28 days and manholes, valve vaults, and reinforced concrete flat slab tops shall have a minimum concrete compressive strength of 5000 psi $(34,500\ kPa)$ at 28 days."

MAST ARM ASSEMBLY AND POLE (BDE)

Effective: August 1, 2018

Revise the first sentence of Article 1077.03(b) of the Standard Specifications to read:

"Anchor rods shall be according to Article 1006.09, Grade 105, and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and threaded a minimum of 2 in. (50 mm) with matching hex head nut at the other end."

PAVEMENT MARKING REMOVAL (BDE)

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

"783.02 Equipment. Equipment shall be according to the following.

Note 1. Grinding equipment shall be approved by the Engineer."

Revise the first paragraph of Article 783.03 of the Standard Specifications to read:

"783.03 Removal of Conflicting Markings. Existing pavement markings that conflict with revised traffic patterns shall be removed. If darkness or inclement weather prohibits the removal operations, such operations shall be resumed the next morning or when weather permits. In the event of removal equipment failure, such equipment shall be repaired, replaced, or leased so removal operations can be resumed within 24 hours."

Revise the first and second sentences of the first paragraph of Article 783.03(a) of the Standard Specifications to read:

"The existing pavement markings shall be removed by the method specified and in a manner that does not materially damage the surface or texture of the pavement or surfacing. Small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage."

Revise the first paragraph of Article 783.04 of the Standard Specifications to read:

"**783.04 Cleaning.** The roadway surface shall be cleaned of debris or any other deleterious material by the use of compressed air or water blast."

Revise the first paragraph of Article 783.06 of the Standard Specifications to read:

"783.06 Basis of Payment. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL, or at the contract unit price per square foot (square meter) for PAVEMENT MARKING REMOVAL – GRINDING and/or PAVEMENT MARKING REMOVAL – WATER BLASTING."

Delete Article 1101.13 from the Standard Specifications.

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

Add the following to the end of the fourth paragraph of Article 109.11 of the Standard Specifications:

"If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made."

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA		
Class of Conc.	Use	Air Content %
PP	Pavement Patching Bridge Deck Patching (10)	
	PP-1 PP-2 PP-3 PP-4 PP-5	4.0 - 8.0"

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type."

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."

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004 Revised: August 1, 2017

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = MPI_M - MPI_1$

Where: $MPI_M =$ The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

Percent Difference = $\{(MPI_L - MPI_M) \div MPI_L\} \times 100$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Attachment	
Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights
	(masses)
Reinforcing Steel	See plans for weights
	(masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

STEEL PLATE BEAM GUARDRAIL MANUFACTURING (BDE)

Effective: January 1, 2019

Revise the first three paragraphs of Article 1006.25 of the Standard Specifications to read:

"1006.25 Steel Plate Beam Guardrail. Steel plate beam guardrail, including bolts, nuts, and washers, shall be according to AASHTO M 180. The guardrail shall be Class A, with a Type II galvanized coating.

Steel plates for mounting guardrail on existing culverts shall be according to AASHTO M 270 Grade 36 (M 270M Grade 250) and zinc coated according to AASHTO M 111.

The Department will accept guardrail based on the "Brand Registration and Guarantee" requirements of AASHTO M 180 and the manufacturer shall be listed as compliant through the NTPEP Program. The Department will maintain a qualified product list."

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

"109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting. The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment."

SUBCONTRACTOR MOBILILATION PAYMENTS (BDE)

Effective: November 2, 2017

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%"

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL (BDE)

Effective: November 1, 2018

Revise Article 631.04 of the Supplemental Specifications to read:

"631.04 Traffic Barrier Terminal, Type 1 Special (Tangent) and Traffic Barrier Terminal, Type 1 Special (Flared). These terminals shall be on the Department's qualified product list.

The terminal shall be installed according to the manufacturer's specifications. The beginning length of need point of the terminal shall be placed within 12 ft 6 in (3.8 m) of the length of need point shown on the plans.

The terminal shall be delineated with a terminal marker direct applied. No other guardrail delineation shall be attached to the terminal section."

Revise the first paragraph of Article 631.12 of the Standard Specifications to read:

"631.12 Method of Measurement. The various types of traffic barrier terminals will be measured for payment, complete in place, in units of each. The pay limit between the traffic barrier terminal and the adjacent guardrail shall be as shown on the plans, except for the following:

- (a) Traffic Barrier Type 1, Special. The pay limit for a traffic barrier, Type 1 special shall be as shown on the manufacturer's drawing(s).
- (b) Traffic Barrier Type 10. The pay limit for the traffic barrier terminal, Type 10 shall be at the centerline of the end shoe splice."

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

"(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts."

Revise Article 1106.02(b) of the Standard Specifications to read:

"(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer's specifications such that they are not moved by wind or passing traffic."

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: April 1, 2016

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

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

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

Equipment.

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

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

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

- "(11) Equipment for Warm Mix Technologies.
 - a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

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

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

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

Construction Requirements.

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

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

Basis of Payment.

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

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

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

 Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection

for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and $% \left(1\right) =\left(1\right) \left(1\right)$
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a

separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

- "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.