15

Letting August 4, 2017

Notice to Bidders, Specifications and Proposal



Springfield, Illinois 62764

Contract No. 61D97 COOK County Section 12-00059-00-BR (Lincolnwood) Route LINCOLNWOOD VALLEY (Line Trail) Project CMM-4003(025) District 1 Construction Funds

Prepared by

Checked by

Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. August 4, 2017 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. 61D97 COOK County Section 12-00059-00-BR (Lincolnwood) Project CMM-4003(025) Route LINCOLNWOOD VALLEY (Line Trail) District 1 Construction Funds

Construction of a pedestrian bridge to carry the Lincolnwood Valley Line Trail over Touhy Avenue in teh Village of Lincolnwood.

- **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

Randall S. Blankenhorn, Secretary

CONTRACT 61D97

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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 1-1-17)

SUPPLEMENTAL SPECIFICATIONS

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CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

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LR 403-1		Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2 LR 403-3		Bituminous Hot Mix Sand Seal Coat Preventive Maintenance - Bituminous Surface Treatment	Aug. 1, 1969 July 1, 2016	Jan. 1, 2007
LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542 LR 542-1 LR 663 LR 702 LR 1000-1		 (A-1) Filling HMA Core Holes with Non-Shrink Grout PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished) Pipe Culverts, Special Calcium Chloride Applied Construction and Maintenance Signs Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) 	Jan. 1, 2008 May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Apr. 1, 2016 Jun. 1, 1958 Jan. 1, 2004 Apr. 1, 2012	Jan. 2, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2002 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Jun. 1, 2007 Jun. 1, 2012
LR 1004 LR 1030 LR 1032-1 LR 1102 LR 80029-1		with Foamed Asphalt Mix Design Procedures Coarse Aggregate for Bituminous Surface Treatment Growth Curve Emulsified Asphalts Road Mix or Traveling Plan Mix Equipment Disadvantaged Business Enterprise Participation for Local Lettings	June 1, 2012 Jan. 1, 2002 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007 Aug. 26, 2016	Jan. 1, 2007 Jan. 1, 2010 Feb. 7, 2008

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	Effective	Revised
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80382			Adjusting Frames and Grates	April 1, 2003	Jan. 1, 2014
80274			Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192			Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2010
* 80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80241	an an tha an Tha an tha an		Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80366			Butt Joints	July 1, 2016	•
* 80384	121	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	
80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5	April 1, 2012	July 1, 2016
00044			Feet		
80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	405		Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	125	X	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80029 80378	128	X	Disadvantaged Business Enterprise Participation Dowel Bar Inserter	Sept. 1, 2000	July 2, 2016
* 80229				Jan. 1, 2017	A
80304	diadenidios;	- 474 (1997) 	Fuel Cost Adjustment Grooving for Recessed Pavement Markings	April 1, 2009	Aug. 1, 2017
80246			Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Nov. 1, 2012	Aug. 1, 2014
80347			Hot-Mix Asphalt – Density resting of Longitudinal Johns Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits	Jan. 1, 2010 Nov <i>.</i> 1, 2014	April 1, 2016 April 1, 2017
000-11			Jobsite Sampling	1107.1,2014	April 1, 2017
* 80383			Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	April 2, 2017
80376	139	X	Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	an in 1919 in 1995 Annaichte
80368			Light Tower	July 1, 2016	
80336			Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80369			Mast Arm Assembly and Pole	July 1, 2016	
80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80349			Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
80371			Pavement Marking Removal	July 1, 2016	
80298			Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
80377	140	X	Portable Changeable Message Signs	Nov. 1, 2016	April 1, 2017
80359	141	X	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Jan. 1, 2017
80338	THE REPORT OF THE PARTY OF		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
* 80385	143	X	Portland Cement Concrete Sidewalk	Aug. 1, 2017	
80300		<u>-</u>	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	144	X	Progress Payments	Nov. 2, 2013	
34261			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	Nov. 1, 2012	April 1, 2016
80340			Shingles (RAS)	A	1 4 0047
* 80127	145	X	Speed Display Trailer Steel Cost Adjustment	April 2, 2014	Jan. 1, 2017
80379	140		Steel Plate Beam Guardrail	April 2, 2004 Jan. 1, 2017	Aug. 1, 2017
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2017 Jan. 1, 2013	April 1, 2016
00017		L	Jeanade rooming of not mix rophate overlays	Jan. 1, 2013	APRI 1, 2010

<u>File</u> Name	<u>Pg.</u>	Special Provision Title	Effective	<u>Revised</u>
80298		Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".)	April 1, 2012	April 1, 2017
20338	148	X Training Special Provision	Oct. 15, 1975	
80318		Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80381		Traffic Barrier Terminal, Type 1 Special	Jan. 1, 2017	-
80380		Tubular Markers	Jan. 1, 2017	
80288	151	X Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	153	X Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80071		Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use:

80289 Wet Reflective Thermoplastic Pavement Marking

The following special provisions are in the 2017 Supplemental Specifications and Recurring Special Provisions.

<u>File</u> Name	Special Provision Title	New Location	Effective	<u>Revised</u>
80360	Coarse Aggregate Quality	Article 1004.01	July 1, 2015	
80363	Engineer's Field Office	Article 670.07	April 1, 2016	
80358	Equal Employment Opportunity	Recurring CS #1 and #5	April 1, 2015	
80364	Errata for the 2016 Standard Specifications	Supplemental	April 1, 2016	
80342	Mechanical Side Tie Bar Inserter	Articles 420.03, 420.05, and 1103.19	Aug. 1, 2014	April 1, 2016
80370	Mechanical Splicers	Article 1006.10	July 1, 2016	
80361	Overhead Sign Structures Certification of Metal Fabricator	Article 106.08	Nov. 1, 2015	April 1, 2016
80365	Pedestrian Push-Button	Article 888.03	April 1, 2016	
80353	Portland Cement Concrete Inlay or Overlay	Recurring CS #34	Jan. 1, 2015	April 1, 2016
80372	Preventive Maintenance – Bituminous Surface Treatment (A-1)	Recurring CS #28	Jan. 1, 2009	July 1, 2016
80373	Preventive Maintenance – Cape Seal	Recurring CS #29	Jan. 1, 2009	July 1, 2016
80374	Preventive Maintenance – Micro Surfacing	Recurring CS #30	Jan. 1, 2009	July 1, 2016
80375	Preventive Maintenance – Slurry Seal	Recurring CS #31	Jan. 1, 2009	July 1, 2016
80362	Steel Slag in Trench Backfill	Articles 1003.01 and 1003.04	Jan. 1, 2016	
80355	Temporary Concrete Barrier	Articles 704.02, 704.04, 704.05, and 704.06	Jan. 1, 2015	July 1, 2015

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

Bridge Demolition Debris . Building Removal-Case I

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- Building Removal-Case IV ٠
- Completion Date •
 - Completion Date Plus Working Days •
- Building Removal-Case III

Building Removal-Case II

- DBE Participation •

- Material Transfer Device .
- Railroad Protective Liability Insurance .
- Training Special Provisions ٠
- Working Days

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: June 16, 2017 Letting

<u>Pg</u> <u>#</u>	7	<u>File Name</u>	Title	Effective	<u>Revised</u>
		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	Apr 1, 2016
		GBSP 12	Drainage System	June 10, 1994	Jun 24, 2015
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Apr 1, 2016
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Dec 21, 2016
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	Apr 22, 2016
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	Apr 22, 2016
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Apr 1, 2016
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jun 24, 2015
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Apr 1, 2016
154	Х	GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Dec 29, 2014
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Oct 4, 2016
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
		GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Apr 1, 2016
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	Apr 1, 2016
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Mar 29, 2017
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Apr 22, 2016
		GBSP 61	Slipform Parapet	June 1, 2007	Apr 22, 2016
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	Oct 5, 2015
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011
		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Jun 24, 2015
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
		GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
		GBSP 78	Bridge Deck Construction	Oct 22, 2013	Dec 21, 2016
		GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	Mar 29, 2017
		GBSP 81	Membrane Waterproofing for Buried Structures	Oct 4, 2016	
		GBSP 82	Metallizing of Structural Steel	Oct 4, 2016	
		GBSP 83	Hot Dip Galvanizing for Structural Steel	Oct 4, 2016	
		GBSP 85	Micropiles	Apr 19, 1996	Oct 5, 2015
		GBSP 86	Drilled Shafts	Oct 5, 2015	Oct 4, 2016
		GBSP 87	Lightweight Cellular Concrete Fill	Nov 11, 2011	Apr 1, 2016
		GBSP 88	Corrugated Structural Plate Structures	Apr 22, 2016	
		GBSP 89	Preformed Pavement Joint Seal	Oct 4, 2016	
		GBSP 90	Three Sided Precast Concrete Structure (Special)	Dec 21, 2016	Mar 29, 2017
		GBSP 91	Crosshole Sonic Logging Testing of Drilled Shafts	Apr 20, 2016	
		GBSP 92	Thermal Integrity Profile Testing of Drilled Shafts	Apr 20, 2016	

Pg #	\checkmark	<u>File Name</u>	Title	Effective	Revised
		GBSP 93	Preformed Bridge Joint Seal	Dec 21, 2016	
		GBSP 94	Warranty for Cleaning and Painting Steel Structures	Mar 3, 2000	Nov 24, 2004

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

The following Guide Bridge Special Provisions have been incorporated into the 2016 Standard Specifications:

File	Title	Std Spec
Name		Location
GBSP32	Temporary Sheet Piling	522
GBSP38	Mechanically Stabilized Earth Retaining Walls	522
GBSP42	Drilled Soldier Pile Retaining Wall	522
GBSP43	Driven Soldier Pile Retaining Wall	522
GBSP44	Temporary Soil Retention System	522
GBSP46	Geotextile Retaining Walls	522
GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	522
GBSP62	Concrete Deck Beams	504
GBSP64	Segmental Concrete Block Wall	522
GBSP65	Precast Modular Retaining Wall	522
GBSP73	Cofferdams	2017 Supp
GBSP74	Permanent Steel Sheet Piling (LRFD)	522
GBSP76	Granular Backfill for Structures	2017 Supp
GBSP80	Fabric Reinforced Elastomeric	1028
GBSP84	Precast, Prestressed Concrete Beams	2017 Supp

The following Guide Bridge Special Provisions have been discontinued or have been superseded:

File	Title	Disposition:
Name		
GBSP70	Braced Excavation	Use TSRS per Sec 522
GBSP95	Bridge Deck Concrete Sealer	Use July 1, 2012 version for Repair projects only

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois 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 for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the Lincolnwood Valley Line Trail Overpass, Section 12-00059-00-BR, Project No. CMM-4003(025), Job No. C-91-435-12 in Cook County, Village of Lincolnwood, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedent and shall govern.

CONTRACT NO. 61D97

LOCATION OF PROJECT

The project is located within the Commonwealth Edison Right-of-Way, beginning at STA 10+41.06, a point approximately 740 feet south of the Touhy Avenue centerline and extends in a northwesterly direction to STA 25+12.60, a point approximately 730 feet north of the Touhy Avenue centerline. The project is located within the Village of Lincolnwood, Cook County, Illinois. The total gross length of the project is 1,472 feet (0.28 miles) and the net length is 1,176 feet (0.22 miles).

DESCRIPTION OF PROJECT

The work consists of constructing a 12-foot wide hot-mix asphalt bike path along the Commonwealth Edison right-of-way, earth excavation, mechanically stabilized earth retaining walls, prefabricated truss superstructure, concrete deck, bicycle railing, concrete steps, landscaping, accent lighting, signage, final restoration, traffic control and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

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.

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
STA 15+00 to	Aerial Cable	Relocate aerial	AT&T	Contractor for AT&T to
STA 17+00		cable south of		relocate aerial cable
		Touhy Avenue.		and remove or relocate
		Proposed bridge		poles in conflict with
		conflicts will cable		Stage 1 construction of
		crossing proposed		local access path.
		path and local		
		access path.		3 Days Installation
STA 15+00	Aerial Cable	Relocate aerial	ComEd	ComEd contractor to
		distribution line		raise overhead cable.
		due to conflict with		
		proposed bridge.		3 Days Installation
STA 15+00	Underground	Relocate electrical	ComEd	ComEd contractor
	Cable	line prior to	Ē	lower existing cable
		construction due		and place in duct
		to conflict with		package.
		proposed retaining		
		wall.		4 Days Installation
Various	Utility Marker	Post with sign	Sprint, Qwest	Temporary relocated
				signs during
				construction

The total number of days required for utility relocations is estimate to be 10 Days.

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

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.

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
STA 10+41.06 to STA 25+00	Underground Fiber Optic	Contractor shall be aware of underground fiber optic cable located along west edge of project.	Sprint, LLC	Fiber optic shall be protected from damage.
STA 10+41.06 to STA 25+00	Overhead Electric	Contractor shall be aware of existing transmission lines along project corridor. No anticipated conflicts.	ComEd	Overhead electric shall be protected from damage.
STA 18+00	Gas Main	Contractor shall be aware of existing gas main in north parkway of Touhy Avenue. There are no anticipated conflicts.	Nicor Gas	Gas main shall be protected from damage.
STA 10+41 to STA 12+67	Underground Cable	Contractor shall be aware of abandoned fiber optic cable located along east edge of trail.	Qwest / Centurylink	Fiber optic shall be protected from damage.
STA 22+96 to STA 25+12	Underground Cable	Contractor shall be aware of abandoned fiber optic cable located along east edge of trail.	Qwest / Centurylink	Fiber optic shall be protected from damage.

Agency / Company Responsible to Resolve Conflict	Name of Contact	Address	Phone	E-mail Address
AT&T	Janet	1000 Commerce Dr.	(630) 573-6414	Ja1763@att.com
	Ahern	Oakbrook, IL 60523	(0.47) 0.40 5000	T
ComEd	Terri Bleck		(847) 816-5239	Terri.bleck@ComEd.com
Comcast	Martha	688 Industrial Drive	(630) 600-6352	Martha_gieras@
	Gieras	Elmhurst, IL 60126		cable.comcast.com
Nicor Gas	Bruce	1844 Ferry Road	(630) 388-3046	bkoppang@aglresources.com
	Koppang	Naperville, IL 60563		
Sprint, LLC	Brad		(847) 754-9888	Bradley.knochel@sprint.com
	Knochel			
Qwest /	Kirk	11111 Dorsett Rd,	(636) 887-4752	Kirk.thoelke@centurylink.com
Centurylink	Thoelke	Maryland Heights, MO 63043		

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

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.

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- Utility permit is received by the Department and the Department is ready to issue said permit.

- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

TRAFFIC CONTROL PLAN

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specification, 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 Village of Lincolnwood and the District One Bureau of Traffic at least 72 hours in advance of beginning work

STANDARDS:

701101-05 701106-02 701427-05	OFF-RD OPERATIONS, MULTILANE, 15' TO 24" FROM PAVEMENT EDGE OFF-RD OPERATIONS, MULTILANE, MORE THAN 15' (4.5 m) AWAY LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER., FOR SPEEDS ≤ 40 MPH
701602-08	URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE
701701-10	URBAN LANE CLOSURE, MULTILANE INTERSECTION
701801-06	SIDEWALK, CORNER OR CROSSWALK CLOSURE
701901-06	TRAFFIC CONTROL DEVICES

DETAILS:

- TC-10 TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS
- TC-13 DISTRICT ONE TYPICAL PAVEMENT MARKINGS
- TC-14 TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC)
- TC-22 ARTERIAL ROAD INFORMATION SIGN

SPECIAL PROVISIONS

MAINTENANCE OF ROADWAYS PUBLIC CONVENIENCE AND SAFETY (DIST 1) KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS) NIGHTTIME WORK ZONE LIGHTING (DISTRICT ONE) TEMPORARY INFORMATION SIGNING

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.

PUBLIC CONVENIENCE AND SAFETY (DISTRICT 1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

"On weekends, excluding holidays, 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."

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS)

Effective: January 22, 2003

Revised: February 20, 2015

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Control Supervisor at 847-705-4470 seventy–two (72) hours in advance of all long-term (24 hrs. or longer) lane closures. This advance notification is calculated based on a Monday through Friday workweek and shall not include weekends or state holidays.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from

6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM.

Full closure of all arterial lanes in one or both directions will only be permitted for a maximum of 15 minutes at a time **Sunday through Thursday between the hours of 9:00 PM and 5:00 AM.** During full roadway closures, the Contractor will be required to reduce the roadway to only one open traffic lane in the affected direction(s) of travel using the appropriate State Standard(s) and District Detail(s). Police forces shall be notified and requested to close the remaining lane to facilitate the necessary work activities, except that a flagger may be substituted for daytime closures with the approval of the Engineer. The Contractor shall notify the District One Arterial Traffic Control Supervisor at 847-705-4470 at least three (3) working days (weekends and holidays DO NOT count into this notification time) in advance of the proposed road closure.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ \$1,000

Two lanes blocked = \$ \$2,500

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages

may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

NIGHTTIME WORK ZONE LIGHTING (DISTRICT ONE)

Effective: November 1, 2008

Revised: June 15, 2010

<u>Description</u>. This work shall consist of furnishing, installing, maintaining, moving, and removing lighting for nighttime work zones. Nighttime shall be defined as occurring shortly before sunset until after sunrise.

<u>Materials</u>. The lighting shall consist of mobile and/or stationary lighting systems as required herein for the specific type of construction. Mobile lighting systems shall consist of luminaires attached to construction equipment or moveable carts. Stationary lighting systems shall consist of roadway luminaires mounted on temporary poles or trailer mounted light towers at fixed locations. Some lighting systems, such as balloon lights, may be adapted to both mobile and stationary applications.

<u>Equipment</u>. The Contractor shall furnish an illuminance meter for use by the Engineer. The meter shall have a digital display calibrated to NIST standards, shall be cosine and color corrected, and shall have an accuracy of \pm five percent. The sensor shall have a level indicator to ensure measurements are taken in a horizontal plane.

CONSTRUCTION REQUIREMENTS

<u>General</u>. At the preconstruction conference, the Contractor shall submit the type(s) of lighting system to be used and the locations of all devices.

Before nighttime construction may begin, the lighting system shall be demonstrated as being operational.

<u>Nighttime Flagging</u>. The requirements for nighttime flagging shall be according to Article 701.13 of the Standard Specifications and the glare control requirements contained herein.

Lighting System Design. The lighting system shall be designed to meet the following.

(a) Lighting Levels. The lighting system shall provide a minimum of 5 foot candles (54 lux) throughout the work area. For mobile operations, the work area shall be defined as 25 ft (9 m) in front of and behind moving equipment. For stationary operations, the work area shall be defined as the entire area where work is being performed.

Lighting levels will be measured with an illuminance meter. Readings will be taken in a horizontal plane 3 ft (1 m) above the pavement or ground surface.

(b) Glare Control. The lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, or inspection personnel. Lighting systems with flood, spot, or stadium type luminaires shall be aimed downward at the work and rotated outward

no greater than 30 degrees from nadir (straight down). Balloon lights shall be positioned at least 12 ft (3.6 m) above the roadway.

As a large component of glare, the headlights of construction vehicles and equipment shall not be operated within the work zone except as allowed for specific construction operations. Headlights shall never be used when facing oncoming traffic.

(c) Light Trespass. The lighting system shall be designed to effectively light the work area without spilling over to adjoining property. When, in the opinion of the Engineer, the lighting is disturbing adjoining property, the Contractor shall modify the lighting arrangement or add hardware to shield the light trespass.

<u>Construction Operations</u>. The lighting design required above shall be provided at any location where construction equipment is operating or workers are present on foot. When multiple operations are being carried on simultaneously, lighting shall be provided at each separate work area.

The lighting requirements for specific construction operations shall be as follows.

- (a) Installation or Removal of Work Zone Traffic Control. The required lighting level shall be provided at each truck and piece of equipment used during the installation or removal of work zone traffic control. Headlights may be operated in the work zone.
- (b) Guardrail, Fence and High Tension Cable Barrier Median Repair. The required lighting level shall be provided by mounting a minimum of one balloon light to each piece of mobile construction equipment used in the work zone. This would include all machines but not include trucks used to transport materials and personnel or other vehicles that are continuously moving in and out of the work zone. The headlights of construction equipment shall not be operated within the work zone.
- (c) Pavement Marking and Raised Reflective Pavement Marker Removal/Installation. The striping truck and the attenuator/arrow board trucks may by operated by headlights alone; however, additional lighting may be necessary for the operator of the striping truck to perform the work.

For raised reflective pavement marker removal and installation and other pavement marking operations where workers are on foot, the required lighting level shall be provided at each truck and piece of equipment.

- (d) Sweeping. The required lighting level shall be mounted on the sweeping train vehicles during the sweeping operations. Headlights may be operated in the work zone.
- (e) Layout, Testing, and Inspection. The required lighting level shall be provided for each active area of construction layout, material testing, and inspection. The work area shall be defined as 15 ft (7.6 m) in front and back of the individual(s) performing the tasks.

Nighttime Work Zone Lighting will not be paid for as a separate item, but the cost shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

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:

	ltem	Article / Section
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 REQUIREMENTS

Installation.

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

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

The attachment of temporary signs to existing 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.

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 June 15, 2018 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within <u>10</u> 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.

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.

FAILURE TO COMPLETE THE WORK ON TIME

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$2,500, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

AVAILABLE REPORTS

□ No project specific reports were prepared.

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

- □ Record structural plans
- Preliminary Site Investigation (PSI)
- □ Preliminary Environmental Site Assessment (PESA)
- Soils/Geotechnical Report
- Boring Logs
- □ Pavement Cores
- □ Location Drainage Study (LDS)
- □ Hydraulic Report
- □ Noise Analysis
- □ Other: _____

Those seeking these reports should request access from:

PSI: Sam Mead, IDOT District 1, Sam.Mead@illinois.gov

Other:

Village of Lincolnwood

Jim Amelio, Village Engineer

7001 N Lawndale Avenue, Lincolnwood, IL 60712

Phone: 847-745-4865

Email: jamelio@lwd.org

Hours: 9 AM to 4 PM (Monday-Friday)

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.

ltem	Article/Section
(a) Coarse Aggregate	
	0 == -1.0)

(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				
	8"	6"	4"	2"	#4
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20

	COARSE	AGGREGAT	E SUBGRADE	GRADATION	IS (Metric)	
Grad No.	Sieve Size and Percent Passing					
	200 mm	150 mm	100 mm	50 mm	4.75 mm	
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20	

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

SAW CUTTING

When removing curb, sidewalk or pavement, the saw cut shall be the full depth of the item being removed. The cost of saw cutting shall be included in the item being removed and will not be measured for payment separately.

PIPE UNDERDRAINS, TYPE 1, 12"

Description: This work shall consist of constructing Pipe Underdrains, Type 1, 12".

Materials: Materials shall be in accordance with Article 601.02 of the Standard Specifications. Backfill shall be in accordance with Section 1004 of the Standard Specifications. Geotechnical fabric envelope for the pipe underdrains as detailed in the Plans shall be in accordance with Article 1080.01 of the Standard Specifications.

Construction Requirements: Construction and installation shall conform to the details shown in the Plans, Standard Details and all applicable portions of Section 601 of the Standard Specifications.

The trench of the pipe underdrains shall be backfilled as specified for the type of drain installed using the CA-16 grade granular backfill in accordance with Section 1004 of the Standard Specifications and Recurring Special Provision Check Sheet #19 (Pipe Underdrains). The trench shall be wrapped using a Fabric Envelope meeting the requirements of Section 1080 of the Standard Specifications.

Where a geotechnical fabric envelope is designated on the plans to prevent fines from entering the bedding material, backfill, or the pipe perforations, it shall be installed as shown on the plans.

Pipe underdrains shall be located and constructed as shown in the plans, including the placement of geotechnical fabric, flexible perforated tubing and the specified granular backfill in a trench. The trench shall be constructed in such a manner that the sides and bottom retain a firm, clean surface. Following trench excavation, the approved filter fabric shall be unrolled directly over the trench in such a position that the centerline of the fabric width is directly over the ditch centerline. The fabric shall be carefully depressed into the trench, maintaining precise alignment of the fabric with the trench. The perforated tubing shall be wrapped and granular backfill shall then be carefully placed in the trench in accordance with the details and dimensions shown in the Plans. After placement of granular backfill to the satisfaction of the Engineer, the remaining exposed filter fabric shall be lapped closed at the top of the trench as shown in the plan details.

Method of Measurement: This work will be measured for payment of the size specified in feet, in place, measured along the centerline of the underdrain. When the underdrain enters a headwall, manhole, inlet or other drainage structure, measurement will be made from the inside face of the structure.

Pipe underdrains includes all materials and work necessary for installation in accordance to Article 601.08 of the Standard Specifications and shall include full compensation for furnishing, hauling and placing all materials (including geotechnical fabric and porous granular backfill), excavation; placing and removing sheeting and bracing required for excavation; disposing of surplus material; connecting drains into proposed and existing drainage structures; connecting drains into proposed and existing culverts; and for all labor, equipment, tools and incidentals necessary to complete the work as specified.

Basis of Payment: This work will be paid for according to Article 601.08.

STABILIZED CONSTRUCTION ENTRANCE

Description: This work shall consist of constructing a stabilized construction entrance, including furnishing, installing, maintaining and removing a stabilized pad of aggregate underlain with filter fabric, as shown on the plans or directed by the Engineer.

Materials: The materials used shall meet the requirements of the following:

Aggregate: The aggregate shall be limited to IDOT Coarse Aggregate Gradations CA- 1, CA- 2 CA-3, or CA-4.

Filter Fabric: The filter fabric shall be made of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.

Construction Requirements: The aggregate shall be at least six inches thick. The aggregate shall not be placed until the entrance area has been inspected and approved by the Engineer.

The aggregate shall be dumped and spread into place in approximately horizontal layers. The layer(s) shall not exceed three feet in thickness. The aggregate shall be placed in such a manner as to produce a reasonably homogeneous stable fill that contains no segregated pockets of larger or smaller fragments or large unfilled space caused by bridging of larger fragments. No compaction shall be required beyond that resulting from the placing and spreading operations.

The construction entrance shall have a minimum width of 14 feet and a minimum length of 50 feet.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered included in the unit price for STABILIZED CONSTRUCTION ENTRANCE. The stabilized construction entrance shall have positive drainage away from the roadway.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-way(s) shall be removed immediately. All removed materials shall be disposed of outside the limits of the right-of- way according to Article 202.03 of the "Standard Specifications" and/or as directed by the Engineer.

Construction entrances crossing curb & gutter, sidewalks, and/or other roadway appurtenances shall include protection for these items. The cost of such protection shall be included in the unit price for STABILIZED CONSTRUCTION ENTRANCE. If any of these appurtenances are damaged by the Contractor, they shall be repaired or replaced to the Engineer's satisfaction at the Contractor's cost.

Method of Measurement. The Stabilized Construction Entrance will be measured in place and the area computed in square yards.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE, which includes all equipment, labor and materials necessary to construct, maintain and remove the entrance.

DUST CONTROL WATERING

Description: This work shall consist of furnishing and applying water to control dust and air-borne dirt generated by construction activities.

General: This work shall be performed according to Article 107.36 of the "Standard Specifications" and the following:

Revise Article 107.36 of the "Standard Specifications" as follows:

Replace sub-paragraph (d) of under the third paragraph with the following:

(d) Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed and in a manner approved by the Engineer. All equipment used for this work shall meet with the Engineer's approval and shall be equipped with

adequate measuring devices for determining the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

The Contractor is reminded of the provisions of Article 107.18 of the Standard Specifications regarding the procurement of water from fire hydrants.

Method of Measurement: This work will be measured in units of gallons of water applied. One unit is equivalent to 1,000 gallons of water applied.

Basis of Payment: This work will be paid for at the contract unit price per unit for DUST CONTROL WATERING. The unit price shall include all equipment, materials and labor required to control dust.

LANDSCAPE EDGING

Description: This work shall consist of furnishing and installing aluminum landscape edging where indicated on the plans or as directed by the Engineer.

Materials: The materials for this work shall conform to the following requirements:

Aluminum Edging shall be 3/16" thick exposed top lip x 5 $\frac{1}{2}$ " height x 16 feet long, extruded aluminum. The horizontal base shall have an upward facing angle profile designed to integrate restraint for strait-line and curvilinear application.

Finish to be Black Anodized.

Construction Methods: Edging shall be installed with 2' of interlocking overlap between sections. Install per manufacturers specifications with top of edging ¼" to ½" above finished grade. Finish grade to be compacted on either side of edging to maintain stability. Anchors shall be placed every 36" minimum with additional anchors provided as necessary to insure edging is securely fixed.

Method of Measurement: The work for LANDSCAPE EDGING will be measured for payment in feet, measured along the top of the edging as designated on the plans or as directed by the Engineer.

Basis of Payment: Landscape Edging will be paid for at the contract unit price per foot for LANDSCAPE EDGING, complete in place, including all materials, equipment, tools and labor.

GRAVEL MULCH

Description: This work shall consist of furnishing and installing gravel mulch as indicated on the plans or as directed by the Engineer.

Materials: The materials for this work shall conform to the following requirements:

- Smooth River Rock.
- Color: white, grey, blue, cream, pink,
- Size: 1.5" 2.5"

Construction Methods: The gravel mulch shall be placed on 5oz heavy duty landscape fabric to the minimum depth of 4 inches.

Method of Measurement: The work for Gravel Mulch will be measured for payment in tons (4" thick) as designated on the plans or as directed by the Engineer.

Basis of Payment: Gravel Mulch will be paid for at the contract unit price per ton for GRAVEL MULCH, complete in place, including all materials, equipment, tools and labor necessary to complete the work.

REMOVE EXISTING FLARED END SECTION

Description: This work shall consist of the removal and disposal of existing flared end sections and shall be performed in accordance with all applicable articles of Section 551 of the Standard Specifications. All removed materials shall be disposed of according to Article 202.03 of the Standard Specifications.

Method of Measurement: This work will be measured in units of each.

Basis of Payment: This work will be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION.

LANDSCAPING GRAVEL

Description: This work shall consist of furnishing and installing decorative landscaping gravel indicated on the plans or as directed by the Engineer.

Materials: The materials for this work shall conform to the following requirements:

Multi-colored apache brown angular gravel.

Color: red, tan, brown, black, grey, blue, cream, pink, purple

Size: 5/8" - 3/4"

Construction Methods: The landscaping gravel shall be placed on 5oz heavy duty landscape fabric to the minimum depth of 4 inches.

Method of Measurement: This work will be measured for payment by the number of square yards placed (4" thick). The heavy duty landscape fabric will not be measured separately.

Basis of Payment: This work will be paid for at the contract unit price per square yard for LANDSCAPING GRAVEL, complete in place, including all materials, equipment, tools and labor. The heavy duty landscape fabric will be included in the cost of the pay item.

WOODEN POLE REMOVAL

Description: This work shall consist of removal and disposing of abandoned wooden poles at the locations indicated on the plans or as directed by the Engineer. All removed materials shall be disposed of according to Article 202.03 of the Standard Specifications.

The wooden pole must be removed at a minimum of 24" below the existing ground elevation.

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

Basis of Payment: This work will be paid for at the contract unit price per each for WOODEN POLE REMOVAL. The unit price shall include all material, equipment, and labor necessary to remove the wooden pole.

REMOVE AND REPLACE LID

This work shall consist of removal and disposal of the existing lid, and furnishing and installing Lids, Type 1, Open Lid and shall be in accordance with all applicable articles of Section 604 of the Standard Specifications. All removed materials shall be disposed of according to Article 202.03 of the Standard Specifications.

Method of Measurement: This work will be measured in units of each.

Basis of Payment: This work will be paid for at the contract unit price per each for REMOVE AND REPLACE LID.

SIMULATED INDIANA BUFF LIMESTONE SURFACE FORM LINER AND MOCKUP

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 plans. This work also consists of providing and applying a concrete stain to the textured surface to replicate actual stone. Form lined surfaces shall include areas of wall facings, where shown in the plans. The form liner pattern used for each wall type may vary to convey a uniform appearance as indicated on the plans. This Work shall also be performed in accordance with applicable portions of Sections 503 and 504 of the Standard Specifications.

Form liners shall be installed 12" below finish grade unless otherwise shown on the plans. The form liner shall match the exact size of concrete units and adhere to the provisions listed herein and in the Plans. The form liner stone module is to be integrated into the specified surfaces such that there are no joints crossing the stone modules.

FABRICATOR REQUIREMENTS

All manufacturers of form liners shall adhere to the provisions listed herein and in the Plans.

SHOP DRAWINGS

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 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.

To minimize the possibility of preparing an unsatisfactory Cast Concrete Mockup as described herein, the Contractor may elect to provide shop drawings for the Mockups.

MATERIALS

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

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.

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.

FORM LINER MOCKUP

The Contractor shall provide a cast concrete mockup containing the form liner surface. The form liner manufacturer's technical representative shall be on-site for technical supervision during the installation and removal operations.

Purpose of the mockup is to select and verify the pattern and concrete stain to be used.

1. Locate mockup on site as directed by the Engineer.

- 2. The cast-in-place mockup shall be a minimum 10 ft x 10 ft x 6 in. thick minimum and the pre-cast mock-up shall consist of a minimum of 3 modules. Size shall be varied as required to demonstrate patterning.
- 3. Using the same substrate and application techniques that will occur in the final structure, apply the concrete stain to the front face of the mock-up wall located on the jobsite. Stain shall be of type and color which will be used on actual walls. Application procedures and absorption rates shall be as hereinafter specified, unless otherwise recommended by the manufacturer in writing to achieve color uniformity.
 - a. Acceptance by the Engineer shall serve as a standard of comparison with respect to color and overall appearance.
 - b. General application to actual surfaces on the retaining wall shall not proceed until jobsite mockup has been approved in writing by the Engineer.
- 4. Include examples of each condition required for construction i.e. liner joints, construction joints, expansion joints, steps, corners, and special conditions due to topography or manmade elements, etc.
- 5. Upon receipt of comments from inspection of the mockup, adjustments or corrections shall be made to the molds where imperfections are found. If required, additional mockups shall be prepared when the initial mockup is found to be unsatisfactory.
- 6. After concrete work on mockup is completed and cured and after surface is determined to be acceptable for coloring, apply color stain system.
- 7. After coloring is determined to be acceptable by the Engineer, construction of project may proceed, using mockup as quality standard.

QUALIFICATIONS OF CONTRACTOR

The concrete stain applicator shall have a minimum of one (1) year demonstrated experience in applying stains. The Contractor shall submit evidence of appropriate experience, job listings, and project photographs from previous work.

PRECAST CONCRETE PANELS

The precast concrete panels for the MSE retaining walls shall be furnished in the System Supplier's standard dimensions except for the following conditions:

- 1. Panels at the bottom tier and panels at the top tier of a wall with a level top line may be cut horizontally so that they shall have an exposed face area not less than one-third the face area of the standard panel.
- 2. Exposed face areas of panels may be any area required to fill in at the top tier to produce a sloped and continuous (straight or curved) line at the top of the wall.
- 3. Include graphics as indicated on drawings contained within MSE retaining wall panels. The Engineer shall provide the Contractor an electronic CAD file with the tree logo.

The maximum panel size shall be 50 square feet. The length to height ratio of the panel shall be greater than or equal to 2.0 but not to exceed 3.0. The minimum panel thickness shall be 5-1/2 inches.

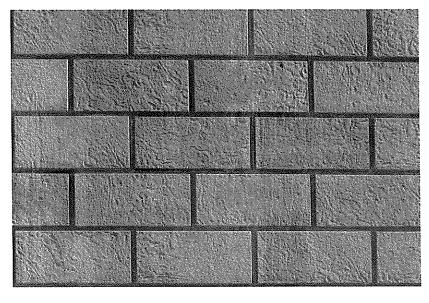
The panels shall be positively interlocked by means of clips, pins or continuous ship laps or tongues and grooves in the top, bottom, and sides of the panels. Panels shall be designed to conceal joints and bearing pads.

Refer to drawings for general pattern layout and acceptable tolerance.

A pattern "exhibit" is provided below, illustrating the appearance desired.

The appropriate number of molds and subsequent form liners shall be provided to ensure that the natural and continuous stone pattern be maintained throughout all panels, including stone coursing, mortar joint and relief.

The relief shall be approximately 1-1/2" average and no greater than 2 1/2 maximum.



A pattern "Photo A" is provided below, illustrating the appearance desired.

Photo A - Precast Concrete Panels Pattern

CONCRETE STAIN

The Contractor shall submit manufacturer's literature, certificates and color samples to the Engineer for review and acceptance. Samples to be provided for Engineer review and approval to match the following Federal Standard Colors: Sand (30372), Yellow Sand (30400), and Tan (30257).

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 a water borne, low V.O.C. material, less than 1.5 lbs./gal, and shall meet requirements for weathering resistance of 2000 hours accelerated exposure.

INSTALLATION

Form liners shall be installed in accordance with the manufacturer's 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 buildup 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 at no additional cost to the Village. 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 form 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. At locations where differing form liner patterns abut, such as when a cast-in-place pattern should connect to a precast concrete wall pattern, a vertical 6-inch wide smooth finish transition strip without relief shall be provided at the abutting ends of each wall to separate the two dissimilar patterns. This transition strip shall also be introduced at appropriate corner sections of all patterned wall systems.

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. 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.

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-repellent 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 air-driven 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 cloths 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, restored, or replaced to the satisfaction of the Engineer.

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

The concrete staining work described herein shall be performed after the grading is finished.

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 trades.

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 USE OF FORM LINERS

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

METHOD OF MEASUREMENT

This work will not be measured for payment.

BASIS OF PAYMENT

This work will not be paid for separately but shall be included in the MECHANICALLY STABILIZED EARTH RETAINING WALL pay item.

Required adjustments or corrections needed to address mockup comments and the cost of additional mockups, if required, will not be paid for separately, but shall be included in respective wall system pay item.

PEDESTRIAN BRIDGE LIGHTING SYSTEM

This work shall include all costs associated with furnishing and installing the lighting system as indicated in the contract documents, with the exception of all lighting elements that are located on the bridge truss. All lighting systems installed on the pedestrian bridge are included in ILLUMINATED SIGN, SPECIAL.

Basis of Payment: This work shall paid for at the contract unit price per LUMP SUM for PEDESTRIAN BRIDGE LIGHTING SYSTEM, which price shall include all labor, materials, and equipment necessary to complete the work as shown on the plans or as directed by the Engineer.

BIKE PATH REMOVAL

This work shall consist of the removal of the existing hot-mix asphalt multi-use path, limestone shoulder, and aggregate base under the paths at the locations indicated in the plans or as directed by the Engineer. This work shall conform to this special provision and Articles 440.03 and 440.06 of the Standard Specifications.

Method of Measurement: Removal of the existing hot-mix asphalt multi-use path will be measured for payment in place and the area computed in square yards. The limestone shoulder and aggregate base will not be measured separately for payment.

Basis of Payment: This work will be paid for at the contract unit price per square yard for BIKE PATH REMOVAL and includes removal of the limestone shoulder and aggregate base, which price shall include all labor, materials, and equipment necessary to complete the work as shown on the plans or as directed by the Engineer.

BOLLARD REMOVAL

This work shall consist of removing existing bollards (concrete, steel, wood, etc) and proper disposal in accordance with Article 202.03 of the Standard Specifications. The void created by the bollard removal shall be backfilled with trench backfill if located within the proposed paving area. All other locations shall be backfilled with suitable material.

Basis of Payment: This work shall be measured and paid for at the contract unit price per Each for BOLLARD REMOVAL, which price shall include all labor, materials, and equipment necessary to complete the work as shown on the plans or as directed by the Engineer.

CLEARING AND GRUBBING

This work shall comply with the requirements of Sections 201 and 202 of the Standard Specifications, except that additional coordination with the Village of Lincolnwood will be required to identify plant material that will be preserved and plant material that will be removed.

Undesirable species and underbrush to be removed will be determined solely by the Engineer as coordinated with representatives from the Village of Lincolnwood, as will all trees and plant material to be protected and preserved. Selective clearing requirements may vary along the path. Anticipated locations of CLEARING AND GRUBBING are indicated on the contract plans.

Basis of Payment: This work will be paid for at the contract unit price per Lump Sum for CLEARING AND GRUBBING, which price shall include all labor, materials, and equipment necessary to complete the work as shown on the plans or as directed by the Engineer.

EARTH EXCAVATION (SPECIAL)

This work shall consist of the excavation and transportation of excavated material in accordance with Section 202 of the Standard Specifications.

Revise the first sentence of Article 202.01 to read.

Description. This work shall consist of the excavation and transportation of excavated material. This work does not include excavation for structures, channel excavation or material disposal.

During construction operations, the Contractor shall provide positive site drainage at the conclusion of each working day. Site drainage may be achieved by ditching, pumping or any other method acceptable to the Engineer. This work will be included in the cost of Earth Excavation (Special).

Whenever, during construction operations, any loose material is deposited into the flow line of gutters, drainage structure, ditches, etc. such that the natural flow line of water is obstructed, the loose material will be removed at the close of each working day. At the conclusion of construction operations, all drainage structures and flow lines shall be free from dirt and debris. The contractor's failure to provide the above will preclude any possible added compensation requested due to delays or unsuitable materials created as a result thereof.

Add the follow paragraph to Section 202.

Requirements. The Contractor shall coordinate with Commonwealth Edison's Environmental Contractor of Choice to make sure that all excavated material is tested. A list of ComEd approved Contractors of Choice can be found in the EARTH EXCAVATION SOIL MANAGEMENT special provision. No soil or materials may be removed from the Commonwealth Edison site until ComEd approves the waste disposal vendor, waste disposal plan, and waste disposal facility.

Add the following to section 202.08

Basis of Payment: This work shall be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION (SPECIAL); which price shall include all labor, materials and equipment necessary to excavate and transport the material as directed by the Engineer or as described herein. This item includes excavation and hauling costs only, it does not include any disposal costs.

STRUCTURE EXCAVATION (SPECIAL)

This work shall consist of the excavation and transportation of excavated materials for structures in accordance with Section 502 of the Standard Specifications.

Add the follow paragraph to Section 502.

Requirements. The Contractor shall coordinate with Commonwealth Edison's Environmental Contractor of Choice to make sure that all excavated material is tested. A list of ComEd approved Contractors of Choice can be found in the EARTH EXCAVATION SOIL MANAGEMENT special provision. No soil or materials may be removed from the Commonwealth Edison site until ComEd approves the waste disposal vendor, waste disposal plan, and waste disposal facility.

This work shall be measured in accordance with Article 502.12 of the Standard Specifications and as indicated in the contact plans. This work will be paid for at the contract unit price per cubic yard for STRUCTURE EXCAVATION (SPECIAL).

CONNECTION TO EXISTING MANHOLE

Description: This work shall consist of making a sewer connection to an existing catch basin at locations as shown in the plans. The work shall be done in accordance with the applicable portions of Sections 502, 550 and 602 of the Standard Specifications.

The Contractor shall connect to the existing structure in accordance with the Connection to Existing Manhole detail provided in the contract plans. The existing catch basin shall be cleaned in accordance with Article 602.15 of the Standard Specifications.

Method of Measurement: The work will be measured for payment in place in units of each connection to an existing manhole.

Basis of Payment: The work will be paid for at the contract unit price per each for CONNECTION TO EXISTING MANHOLE.

CONCRETE GUTTER, TYPE B (SPECIAL)

This work shall consist of constructing concrete gutter according to the dimensions and slopes shown in the contract plans. This work shall comply with the requirements of Section 606 of the Standard Specifications.

This work shall be measured for payment in feet in the flow line of the gutter and paid for at the contract unit price per foot for CONCRETE GUTTER, TYPE B (SPECIAL).

CHAIN LINK FENCE REMOVAL

This work shall consist of removing the existing chain link fence, posts (including concrete foundation), rails and fittings at locations shown on the plans, or as directed by the Engineer, backfilling voids with suitable material, and disposal of fence and appurtenances in accordance with Article 202.03 of the Standard Specifications.

Method of Measurement: Chain Link Fence Removal will be measured for payment in feet along the top of the fence from center to center of end posts.

Basis of Payment: This work shall be paid for at the contract unit price per FOOT for CHAIN LINK FENCE REMOVAL, which price shall include all abor, materials, and equipment to complete the work as shown on the plans or as directed by the Engineer.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

The Traffic Control and Protection (Special) shall meet the requirements of Division 700. Work Zone Traffic Control and Protection, Signing, and Pavement Marking of the "Standard Specifications" except as follows:

Article 701.01 Description shall be replaced with the following:

701.01 Description. This item of work shall consist of furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement. The Contractor shall be responsible for the installation and maintenance of adequate signs, traffic control devices and warning devices to inform and protect the public during all phases of construction.

The Contractor must provide certified flaggers when entering or leaving the project. The Contractor is required to clean the roadway at the end of each day and provide a street sweeper at a minimum weekly or as directed by the Engineer.

Article 701.02 Materials shall be modified by adding the following paragraph:

Traffic control devices include signs and their supports, signals, pavement markings, barricades and their approved weights, channeling devices, warning lights, arrow boards,

flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

Article 701.04 General shall be modified by adding the following as the first paragraph:

Traffic Control and Protection (Special) shall be provided as shown on the plans and applicable Highway Standards; as required in these special provisions and the applicable sections of the "Standard Specifications"; and/or as directed by the Engineer.

Article 701.19 Method of Measurement shall be replaced completely with the following:

701.19 Method of Measurement.

These items of work will be measured on a lump sum basis for furnishing installing, maintaining, replacing, relocating and removing the traffic control devices required in the plans and these special provisions.

Article 701.20 Basis of Payment shall be replaced completely with the following:

701.20 Basis of Payment

This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL). The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans and specifications, except for the following items, which will be paid for separately.

1) Changeable Message Sign

The salvage value of the materials removed shall be reflected in the bid price for this item.

Any delays or inconveniences incurred by the Contractor while complying with these requirements shall be considered as part of TRAFFIC CONTROL AND PROTECTION (SPECIAL) and no additional compensation will be allowed.

Any traffic control devices required by the Engineer to implement the Traffic Control Plan as shown in the plans and specifications of the contract shall be considered included in the pay item TRAFFIC CONTROL AND PROTECTION (SPECIAL).

CHANGEABLE MESSAGE SIGN

This work shall consist of furnishing, installing, maintaining and eventually removing changeable message signs.

The contractor shall use two changeable message signs at locations shown on the plans or as directed by the Engineer for 5 calendar days prior to the night time lane closure.

This work will be paid for at the contract unit price per calendar day for each sign for CHANGEABLE MESSAGE SIGN.

ILLUMINATED SIGN, SPECIAL

Description. This work shall consist of furnishing all labor, materials, tools, and equipment required to furnish and erect ILLUMINATED SIGN, SPECIAL as detailed on the Contract Plans.

Section Includes

A. Dimensional characters. (Reverse channel halo lit sign)

Submittals

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for signs.
 - 1. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
 - 2. Provide message list, typestyles, and graphic elements, including tactile characters and Braille, and layout for each sign.
 - 3. Provide LED color changing accent stripe across bottom cord of bridge along with all mounting details.
 - 4. Wiring Diagrams: Power, signal, and control wiring.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of actual units or sections of units showing the full range of colors available for the following:
 - 1. Aluminum.
 - 2. Polycarbonate sheet.
 - 3. Acrylic sheet.
- D. Samples for Verification: For each of the following products and for the full range of color, texture, and sign material indicated, of sizes indicated:
 - 1. Dimensional Characters: Full-size Samples of each type of dimensional character (letter, number, and graphic element).
 - 2. Aluminum: For each form, finish, and color, on 6-inch- (150-mm-) long sections of extrusions and squares of sheet at least 4 by 4 inches (100 by 100 mm).
 - 3. Panel Signs: Not less than 12 inches (305 mm) square
 - 4. LED strip extruded aluminum channel with lens as shown on drawings.
- E. Maintenance Data: For signs to include in maintenance manuals.

Quality Assurance

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

- 1. Build mockup of typical LED lettering and backer plate as shown on Drawings and Construction Mock-Up drawing.
- 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such

Materials

- C. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- D. Polycarbonate Sheet: Of thickness indicated, manufactured by extrusion process, coated on both surfaces with abrasion-resistant coating:
 - 1. Impact Resistance: 16 ft-lbf/in. (854 J/m) per ASTM D 256, Method A.
 - 2. Tensile Strength: 9000 lbf/sq. in. (62 MPa) per ASTM D 638.
 - 3. Flexural Modulus of Elasticity: 340,000 lbf/sq. in. (2345 MPa) per ASTM D 790.
 - 4. Heat Deflection: 265 deg F (129 deg C) at 264 lbf/sq. in. (1.82 MPa) per ASTM D 648.
 - 5. Abrasion Resistance: 1.5 percent maximum haze increase for 100 revolutions of a Taber abraser with a load of 500 g per ASTM D 1044.
- E. Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).

Dimensional Characters

- A. Aluminum Reverse Channel Signage, Illuminated and non-Illuminated as follows:
 - 1. Fabricated Characters: Form exposed faces and sides of characters to produce surfaces free from warp and distortion. Include internal bracing for stability and attachment of mounting accessories. Comply with the following requirements:
 - a. Illuminated Back lighted Reverse Channel Characters: Manufacturer's standard LED lighting including transformers, insulators, and other components. Make provisions for servicing and concealing connections to bridge lighting controller BLC-1 at power supplies in NEMA rated enclosures. Controller BLC-1 power circuits and DMX control circuits for color changing elements are shown on construction documents.
 - b. Aluminum Sheet:
 - 1) Faces 0.125 inches.
 - 2) Sides 0.080 inches.
 - 3) Finish: Painted.
 - 4) Custom Paint Colors: Provide manufacturer's hardware for projection mounting of back lighted and non-illuminated reverse channel characters at 2 inches distance from wall surface.
 - c. Back face: 0.150 inch clear polycarbonate.

- d. Lighting: Flexible white LED modules mounted around entire profile of each letter and shape. Modules Kelvin temperature to be coordinated with Engineer prior to ordering.
- e. LED Lighting Power Supplies: Power allocation for each of two signs is 3 240 watt power supplies with a dedicated 120VAC circuit to each from BLC-1. Power supplies to suitable for outdoor applications. Power supplies shall be located in enclosures that are serviceable, but not accessible by the public from the bridge. Enclosures to be designed for power supplies heat issues and NEMA enclosure suitable for outdoor use. Provide vented where required but out of direct exposure to weather and with condensation drain if required. LED stripe power allocation is 4 480W power supplies for each stripe with 3 dedicated 120V circuits from BLC-1. Power supplies if possible. Stripe power supplies will also have DMX control interface per construction documents or may use wireless if coordinated with BLC-1 controller at time of construction.
- f. Construction: Weld corners flush for seamless connection between face and return sides. .125 inch grounding strips, .125 inch angle brackets at sign support rods, stainless steel threaded rod supports as necessary for secure mounting, Sealtite power connectors.
- B. Cutout Letters and Numbers: Cut letters and numbers from solid plate material of thickness indicated. Produce precisely cut characters with square cut, smooth edges. Comply with requirements indicated for finish, style, and size.
 - 1. Metal: Aluminum.
 - a. Color: Paint color as selected by Architect/Engineer.

Fabrication

- A. General: Provide manufacturer's standard signs of configurations indicated.
 - 1. Welded Connections: Comply with American Welding Society (AWS) standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded surfaces of welding flux and dress exposed and contact surfaces.
 - 2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
 - 3. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.
 - 4. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.
 - 5. LED stripe fabrication shall be aluminum extrusion and include tight snap in lens. Aluminum extrusion shall have a water tight flared rubber grommet around cables entering the channel to serve the LED strip lighting. Extrusions may have

breathable condensation drains in channels to prevent water buildup in bottom of channel provided they contain mesh to keep insects from entering.

Finishes, General

A. Comply with National Association of Architectural Metal Manufacturers (NAAMM) "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

Installation

- A. Locate signs and LED stripe assemblies and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
 - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. LED stripe shall be installed to match the crown line of the bridge deck. See mounting details of construction documents. All service conductors to the LED stripe shall be routed to be out of reach of the public and routed on bottom side of offset mounts as possible.
 - 3. Sign and LED stripe power circuits will be routed up the south abutment of the bridge to a stainless steel pull box for connections to BLC-1 circuits shown on construction documents. There will be a separate stainless steel pull box for DMX cable for connections to BLC-1 adjacent to the power box. The sign installation contractor shall provide same conductor requirements as provided by BLC-1 installation contractor to the pull box locations. Power and DMX conduits and associated cabling shall be provided by sign contractor from pull boxes to sign and LED stripe power supplies and low voltage cabling as required from power supplies to LED modules or stripe. Sign company is to coordinate prior to installation all required power requirements and control requirements and have approval from engineer prior to installation.
- B. Dimensional Characters: Mount characters using standard fastening methods to comply with manufacturer's written instructions for character form, type of mounting, wall construction, and condition of exposure indicated. Provide heavy paper template to establish character spacing and to locate holes for fasteners.
 - 1. Projected Mounting: Mount characters at projection distance from wall surface indicated.

Cleaning and Protection

After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Engineer.

Method of Measurement. This work will be measured for payment per each sign. The LED stripe will not be measured for payment.

Basis of Payment. This work will be paid for at the contract unit price per each for all ILLUMINATED SIGN, SPECIAL work. This price shall include all labor, materials, fabrication, shop drawings, transportation, erection, tools, and all other appurtenant work necessary to complete this item. The cost of the LED stripe will not be paid for separately, but included in the cost of the ILLUMINATE SIGN, SPECIAL.

ORNAMENTAL FENCE

This work shall consist of furnishing and installing a 4' high aluminum fence and accessories at locations shown on the plans or as directed by the Engineer in accordance with this special provision and the detail in the plans.

All tubing shall be aluminum alloy 6063-T52.

All posts, pickets and rails shall be black powder coated aluminum. All nuts, bolts and accessories shall be stainless steel.

The fence post connections shall be breakaway design.

The Contractor shall submit shop drawings to the Engineer for approval prior to ordering materials.

Method of Measurement: Ornamental Fence will be measured for payment in feet along the top of the fence from center to center of end posts.

Basis of Payment: This work shall be paid for at the contract unit price per FOOT for ORNAMENTAL FENCE, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work as shown on the plans or as directed by the Engineer.

EARTH EXCAVATION DISPOSAL

This work shall consist of the disposal of excavated material at a Commonwealth Edison approved landfill site. The excavated material many include soils that will need to be treated as non-special waste. All contaminated materials shall be managed as either "uncontaminated soil" or non-special waste.

The following are approved Commonwealth Edison landfill sites:

Zion Landfill Advanced Disposal				
701 Greenbay Road				
Zion, IL 60099				
Phone: (84) 623-3870				
Waste Management of IL Countryside Landfill				
31725 N Route 83				
Grayslake, IL 60030				
Phone: (847) 223-2722				

Waste Management of IL Laraway RDF 21101 W. Laraway Road Joliet, IL 60436 Phone: (815) 722-3468

Basis of Payment: This work will be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION DISPOSAL, which price shall include the disposal of the excavation from the Commonwealth Edison property as well as all disposal fees at a Commonwealth Edison approved landfill site.

EARTH EXCAVATION SOIL MANAGEMENT

This work shall consist of a Commonwealth Edison Contractor of Choice (COC) being retained by the Contractor to ensure all ComEd requirements for material disposal are adhered to including any disposal, soil management, soil testing, manifesting, ensuring all soil and materials are handled properly and are disposed only at a Commonwealth Edison approved facility. All contaminated materials shall be managed as either "uncontaminated soil" or nonspecial waste.

The Contractor	may	contract	with	any	of t	the	following	approved	ComEd	Contractors	of
Choice:											

Contractor	Contact
AECOM	Caroline Levenda
	Phone: (312) 697-7265
	Cell: (312) 802-2610
	caroline.levenda@aecom.com
Arcadis	Wei-Lin Feng
	Phone: (847) 805-1055
	Cell: (847) 902-1520
	Wei-Lin.Feng@arcadis-us.com
Stantec	Brian Bub
	Phone: (608) 839-2037
	Cell: (608) 469-9160
	Brian.Bub@stantec.com
EDI*	Erika Baker Rios
	Phone: (312) 345-1400 x138
	Cell: (215) 880-9081
	ebaker@envdesigni.com
GSG Consultants, Inc*	Ala Sassila
	Phone: (312) 733-6262
	Cell (312) 656-1475
	asassila@gsg-consultants.com

*MWBE

Basis of Payment: This work will be paid for at the contract unit price per LUMP SUM for EARTH EXCAVATION SOIL MANAGEMENT, which price shall be payment in full for all fully burdened abor cost, equipment, material, and incidental expenses necessary to complete the Health and Safety Plan, soil samples, soil analysis, soil disposal oversight and manifesting, project management, waste profile and reporting as directed by the Engineer or as described herein.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

<u>Qualifications</u>. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

<u>General.</u> This **Revised Special Provision** will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either "uncontaminated soil" or non-special waste. <u>This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances.</u> The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. <u>Phase I</u> <u>Preliminary Engineering information is available through the District's Environmental Studies Unit.</u> Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

Site 2450-11 (ComEd ROW)

- Station 15+50 to Station 17+50 0 to 60 feet LT/RT (ComEd ROW, PESA Site 2450-11, 4561-4599 West Touhy Avenue). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene, Lead and Manganese.
- All other areas of excavation within the Commonwealth Edison right-of-way to be managed according to the Special Provisions for EARTH EXCAVATION (SPECIAL), STRUCTURE EXCAVATION (SPECIAL), EARTH EXCAVATION DISPOSAL and EARTH EXCAVATION SOIL MANAGEMENT.

LIMESTONE SCREENING SURFACE, 4"

This item shall include all labor, material, and equipment necessary to furnish, install, grade, and compact limestone screenings 2' wide on the edge of the proposed path, and installation and removal of the temporary path, as indicated on the plans. The Contractor shall ensure that all gravel path slopes meet ADA requirements, both longitudinally and horizontally. The stone shall meet IDOT gradation FA-21.

Basis of Payment: This work shall be paid for at the contract unit price per SQUARE YARD for LIMESTONE SCREENING SURFACE, 4", which price shall include all labor, materials and equipment necessary to install the limestone screenings at locations shown on the plans or as directed by the Engineer. Payment also includes water for compaction, dust control measures, and removal of the temporary path.

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT

This work shall consist of removing the existing combination curb and gutter and replacement with Combination Curb and Gutter, Type B-6.12, in accordance with the Illinois Department of Transportation District 1 Detail, BD-24, included in the plans, and Sections 440 and 606 of the Standard Specifications.

Whenever new concrete abuts existing concrete, set a 1/2" thick pre-molded fiber expansion joint and 3/4" IDOT standard expansion anchor ties in accordance with the standard specifications. This includes concrete poured adjacent to existing sidewalks, curbs and buildings. The dowel bars should be 4" into existing concrete with 8" extending into new concrete. This work shall be included in the cost of COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT.

This item will be measured and paid for in accordance with Section 606 of the Standard Specifications.

DECORATIVE CONCRETE BAND

Description: This Section includes constructing Integral / Colored and Textured Decorative Concrete band, compacted aggregate base, and reinforcement needed as detailed in the plans. This work shall be in accordance with Section 311 and Section 424 of the Standard Specifications, unless otherwise noted below. PC Concrete shall meet requirement of Class SI concrete in accordance with Article 1020 of the Standard Specifications.

The Decorative Concrete Band shall be 30" wide and placed along the outside edge of the Touhy Avenue sidewalk to provide a buffer between the sidewalk and the landscaping material.

Submittals.

- 1. Submit samples as required showing colors, finishes and sealer.
- 2. Color Chart.
- 3. Product Data: For each type of product indicated.

4. Qualification Data: For Installer: Showing 3-5 years of similar experience with a portfolio of project experience showing a minimum of 2,000 square feet of concrete placement.

Materials:

Concrete

Coloring, Texture and Sealing Materials.

- 1. Decorative Concrete Band 4 inches Thick / Brick Red color
- 2. Fractured Slate texture and finish will be used for all surface texturing.
- 3. Slabs shall be sealed in accordance with the manufacture's recommendations.

Forms

- 1. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
- 2. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

Compacted Subgrade

The compacted subgrade material shall be in accordance with Section 311 of the Standard Specifications. The material shall meet the requirements of Subbase Granular Material, Type B as specified in Section 1004 of the Standard Specifications.

Reinforcement Bars

The reinforcement bars shall be epoxy coated and meet the requirements of Article 1006.10 of the Standard Specifications.

Fiber Reinforcement.

- 1. Synthetic Fiber: Per Section 606 of the Standard Specification, monofilament polypropylene fibers engineered and designed for use in decorative cement concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 3/4 inches long.
- 2. Products shall be on the Departments qualified product list.

Related Materials.

Expansion Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or approved foam expansion for radial joints

Concrete Mixtures.

1. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate.

2. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

Construction:

Preparation. Protect adjacent construction from discoloration and spillage during application of color hardeners, release agents, stains, curing compounds, and sealers.

Placing and Finishing.

Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than 1/2 hour, unless pavement terminates at isolation joints.

Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1 1/2 inches into concrete.

Expansion Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

- 1. Locate expansion joints where indicated on drawings. Where not indicated, use intervals of 50 feet.
- 2. Extend joint fillers full width and depth of joint.
- 3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
- 4. Place top of joint filler flush with finished concrete surface. Joint filler color to match adjacent concrete.
- 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
- 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

Score Joints: Place joints every 10 ft. Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness. Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4 inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

Concrete Placement

- 1. Prepare and place concrete in accordance with Section 424 of the Standard Specifications
- 2. Once placed, screed pavement surface with a straightedge and strike off.
- Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

Concrete Protection and Curing

- 1. Protect freshly placed concrete from premature drying and excessive cold or hot tempoeratures.
- 2. Begin curing after finishing concrete but not before free water has disappeared from surface.
- Curing and Sealing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

Repairs and Protection.

- 1. Remove and replace decorative cement concrete pavement that is broken, damaged, or does not comply with requirements in this Section in complete sections from joint to joint, unless otherwise approved by Engineer.
- 2. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- 3. Maintain decorative cement concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep decorative concrete pavement not more than 2 days before date scheduled for Substantial Completion inspections.

Method of Measurement: This work will be measured for payment in place per square foot.

Basis of Payment: This work will be paid at the contract unit price per square foot for DECORATIVE CONCRETE BAND. Payment for decorative Concrete Band will be full compensation for supplying and installing the concrete, base, forms, finish, color and all labor, equipment and materials necessary to complete the DECORATIVE CONCRETE BAND in place, per the plans and special provisions.

UNIT MASONRY

Description. This work shall consist of furnishing all labor, materials, tools, and equipment required to furnish and erect UNIT MASONRY as detailed on the Contract Plans. Work includes fasteners.

Section Includes:

- A. Clay face brick.
- B. Cast stone trim units.
- C. Mortar and grout.
- D. Ties and anchors.
- E. Embedded flashing.
- F. Miscellaneous masonry accessories.
- G. Related Requirements:
 - 1. Dovetail slots for masonry anchors installed in concrete.

Submittals

- A. Product Data: For each type of product.
- B. Shop Drawings: For the following:
 - 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
 - 2. Stone Trim Units: Show sizes, profiles, and locations of each stone trim unit required.
 - 3. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.
- C. Samples for Initial Selection:
 - 1. Clay face brick, in the form of straps of five or more bricks.
 - 2. Colored mortar.
 - 3. Weep holes/cavity vents.

Quality Assurance

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockups for each type of exposed unit masonry construction in sizes approximately 48 inches long by 36 inches high by full thickness, including accessories.
 - 2. Clean one-half of exposed faces of mockups with masonry cleaner as indicated.
 - 3. Protect accepted mockups from the elements with weather-resistant membrane.
 - Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
 - a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.

- b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
- 5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

Delivery, Storage, and Handling

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- C. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

Field Conditions

- A. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
- B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
 - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

Unit Masonry, General

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet vertically and horizontally of a walking surface.

Brick

Facing brick complying with ASTM C 216 or hollow brick complying with ASTM C 652, Class H40V (void areas between 25 and 40 percent of gross cross-sectional area).

- A. Grade: SW.
- B. Type: FBX or HBX.
- C. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
- D. Size (Actual Dimensions): 3-5/8 inches wide by 2-1/4 inches high by 11-5/8 inches long.
- E. Color: Match existing norman style brick at the Village of Lincolnwood, Village Hall located on 6900 Lincoln Ave, Lincolnwood IL. 60712.

Concrete Masonry Units (CMU)

- A. Clay Face Brick: Facing brick complying with ASTM C 216 or hollow brick complying with ASTM C 652, Class H40V (void areas between 25 and 40 percent of gross cross-sectional area).
 - 1. Size: Nominal face dimensions of 16" long x 8" high (15-5/8" x 7-5/8" actual), unless otherwise indicated.
 - 2. Special Shapes: Provide for lintels, corners, jambs, sash, control joints, headers, bonding and other special conditions.
 - 3. Provide bullnose block for outside corners, unless otherwise indicated.
 - 4. Integral Water Repellent: Provide units made with integral water repellent for interior and exterior units.
 - 5. Integral Water Repellent: Liquid polymeric, integral water-repellent admixture that does not reduce flexural bond strength. Units made with integral water repellent, when tested according to ASTM E 514 as a wall assembly made with mortar containing integral water-repellent manufacturer's mortar additive, with test period extended to 24 hours, shall show no visible water or leaks on the back of test specimen.

Cast-Stone Materials

- A. General: Comply with ASTM C 1364.
- B. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C 33/C 33M; gradation and colors as needed to produce required cast-stone textures and colors.
- C. Fine Aggregates: Natural sand or crushed stone complying with ASTM C 33/C 33M, gradation and colors as needed to produce required cast-stone textures and colors.
- D. Color Pigment: ASTM C 979/C 979M, synthetic mineral-oxide pigments or colored waterreducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.
- E. Admixtures: Use only admixtures specified or approved in writing by Architect.
 - 1. Do not use admixtures that contain more than 0.1 percent water-soluble chloride ions by mass of cementitious materials. Do not use admixtures containing calcium chloride.

- 2. Use only admixtures that are certified by manufacturer to be compatible with cement and other admixtures used.
- 3. Air-Entraining Admixture: ASTM C 260/C 260M. Add to mixes for units exposed to the exterior at manufacturer's prescribed rate to result in an air content of 4 to 6 percent, except do not add to zero-slump concrete mixes.
- 4. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
- 5. Water-Reducing, Retarding Admixture: ASTM C 494/C 494M, Type D.
- 6. Water-Reducing, Accelerating Admixture: ASTM C 494/C 494M, Type E.
- F. Reinforcement: Deformed steel bars complying with ASTM A 615/A 615M, Grade 60. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of cast-stone material.
 - 1. Epoxy Coating: ASTM A 775/A 775M.
- G. Embedded Anchors and Other Inserts: Fabricated from stainless steel complying with ASTM A 240/A 240M, ASTM A 276, or ASTM A 666, Type 304.

Cast-Stone Units

- A. Cast-Stone Units: Comply with ASTM C 1364.
 - 1. Units shall be manufactured using the wet-cast method.
 - 2. Units shall be resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666/C 666M, Procedure A, as modified by ASTM C 1364.
- B. Fabricate units with sharp arris and accurately reproduced details, with indicated texture on all exposed surfaces unless otherwise indicated.
 - 1. Slope exposed horizontal surfaces 1:12 to drain unless otherwise indicated.
 - 2. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
 - 3. Provide drips on projecting elements unless otherwise indicated.
 - 4. Include graphics as indicated on drawings for cast stone.
- C. Fabrication Tolerances:
 - 1. Variation in Cross Section: Do not vary from indicated dimensions by more than 1/8 inch.
 - 2. Variation in Length: Do not vary from indicated dimensions by more than 1/360 of the length of unit or 1/8 inch, whichever is greater, but in no case by more than 1/4 inch.
 - 3. Warp, Bow, and Twist: Not to exceed 1/360 of the length of unit or 1/8 inch, whichever is greater.
 - 4. Location of Grooves, False Joints, Holes, Anchorages, and Similar Features: Do not vary from indicated position by more than 1/8 inch on formed surfaces of units and 3/8 inch on unformed surfaces.
- D. Cure Units as Follows:
 - 1. Cure units in enclosed, moist curing room at 95 to 100 percent relative humidity and temperature of 100 deg F for 12 hours or 70 deg F for 16 hours.
- E. Acid etch units after curing to remove cement film from surfaces to be exposed to view.

F. Colors and Textures: Provide units with fine-grained texture and buff color resembling smooth-finished Indiana limestone.

Mortar and Grout Materials

- A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for coldweather construction. Provide natural color or white cement as required to produce mortar color indicated.
 - 1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Mortar Pigments: Natural and synthetic iron oxides, compounded for use in mortar mixes and complying with ASTM C 979/C 979M. Use only pigments with a record of satisfactory performance in masonry mortar.
- E. Colored Cement Products: Packaged blend made from portland cement and hydrated lime and mortar pigments, all complying with specified requirements, and containing no other ingredients.
 - 1. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
 - 2. Pigments shall not exceed 10 percent of portland cement by weight.
- F. Aggregate for Mortar: ASTM C 144.
 - 1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
 - 2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
 - 3. White-Mortar Aggregates: Natural white sand or crushed white stone.
 - 4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- G. Water: Potable.

Ties and Anchors

- A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 - 1. Stainless-Steel Wire: ASTM A 580/A 580M, Type 316.
 - 2. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 316.
 - 3. Stainless-Steel Bars: ASTM A 276 or ASTM A 666, Type 304.

- C. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 - 1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.109-inch-thick, stainless-steel sheet.
 - 2. Tie Section: Triangular-shaped wire tie made from 0.25-inch-diameter, stainlesssteel wire.

Embedded Flashing Materials

- A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
 - 1. Stainless Steel: ASTM A 240/A 240M or ASTM A 666, Type 304, 0.016 inch thick.
- B. Flexible Flashing: Use the following unless otherwise indicated:
 - 1. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.040 inch.
- C. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- D. Termination Bars for Flexible Flashing: Stainless steel bars 1/8 inch by 1 inch.

Miscellaneous Masonry Accessories

- A. Weep/Cavity Vent Products: Use the following unless otherwise indicated:
 - 1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch less than depth of outer wythe, in color selected from manufacturer's standard.
 - 2. Mesh Weep/Vent: Free-draining mesh; made from polyethylene strands, full height and width of head joint and depth 1/8 inch less than depth of outer wythe; in color selected from manufacturer's standard.
- B. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
 - 1. Configuration: Provide one of the following:
 - a. Strips, full depth of cavity and 10 inches high, with dovetail-shaped notches
 7 inches deep that prevent clogging with mortar droppings.
 - b. Strips, not less than 3/4 inch thick and 10 inches high, with dimpled surface designed to catch mortar droppings and prevent weep holes from clogging with mortar.
 - c. Sheets or strips, full depth of cavity and installed to full height of cavity.
 - d. Sheets or strips not less than 1 inch thick and installed to full height of cavity, with additional strips 4 inches high at weep holes and thick enough

to fill entire depth of cavity and prevent weep holes from clogging with mortar.

- C. Sealant and Backer Rod:
 - 1. Provide sealant and backer rod compatible with masonry materials at joints indicated on drawings and as required.

MASONRY CLEANERS

Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

Masonry Protection/Graffiti Barrier

- A. Proprietary mixture; for brick, and cast stone throughout.
- B. Manufacturers:
 - 1. Weather Seal Blok-Guard & Graffiti Control II by ProSoCo
 - 2. Sherwin-Williams, Non-Sacrifical Anti-Graffiti Coating
 - 3. Vandlguard, Non-Sacrifical Anti-Graffiti Coating

Mortar Mixes

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 - 1. Type N.
- D. Pigmented Mortar: Use colored cement product.
 - 1. Pigments shall not exceed 10 percent of portland cement by weight.

Examination

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
 - 2. Verify that foundations are within tolerances specified.
 - 3. Verify that reinforcing dowels are properly placed.
 - 4. Verify that substrates are free of substances that impair mortar bond.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

Installation, General

Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

Tolerances

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
 - 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
 - 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 - 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
 - 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
 - 3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
 - 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
 - 5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
 - 6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet or 1/2-inch maximum.

- 7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.
- C. Joints:
 - 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
 - 2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
 - 3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
 - 4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.
 - 5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

Laying Masonry Walls

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in bond pattern indicated on Drawings; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

Mortar Bedding and Jointing

- A. Lay hollow brick as follows:
 - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 - 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 - 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 - 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
 - 5. Fully bed units and fill cells with mortar at anchors and ties as needed to fully embed anchors and ties in mortar.
- B. Lay solid masonry units and hollow brick with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

- C. Set cast-stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.
 - 1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
 - 2. Wet joint surfaces thoroughly before applying mortar.
 - 3. Rake out mortar joints for pointing with sealant.
- D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

Anchored Masonry Veneers

- A. Anchor masonry veneers to concrete and masonry backup with masonry-veneer anchors to comply with the following requirements:
 - 1. Fasten anchors to concrete and masonry backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
 - 2. Space anchors as indicated, but not more than 18 inches o.c. vertically and 24 inches o.c. horizontally, with not less than one anchor for each 2 sq. ft. of wall area.

Flashing, Weep Holes, and Cavity Vents

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. Install flashing as follows unless otherwise indicated:
 - Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 - 2. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
- C. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.
 - 1. Use specified weep/cavity vent products to form weep holes.
 - 2. Space weep holes 24 inches o.c. unless otherwise indicated.
- D. Place cavity drainage material in airspace behind veneers to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.
- E. Install cavity vents in head joints in exterior wythes at spacing indicated. Use specified weep/cavity vent products to form cavity vents.

Repairing, Pointing, And Cleaning

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- C. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
 - 6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 - 7. Clean cast stone trim to comply with cast stone supplier's written instructions.

Masonry Waste Disposal

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Excess Masonry Waste: Remove excess clean masonry waste and legally dispose of off Commonwealth Edison property.

Basis of Payment. This work will be paid for at the contract lump sum price for all UNIT MASONRY work. This price shall include all labor, materials, fabrication, shop drawings, transportation, erection, tools, and all other appurtenant work necessary to complete this item.

CABLE RAIL SYSTEM

Description. This work shall consist of furnishing all labor, materials, tools, and equipment required to furnish and install the Cable Rail System as detailed on the Contract Plans.

Submittals.

- A. Product Data: For each type of product indicated, including each hardware element required and finishing materials and.
- B. Shop Drawings: Show fabrication and installation details for decorative metal.
 - 1. Include plans, elevations, component details, and attachments to other work.

Quality Assurance. Fabricator Qualifications: A firm experienced in producing cable rail systems similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

Project Conditions. Field Measurements: Verify actual locations of walls and other construction contiguous with decorative metal by field measurements before fabrication and indicate measurements on Shop Drawings.

Materials.

- A. Wire Rope and Fittings:
 - 1. Wire Rope: 1-by-19 wire rope made from wire complying with ASTM A 492, Type 316.
 - 2. Wire-Rope Fittings: Connectors of types indicated, fabricated from stainless steel, and with capability to sustain, without failure, a load equal to minimum breaking strength of wire rope with which they are used.
 - 3. Isolation Washers: Shall provide galvanic isolation. Approved material is nylon.

Fabrication. Make up wire-rope assemblies in the shop to field-measured dimensions with fittings machine swaged. Minimize amount of turnbuckle take-up used for dimensional adjustment so maximum amount is available for tensioning wire ropes. Tag wire-rope assemblies and fittings to identify installation locations and orientations for coordinated installation.

Finishes. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

Examination.

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of Cable Rail System.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

Installation.

A. Install cable railing system in accordance with manufacturer's instructions at locations indicated on the drawings.

- B. Install cable railing system plumb, level, square, and rigid.
- C. Anchor cable railing system to mounting surface as indicated on the drawings.
- D. Use manufacturer's supplied cable hardware.
- E. Terminate and tension cables in accordance with manufacturer's instructions.
- F. Tension cables to a minimum of 400 pounds (181.44 kilograms) each in sequence in accordance with manufacturer's instructions.
- G. Ensure cables are clean, parallel to each other, and without kinks or sags.
- H. Replace defective or damaged components as directed by Engineer.
- I. Repair damaged factory-applied finish as directed by Engineer.

Adjusting and Tensioning. Adjust cables and cable hardware as required to provide properly installed cable railing system as directed by Architect.

Cleaning and Protection. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

Method of Measurement. This work will not be measured for payment but included in the PEDESTRIAN TRUSS SUPERSTRUCTURE.

Basis of Payment. This work will not be paid for separately, but included in the cost of the PEDESTRIAN TRUSS SUPERSTRUCTURE. This cost shall include all labor, materials, fabrication, shop drawings, transportation, erection, tools, and all other appurtenant work necessary to complete this item.

PIPE HANDRAIL, SPECIAL

Description. This work shall consist of furnishing all labor, materials, tools, and equipment required to furnish and erect PIPE HANDRAIL, SPECIAL as detailed on the Contract Plans. Work includes fasteners.

Performance Requirements.

- A. Delegate Design: Design rails, including comprehensive engineering analysis by a Structural Engineer Licensed in the State of Illinois, using performance requirements and design criteria indicated.
- B. General: In engineering rails to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
 - 1. Stainless Steel: 60 percent of minimum yield strength.
- C. Structural Performance:
 - Hand Rails shall be designed to resist a simultaneous vertical and horizontal thrust of 50 lbs./ft. (pounds-force, per linear foot) applied at the top of the railing or a concentrated load of 200 lbs./ft. in any direction, whichever produces the greatest stress.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening

of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

Submittals.

- A. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- B. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.

Quality Assurance.

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 1. AWS D1.6, "Structural Welding Code Stainless Steel."
- B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockups as indicated on plans.

Metals, General.

Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

Stainless Steel.

- A. Tubing, ASTM A 554, Grade MT 316L or Pipe, ASTM A 312/A 312M, Grade TP 316L as required to meet performance and structural requirements.
- B. Sheet, Strip, Plate, and Flat Bar: ASTM A 666, Type 316L.
- C. Bars and Shapes: ASTM A 276, Type 316L.

Fasteners.

Fastener Materials: Unless otherwise indicated, provide the following:

A. Stainless-Steel: Type 316 stainless-steel fasteners.

Miscellaneous Materials.

Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

Fabrication.

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.

Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed welds to comply with the National Ornamental and Miscellaneous Metals Association's "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.
- I. Form changes in direction as follows:
 - 1. By bending.
- J. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- K. Close exposed ends of hollow railing members with welded end cap.

General Finish Requirements.

- A. Comply with the National Association of Architectural Metal Manufacturer's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.

Stainless-Steel Finishes.

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
 - 1. Run grain of directional finishes with long dimension of each piece.
- C. Satin, Reflective, Directional Polish: No. 7.

D. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

Installation, General.

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

Railing Connections.

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- C. Expansion Joints: Install expansion joints no further apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

Cleaning.

Clean stainless steel by washing thoroughly with clean water and soap, rinsing with clean water, and wiping dry.

Protection.

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

Method of Measurement. This work will be measured for payment in feet, along the top of the railing from end post to end post.

Basis of Payment for PIPE HANDRAIL, SPECIAL at PEDESTRIAN TRUSS SUPERSTRUCTURE

This work will not be paid for separately, but included in the cost for the PEDESTRIAN TRUSS SUPERSTRUCTURE. This cost shall include all labor, materials, fabrication, shop drawings, transportation, erection, tools, and all other appurtenant work necessary to complete this item.

Basis of Payment for PIPE HANDRAIL, SPECIAL at all other locations

This work will be paid for at the unit price per foot for PIPE HANDRAIL, SPECIAL as required for the DECORATIVE STEEL RAILING and attached to MSE retaining walls as shown in the plans. This cost shall include all labor, materials, fabrication, shop drawings, transportation, erection, tools, and all other appurtenant work necessary to complete this item.

DECORATIVE STEEL RAILING

Description. This work shall consist of furnishing all labor, materials, tools, and equipment required to furnish and erect DECORATIVE STEEL RAILING as detailed on the Contract Plans. Work includes fasteners.

Performance Requirements.

- A. Delegate Design: Design rails, including comprehensive engineering analysis by a Structural Engineer Licensed in the State of Illinois, using performance requirements and design criteria indicated.
- B. Structural Performance:
 - 1. Decorative Steel Railing shall be designed to resist a simultaneous vertical and horizontal thrust of 50 lbs./ft. (pounds-force, per linear foot) applied at the top of the railing or a concentrated load of 200 lbs./ft. in any direction, whichever produces the greatest stress.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

Submittals.

- A. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- B. Shop drawings and calculations to be signed and sealed by the Structural Engineer performing the design.

Quality Assurance.

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.6, "Structural Welding Code Stainless Steel."

B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 Build mockups as indicated on plans.

Metals, General.

Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

Steel.

- A. Tubing: ASTM A 500/A 500M (cold formed).
- B. Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- D. Woven-Wire Mesh: Intermediate-crimp, square pattern, 2-inch woven-wire mesh, made from 0.135-inch nominal diameter wire complying with ASTM A 510/A 510M.

Fasteners.

Fastener Materials: Unless otherwise indicated, provide the following:

A. Stainless-Steel: Type 316 stainless-steel fasteners.

Miscellaneous Materials.

Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

Fabrication.

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.

- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.
- I. Form changes in direction as follows:
 - 1. By bending.
- J. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- K. Close exposed ends of hollow railing members with welded end cap.

General Finish Requirements.

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.

Steel Finishes.

- A. Galvanized Railings:
 - 1. Hot-dip galvanize steel and iron railings, including hardware, after fabrication.
 - 2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
 - 3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
 - 4. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
 - 5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
 - 6. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
 - 7. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.
- B. Powder-Coat Finish: Prepare, treat, and coat galvanized metal to comply with resin manufacturer's written instructions and as follows:
 - 1. Prepare galvanized metal by thoroughly removing grease, dirt, oil, flux, and other foreign matter.
 - 2. Treat prepared metal with zinc-phosphate pretreatment, rinse, and seal surfaces.
 - 3. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils.

4. Color: Federal Standard "30076".

Installation, General.

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
 - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

Railing Connections.

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- C. Expansion Joints: Install expansion joints no further apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

Anchoring Posts

- A. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Leave anchorage joint exposed with 1/8-inch buildup, sloped away from post.

Cleaning.

Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

Protection.

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

Method of Measurement. This work will be measured for payment in feet in place along the top of the railing from center to center of end posts.

Basis of Payment. This work will be paid for at the contract unit price per foot for DECORATIVE STEEL RAILING. This price shall include all labor, materials, fabrication, shop drawings, transportation, erection, tools, and all other appurtenant work necessary to complete this item.

IRRIGATION SYSTEM SPECIAL

PART 1 - GENERAL

- 1.1 SUMMARY
 - A. This work shall consist of furnishing and installing landscape irrigation as shown on the Contract Drawings or as directed by the Engineer. This work shall include all material and labor required to install a complete functioning, automatic controlled irrigation system, including but not limited to connection to existing water main, sprinkler piping/sleeves, controller, sensor, backflow preventer, electric/manual valves, boxes, wiring, drip tubing, etc.
- 1.2 RELATED DOCUMENTS
 - A. Drawings
 - B. IDOT Standard Specifications for Road and Bridge Construction, Latest Edition
- 1.3 DEFINITIONS
 - A. Circuit Piping: Downstream from control valves to sprinklers and specialties. Piping is under pressure during flow.
 - B. Irrigation Main Piping: Downstream from point of connection to service line piping including control valves. Piping is under system pump pressure.
 - C. Supply Header: PVC pipe downstream of remote control valve with multiple connections to driplines.
 - D. Flush Header: PVC pipe with multiple connections to driplines that forms the end of a drip zone.
 - E. Drip Irrigation: Low-volume water delivery system utilizing in-line drip tubing, pressure-compensating emitters, low-volume sprays and bubblers or any combination of these products.
 - F. The following are industry abbreviations for plastic materials:
 - 1. ABS: Acrylonitrile-butadiene-styrene plastic.

- 2. FRP: Fiberglass-reinforced plastic.
- 3. PA: Polyamide (nylon) plastic.
- 4. PE: Polyethylene plastic.
- 5. PP: Polypropylene plastic.
- 6. PTFE: Polytetrafluoroethylene plastic.
- 7. PVC: Polyvinyl chloride plastic.
- 8. TFE: Tetrafluoroethylene plastic.
- 1.4 SYSTEM REQUIREMENTS
 - A. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs, light standards, utility boxes, planters and tree grates.
 - B. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties, unless otherwise indicated:
 - 1. Irrigation Main Piping: 200 psig
 - 2. Circuit Piping: 200 psig
- 1.5 SUBMITTALS
 - A. Product Data: Include pressure ratings, rated capacities, and settings of selected models for the following:
 - 1. Shut-off valves.
 - 2. Remote Control valves.
 - 3. Quick-couple valves
 - 4. General-duty valve boxes
 - 5. Control-valve boxes.
 - 6. Sprinkler specialties
 - 7. Drip specialties
 - 8. Controllers. Include wiring diagrams.
 - 9. Control wiring. Include splice kits
 - B. Coordination Drawings: Show piping and major system components. Indicate interface and spatial relationship between piping, system components, adjacent utilities, and proximate structures.
 - C. Field quality-control test reports.
 - 1. Pressure and flow test performed at point(s) of connection.
 - D. Operation and Maintenance Data: For irrigation systems, to include in emergency, operation, and maintenance manuals. Include data for the following:
 - 1. Automatic-control valves.
 - 2. Sprinklers and drip equipment.
 - 3. Controllers.
 - 4. Drip maintenance procedures.
 - 5. Winterization procedures

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Installer shall have five (5) years minimum experience on comparable irrigation system projects.
- 1.7 DELIVERY, STORAGE, AND HANDLING
 - A. Deliver semi-rigid piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
 - B. Deliver flexible piping in factory-assembled rolls. Maintain protective wrap or packaging through shipping, storage and handling.
 - C. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.
- 1.8 PROJECT CONDITIONS
 - A. Irrigation Contractor shall coordinate with other trades to ensure pre-construction protective measures have been taken to maintain system operation and integrity.
 - B. The irrigation system was designed utilizing the working pressure(s) shown on the Drawings. In the event the minimum pressures required on the Drawings cannot be provided, Irrigation Contractor shall notify the Engineer immediately upon discovery of the discrepancy.

1.9 COORDINATION

- A. General: Coordination is required between several trades to execute the design as shown on the Drawings.
 - 1. The irrigation system shall be supplied from a new irrigation controller from water mains located on the eastbound side of Touhy Ave. and shall be stubbed in the location(s) shown on the Drawings. Irrigation Contractor shall coordinate all points of connection and scheduling with the relevant trades.
 - 2. New controller shall be used as shown on the Drawings, and new control valves and associated wiring and addresses shall be incorporated into new controller. Irrigation Contractor shall ensure that all requirements for controller wire connections (both power and control) have been coordinated with the relevant trades.

1.10 WARRANTY

1. All components and equipment shall be warrantied per the manufacturer's reference.

PART 2 - PRODUCTS

- 2.1 WATER SERVICE CONNECTION
 - A. Connection to the water supply as shown on drawings. Contractor is to pressure tap existing water mains in strict accordance with the Village guidelines. Contractor to coordination location of service and stop valve locations.

- B. Backflow Preventers
 - 1. The backflow preventers shall the sized as noted on the plans and to be installed in an enclosure as shown on plans.
- C. Backflow Preventer Enclosure
 - 1. The backflow preventer enclosure shall be sized as noted on plans and shall be a solid aluminum enclosure, with factory powder coated paint finish.
- D. Domestic Water Service Box with Curb Stop
 - 1. The curb stop shall be sized as noted on the plans. Curb stops valve shall have the ability to drain.
- E. Corporation Stop Valve
 - 1. The corporation stop coupling shall be sized as noted on the plans with a quarter bend flared coupling.
- F. Water Meter
 - 1. Contractor to coordinate water meter with the Engineer.
- 2.2 PIPES, TUBES, AND FITTINGS
 - A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.
 - B. Hard Copper Tube: Type M (ASTM B 88M, Type C) water tube, drawn temper.
 - 1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
 - 2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end.
 - Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
 - C. PVC/HDPE, Pressure-Rated Pipe:
 - 1. Circuit Piping (all sizes): ASTM D 2241, PVC 1120 compound, SDR 21.
 - 2. Mainline Piping, 3" and smaller: ASTM D 2241, PVC 1120 compound, SDR 21.
 - 3. Sleeves (all sizes): ASTM D 1785, PVC 1120 compound, Schedule 80
 - D. PVC Socket fittings, Schedule 40, ASTM D 2467.
- 2.3 JOINING MATERIALS
 - A. Solvent Cement (PVC Piping):
 - 1. Primer and Solvent conforming to ASTM D2564-02
- 2.4 BALL VALVES
 - A. General: Cast brass quarter turn ball valve with handle and threaded ends conforming to ANSI Standard B 2.1. Size shall match pipeline.
 - B. Manufacturers:
 - 1. Matco-Norca 758 Series
 - 2. Watts
 - 3. Crane Valves

2.5 QUICK-COUPLE VALVES

- A. General: Factory-fabricated, brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, locking rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.
 - 1. Locking-Top Option: Vandal-resistant, locking feature. Include two matching keys.
 - 2. Manufacturers:
 - a. Hunter Industries HQ Series
 - b. Rain Bird 44 Series
- 2.6 GENERAL-DUTY VALVE BOXES
 - A. Application: Shut-off Valves, Quick Couple Valves, Splice Boxes, Drip Flush Valves, Drip Zone Kits.
 - B. Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service.
 - 1. Shape: Rectangular
 - 2. Sidewall Material: Polymer concrete
 - 3. Cover Material: Polymer concrete, green in color in landscape; grey/concrete color in concrete; or standard color to match brick
 - 4. Cover Tier Rating: 8
 - 5. Manufacturers:
 - a. Plymouth Products Inc.
 - b. Quazite, MMFG Pavers
 - c. Applied Engineering Products
 - d. Carson Industries, Inc.
 - e. Ametek
 - f. Synertech
 - C. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4-inch minimum to 1-inch maximum.
- 2.7 REMOTE CONTROL VALVE BOXES
 - A. Application: Manual Isolation Valves in Landscaping
 - B. Plastic Control-Valve Boxes for Remote Control Valves: Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service.
 - 1. Shape: Round.
 - 2. Sidewall Material: Polymer concrete
 - 3. Cover Material: Polymer concrete green in color in landscape; grey/concrete color in concrete; or standard color to match brick
 - 4. Cover Tier Rating: 8

- 5. Manufacturers:
 - a. Plymouth Products Inc.
 - b. Quazite, MMFG Pavers
 - c. Applied Engineering Products
 - d. Carson Industries, Inc.
 - e. Ametek
 - f. Synertech
- C. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4-inch minimum to 1-inch maximum.
- 2.8 SPRINKLERS
 - A. The sprinkler shall be of the gear-driven, rotary type, capable of covering an 18-foot radius at 50 PSI with a discharge rate of 0.5 GPM. The sprinkler shall have radius adjustment capabilities by means of a stainless-steel nozzle retainer/radius adjustment screw. The sprinkler shall have a feature that will enable the user to stop the water flow through an individual sprinkler head.
 - B. The sprinkler shall be both full-circle and adjustable part-circle operation in a single unit. The sprinkler shall be minutely adjustable from 50° to 360°. It shall be adjustable in all phases of installation (i.e., before installation, after installation while static, and after installation while in operation). The sprinkler shall be equipped with a self-adjusting stator to ensure constant rotation speed regardless of nozzle installed.
 - C. The sprinkler shall have a non-strippable drive mechanism that allows the nozzle turret to be turned during operation, without damage. It shall also have an automatic arc return feature that returns the nozzle turret to its proper orientation if it is turned outside its intended arc of coverage.
 - D. The sprinkler shall be a 4-inch (10cm) pop-up. The sprinkler shall have a rubber cover firmly attached to the top of the sprinkler riser. The sprinkler shall be equipped with a drain check valve to prevent low head drainage, and be capable of checking up to 10 feet (3.0 m) in elevation change. The sprinkler shall have an exposed surface diameter after installation of 1-3/4 inches (4 cm).
 - E. The unit shall have a 3/4-inch Female National Pipe Thread (FNPT) inlet. The sprinkler shall be serviceable after installation in the field by unscrewing the body cap, removing the riser assembly, and extracting the inlet filter screen.
 - F. The body and riser of the sprinkler shall be constructed of corrosion resistant, impact resistant, heavy-duty A.B.S. It shall have a stainless steel spring for positive retraction of the riser when irrigation is complete. The sprinkler shall carry a five-year, exchange warranty (not prorated).
 - G. Manufacturers:
 - 1. Hunter Industries Model I-20 Series
 - 2. Rain Bird Model 3500 Series

2.9 TRIPLE SWING JOINT ASSEMBLIES

- A. Triple swing joint assemblies shall be manufactured of rigid PVC, Type 1, Cell classification 12454-B per ASTM D1784 with NPT threads and pipe sockets per ASTM D2464 and D2466, respectively. Each rotating joint shall be sealed with Buna rubber O-ring, installed pre-compressed in a sealing groove free of parting lines to prevent leakage. Modified stub ACME threads shall have specially engineered diameters and clearances to allow full circle movement in 360 degrees.
- B. Manufacturers:
 - 1. Hunter Industries Model SJ
 - 2. Rain Bird Model TSJ
- 2.10 DRIP SPECIALTIES
 - A. Drip Control Zone Kit:
 - 1. Factory assembled kit for controlling low-flow irrigation zones comprised of the following components:
 - a. Low-flow remote control valve with external bleed and internal bleed for manual operation.
 - b. Pressure regulator with plastic body capable of maintaining outlet pressure of 40 psi
 - c. Filtration provided by inline Y filter of heavy-duty glass-filled nylon material with 150-mesh filter screen (factory-installed)
 - 2. Manufacturers:
 - a. Hunter Industries Model ICZ
 - b. Rain Bird Model Model XCZ
 - B. Landscape Dripline
 - 1. Flexible PE tubing with pre-installed pressure-compensating emitters with dual outlet ports, 0.49 inch inside diameter. Flow rate shall be 1.0 gallons-per-hour.
 - 2. Manufacturers:
 - a. Hunter Industries Model PLD
 - b. Rain Bird Model XFD
 - C. Dripline Supply Tubing
 - 1. Flexible PE tubing, 5/8-inch (ID controlled). Fittings shall be 5/8-inch lock-type fittings specified below.
 - 2. Manufacturers:
 - a. Hunter Industries ProFlex
 - b. Rain Bird Model SPX
 - D. Lock-type Fittings
 - 1. UV-resistant ABS fittings with locking external ring for making dripline connections.
 - 2. Manufacturers:
 - a. Hunter Industries HSBE
 - b. Rain Bird BF

- E. Air/Vacuum Relief Valve
 - 1. Plastic housing with rustproof materials designed for use with dripline tubing.
 - 2. Manufacturers:
 - a. Hunter Industries
 - b. Rain Bird
- F. Flush Cap
 - 1. Locking compression fitting with screw-on type cap.
 - 2. Manufacturers:
 - a. Hunter Industries
 - b. Rain Bird

2.11 AUTOMATIC-CONTROL SYSTEM

- A. The controller shall be of a modular design with a standard 6-station model. The controller shall have a 48 station decoder output module.
- B. The decoder output module shall occupy no more than 3 expansion slots, and may coexist with up to 2 6-station modules in the plastic enclosure, or 4 6-station modules in the metal enclosure.
- C. The removable station modules shall allow servicing of, and removing of the module(s) without removing field wires from the controller.
- D. The controller shall have four independent programs (A, B, C, and D) with 8 start times per program for programs A, B, and C; and 16 start times for program D for a total of up to 40 daily start times. Any two programs shall have the capability of running concurrently. Watering times shall be available from 1 minute to 12 hours in 1-minute increments per station. There shall be a programmable delay between stations available of up to 9 hours. The controller shall have 4 weekly schedule options to choose from: 7-day calendar, 31-day calendar, odd day programming and even day programming. It shall also have a 365-day calendar clock to accommodate true odd-even watering. Operation shall be available in automatic, semi-automatic and manual modes. All programming shall be accomplished by use of a programming dial and selection buttons with user feedback provided by a backlit LCD display. The front panel of the controller shall be removable and capable of being programmed when not attached to the controller cabinet.
- E. The controller shall be equipped with a rain sensor on-off switch that allows the user to override a sensor that has suspended watering. The controller shall have a programmable rain delay that turns off the controller for a predetermined period of time, from 1 to 180 days.
- F. The controller shall have a cycle and soak scheduling capability by station that allows a cycle to be programmed for up to 60 minutes and a soak period to be programmed for up to 120 minutes.
- G. The controller shall have a seasonal adjustment feature with 3 different modes that allows station run times to be altered from 0% to 300% by program to compensate for weather changes. The modes shall include a Global Adjust, and Monthly Adjust. The Global Adjust shall increase the station run times in a given program by a fixed percentage. The Monthly Adjust shall allow all the seasonal adjustment values for the full year to be programmed into the controller, for each program.

- H. The controller shall be capable of monitoring up to two sensors or flow sensors in the plastic configuration, and up to 3 sensors or flow sensors in the metal configuration.
- I. The controller shall permit connection of a flow meter which is calibrated by the operator for the pipe diameter in which it is installed. The flow meter shall measure actual flow in gallons or liters. The controller shall have a learning mode in which the controller operates each single station for a short period, learns the actual flow for each station, and stores the information internally by station.
- J. When the learned flow is exceeded during normal operations the controller shall record a flow alarm event, cease irrigating the station or stations contributing to the high or low flow readings, and resume irrigation with any stations which do not cause alarms. The controller shall have the ability to determine high or low flow conditions when multiple stations are operating, and shall perform diagnostics to identify stations which contribute to the problem flow. Allowable limits and duration of incorrect flow shall be preset, but reprogrammable by the operator for unique local conditions. The flow meter shall be an appropriately sized FCT fitting. It shall also be possible to except certain stations from flow monitoring devices. The controller shall also be equipped with a flow-totalizing function that will provide a running total of all the gallons or liters of water used between two reference dates.
- K. Automatic programs shall have user-programmed Non-Water windows to except certain time windows from watering, regardless of the water day schedule.
- L. Automatic programs shall also permit the designation of non-water days, even when Odd/Even or Interval Day patterns have been set. Non-water window violations shall be detected and the operator shall be alerted when an irrigation program would have run during a non-water window.
- M. The controller shall also save an Easy Retrieve Program which stores all original programming settings. The installing contractor shall be able to restore the system to this saved state at any time after initial installation. The stored Easy Retrieve settings may also be updated at any time by the operator.
- N. The controller shall have a one-button manual station advance in Test mode for quick diagnostics checks.
- O. The controller shall be equipped with a programmable pump start/master valve circuit that can activate the pump start relay by zone. It shall also have a programmable delay between valve stations. Delays between stations shall be programmable up to a maximum of 10 hours.
- P. Transformer input shall be 120/240 VAC, 50/60Hz. Transformer output shall be 24 VAC, 1.5A (40VA). All AC power wiring connections shall be made in an internal junction box. Maximum output per conventional station shall be 24 VAC, 0.56A. Program backup shall be provided by a non-volatile memory circuit that will hold the program information indefinitely. The controller shall have Metal Oxide Varistors (MOVs) on the AC power input portion and the secondary output portion to help protect the micro-circuitry from power surges. The secondary MOVs shall be enclosed in the station modules for easy servicing. There shall be self-diagnostic, electronic short circuit protection that detects a faulty circuit, continues watering the remainder of the program, and reports the faulty station on the display. The diagnostic procedure shall also be capable of being initiated by the user manually. The controller shall

provide backup timekeeping in the event of a power outage with the use of an internal long-life lithium battery.

- Q. The controller shall have a diagnostic feature that provides a visual indication via LED lights that show the current status of sensor activity, station activity and flow activity. Any station or flow alarms shall be report on the LCD display.
- R. The controller shall have as an option, the ROAM or ICR remote control package that enables remote operation of the controller. Connection of remotes to the controller shall be provided through factory-installed outlet.
- S. The controller shall have a multi-language capability that allows programming of the display in 6 different languages: English, French, Spanish, German, Italian, and Portuguese. It shall also be capable of setting the units of measure to either English (GPM) or Metric (LPM)
- T. The controller shall be installed in accordance with the manufacturer's published instructions. The controller shall carry a conditional five-year exchange warranty.
- U. Interior Control Enclosures: NEMA 3R with key-locking cover and two matching keys.
 - 1. Material: Molded plastic.
 - 2. Mounting: Surface type for wall mounting.
 - 3. Features:
 - a. Internal wiring junction box
 - b. Removable, battery-programmable panel
- V. Manufacturers:
 - 1. Hunter Industries Model I-Core
 - 2. Rain Bird Model ESP-LXME

2.12 DECODERS

- A. Decoder Output Module
 - 1. The decoder output module shall include its own user interface dedicated to decoder programming and diagnostics, including a backlit LCD display and navigational buttons. The decoder output module shall fit into 3 of the slots that accommodate conventional station output modules. The decoder output module shall co-exist with conventional station output modules, so that a hybrid system of conventional solenoid wiring and two-wire decoder wiring is possible in the same controller.
 - 2. The decoder output module shall include a Programming Port for field programming of decoder station addresses via the decoder wires. Decoder programming shall not require the use of serial numbers or external devices.
 - 3. The decoder output module shall offer 3 separate two-wire paths to the field. Up to 48 decoder stations may be on any one path, or dispersed over 2 or 3 paths.
 - 4. The decoder output module shall display active stations by number, and shall also be able to display current draw in milliamps on the two-wire paths at any time, without disruption to running irrigation. The decoder output module

shall detect and display Line Open and Line Fault conditions on the two wire path.

- 5. The decoder output module shall use a current sensing logic to determine whether active stations are drawing sufficient current and shall provide alarm notification when either an underdraw or overdraw situation is detected.
- 6. The decoder output module shall provide a solenoid finder feature, which chatters a solenoid loudly, for location purposes.
- B. Decoders
 - 1. The decoders shall be completely waterproof. Each decoder shall have a single red and a single blue wire, for connection to the color-coded two-wire path. Each decoder shall include 2 waterproof connectors, UL listed to 600V direct burial, to insure proper connection.
 - 2. The decoders shall be available in a single-station configuration, and a twostation configuration. The individual station outputs shall also be color-coded to insure proper connection.
 - 3. Each decoder station output shall be capable of activating a minimum of 2 typical 24VAC irrigation solenoids. Individual solenoid specifications should be referenced for any difficulties with decoder operations (such as solenoids containing extra components for surge protection).
 - 4. Decoders shall be installed within 100 ft/30 m of the solenoids they are intended to operate. In high lightning areas, the use of webbed wire pairs for decoder-to-solenoid connections is highly recommended.
 - 5. All decoder installations shall be made in appropriately sized valve boxes. At each decoder splice, approximately 5 ft/1.5 m of wire slack shall be provided, looped inside each valve box, to prevent strain on the connection over time.
 - 6. The system shall accommodate up to 48 decoder stations in any combination of single or two-station decoders.
 - 7. All decoder stations shall be compatible with license-free wireless remote control.
- C. Manufacturers
 - 1. Hunter Industries DUAL Series
 - 2. Rain Bird

2.13 RAIN SENSOR

- A. General: Rain sensor with adjustable rainfall settings.
 - 1. Adjustable rainfall settings from 1/8-inch to 3/4-inch, selected by turning sensor body.
 - 2. Manufacturers:
 - a. Hunter Industries Solar Sync
 - b. Rain Bird RSD

2.14 AUTOMATIC CONTROL SYSTEM WIRE

- A. General: Two conductor solid-copper twisted pair cable with overall jacket of PE insulation; installed in **1**" **Schedule 40 PVC conduit** in the same trench as the irrigation piping mainline.
 - 1. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between controller and decoders; color coded per the following:
 - a. Control Cable Red and Blue- with Gray outer jacket
 - b. Spare Control Cable Red and Blue- with Orange outer jacket
 - 2. Manufacturers:
 - a. Paige Electric
 - b. Regency Wire and Cable
 - c. TEK Wire and Cable
 - d. Hunter Industries

2.15 WIRE SPLICES

- A. Single unit consisting of conductive lug with swing-type closure. Wire paths shall be filled with grease and upon closing the connector a completely enclosed and mechanically sound splice shall be made.
 - 1. Manufacturers:
 - a. 3M
 - b. Burndy
 - c. DSG Canusa
- B. ALTERNATE Splice kit conforming to the following requirements:
 - 1. Factory packaged kit consisting of wire nut and grease-filled tube. Kit shall provide moisture and mechanical protection to the completed splice.
 - 2. Manufacturers
 - a. 3M Corporation 'DBY-6'
 - b. Burndy
 - c. DSG Canusa

2.16 ELECTRIC REMOTE CONTROL VALVES

- A. General: The valve shall be a normally closed, electronically-actuated, diaphragmoperated, remote-control valve. The valve will be capable of operating between 20 and 100 PSI with a flow range of between 0.10 and 300 GPM (m3/hr; l/m). Pressure loss shall be 3.0 PSI (bars; kPa) maximum at 15 GPM (m3/hr; l/m).
- B. The valve shall be available in a globe configuration with 1-,1-1/2- or 2-inch Female National Pipe Thread (FNPT) inlet and outlet. The valve shall be equipped with a flow control mechanism with removable handle that will regulate flow from full on to completely off.
- C. The body and bonnet shall be molded of non-corrodible, glass-reinforced nylon, rated to 220 PSI (15 bars, 1500 kPa). The body of the valve shall have brass inserts, with through-holes, which will accept the bonnet bolts. The bonnet bolts shall be serviceable with a slotted screwdriver, Phillips screwdriver, or a hex wrench, and shall

be held captive in the bonnet when the bonnet is removed from the valve body. The diaphragm assembly shall be of molded construction, reinforced with nylon fabric and have a thermoplastic elastomer seating material. The valve shall be equipped with an internal filter as well as a self-cleaning metering rod, so only clean water can enter the solenoid chamber. A filter cleaning system that cleans a stainless steel filter each time the valve opens and closes shall be provided. All metal parts internal to the valve shall be manufactured from corrosion-resistant stainless steel.

- D. The valve shall be provided with an adjustable pressure regulating device with a calibrated dial for setting of the outlet pressure. (The regulator shall be capable of adjusting the outlet pressure from between 20 and 100 PSI (1.4 to 7.0 bars; 138 to 689 kPa) when inlet pressure is 15 PSI (1.0 bars; 103 kPa) or greater than regulated outlet pressure.) The regulated downstream pressure shall remain constant regardless of variations in upstream pressure. The regulation shall be maintained when valve is manually operated with use of internal bleed valve. The regulator should be capable of regulating upstream pressures from 35 psi to 220 psi.
- E. The standard solenoid shall be a 24 VAC unit with a 370mA inrush current and 190mA holding current at 60 cycles and a 475 mA inrush current and 230 mA holding current at 50 cycles. When specified, the unit shall be equipped with a DC latching solenoid for use with battery-operated controllers. The solenoid shall be an encapsulated, one-piece unit with captive plunger. It shall be equipped with manual internal bleed capability to release the upper chamber water to the downstream piping, allowing the valve to open.
- F. The valve shall carry a five-year, exchange warranty (not prorated).
- G. Manufacturers
 - 1. Hunter Industries Model ICV
 - 2. Rain Bird Model PEB
- 2.17 VALVE IDENTIFICATION TAGS
 - A. Pre-printed plastic tags with minimum text height of 1", capable of being attached to valve stem or valve wire within valve box.
 - B. Manufacturers
 - 1. Christy's

PART 3 - EXECUTION

- 3.1 GENERAL
 - A. Install piping and wiring under sidewalks, roadways, parking lots, and railroads as shown on the Drawings.
 - 1. Install piping by boring or jacking under existing paving if possible. Where boring or jacking is not feasible, cutting and patching operations will conform to relevant Division One requirements.
 - B. Provide minimum cover over top of underground piping according to the following:
 - 1. Irrigation Main Piping: Minimum depth of 30 inches below finished grade
 - 2. Circuit Piping (including drip headers): 24 inches
 - 3. Sleeves: 24 inches

3.2 PREPARATION

- A. Stake layout of system in the field, utilizing appropriate materials and notify Engineer to obtain approval prior to beginning installation activities.
 - 1. Notify Engineer 48 hours prior to desired on-site review. Engineer will provide review within the 48-hour time period.

3.3 POINT OF CONNECTION

A. Construct connection to stubbed supply lines (provided by others) using appropriate fittings for metallic to plastic piping.

3.4 PIPING APPLICATIONS

- A. Install components having pressure rating equal to or greater than system operating pressure.
- B. Underground Irrigation Main Piping: Use the following piping materials for each size range:
 - 1. NPS 3" and Smaller: SDR 21, HDPE, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- C. Circuit Piping: Use the following piping materials for each size range:
 - 1. NPS 2" and Smaller: SDR 21, HDPE, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- D. Swing Assemblies: Install appropriate swing assemblies as required by the Drawings and Part 2 above.
- E. Sleeves: Rigid Galvanized Steel pipe and socket fittings; and solvent-cemented joints.
- F. Transition Fittings: Use transition fittings for plastic-to-metal pipe connections according to the following:
 - 1. Couplings:
 - a. Underground Piping NPS 1-1/2" and Smaller: Manufactured fitting or coupling.
 - b. Underground Piping NPS 2" and Larger: AWWA transition coupling.
 - 2. Fittings:
 - a. Aboveground Piping: Plastic-to-metal transition fittings.
 - b. Underground Piping: Union with plastic end of same material as plastic piping.

3.5 VALVE APPLICATIONS

- A. Remote Control Valves:
 - 1. NPS 2" and Smaller: Plastic automatic control valve.
- B. Shut-off Valves:
 - 1. NPS 2" and Smaller: Brass NRS Ball Valve
- 3.6 PIPING INSTALLATION
 - A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.

- B. Install piping free of sags and bends.
- C. Install groups of pipes parallel to each other and spaced to permit valve servicing.
- D. Install fittings for changes in direction and branch connections.
- E. Install underground thermoplastic piping according to ASTM D 2774
- F. Install PVC piping in dry weather when temperature is above 40 deg F 5 deg C. Allow joints to cure at least 24 hours at temperatures above 40 deg F 5 deg C before testing unless otherwise recommended by manufacturer.
- 3.7 JOINT CONSTRUCTION
 - A. Construct solvent-weld joints per ASTM D2855
- 3.8 VALVE INSTALLATION
 - A. Control Valves: Install in rectangular control-valve box per the Drawings.
 - B. Quick Couple Valves: Install in valve box per the Drawings.
 - C. Shut-off Valves: Install in valve box per the Drawings.
- 3.9 DRIPLINE INSTALLATION
 - A. Following final grading or fill operations, install dripline as indicated on the drawings. Parallel lines shall be spaced per the Drawings with the emitters 'staggered' to provide even coverage of the irrigated area.
 - B. Install stainless steel stakes at 36-inch intervals to secure the dripline to the finished grade.
 - C. Construct supply and flush headers of PVC pipe as shown on the Drawings and make connection to dripline tubing with appropriate compression fittings.
 - D. Install Air/Vacuum relief kit at the highest point of the dripline zone as indicated on the Drawings.
 - E. Install flush cap at the lowest point of the dripline zone as indicated on the Drawings.

3.10 AUTOMATIC-CONTROL SYSTEM INSTALLATION

- A. Install controllers as indicated on Drawings.
- B. Install control cable in same trench as irrigation piping as indicated on Drawings. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas if irrigation piping is installed in sleeve.
- C. Pull control cables through provided conduit to controller location and make final connections per the manufacturer's recommendations.
- 3.11 CONNECTIONS
 - A. Drawings indicate general arrangement of piping, fittings, and specialties.
 - B. Make all electrical connections in conformance with local code requirements. Provide waterproof connectors for all underground electrical connections.
 - C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- 3.12 LABELING AND IDENTIFYING
 - A. Provide valve tags at each remote control valve as indicated on the Drawings.

3.13 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. Hydrostatic Test: After installation, charge system with pressurized air to 100 psi. System will be able to maintain pressure with no more than 5 psi loss in one hour. Engineer must be in attendance during test. Provide a minimum of 48 hours notice prior to scheduled test.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace faulty/malfunctioning system components and retest as specified above until the requirements are met.

3.14 STARTUP SERVICE

- A. Verify that controllers are installed and connected according to the Contract Documents.
- B. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements.
- C. Complete startup checks according to manufacturer's written instructions.

3.15 ADJUSTING

- A. Adjust settings of controllers and provide initial watering schedule per Owner's requirements.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Adjust valve boxes so they will be flush with finished grade.
- 3.16 CLEANING
 - A. Flush dirt and debris from piping before installing sprinklers and other devices.
- 3.17 DEMONSTRATION
 - A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain controller and automatic control valves.
 - B. Schedule a complete demonstration and system walk-through with the Owner and Engineer. Final Payment will not be made until all items noted during demonstration and walk-through have been made by Contractor and verified by Owner's staff.

3.18 DOCUMENTATION

- A. Provide a complete operations and maintenance manual to the Engineer in a threering binder with the following items, separated by tabbed dividers for clear organization.
 - 1. Provide a label on the spine of the binder clearly stating "IRRIGATION SYSTEM OPERATION AND MAINTENANCE".
 - 2. Table of Contents

- 3. Cut-sheets or manufacturer's data for all installed equipment including:
 - a. Remote Control Valves
 - b. Ball Valves
 - c. Landscape Dripline
 - d. Dripline accessories (filters, valves, pressure regulators, etc.)
 - e. Controller
 - f. Rain Sensor
 - g. Backflow Preventer
 - h. Water Meter
 - i. Enclosure
- 4. Operations Data from manufacturers documenting diagnostic, repair and replacement procedures for all items "a" through "f" identified above.
- 5. Complete description of spring start-up operations including:
 - a. Valve inspection
 - b. Controller programming guidelines for spring, summer and fall watering schedules. Guidelines shall be based on historical EVT rates for the Chicago area.
 - c. Controller battery replacement
 - d. Drip zone filter inspection and replacement
 - e. Drip zone back-flushing operations
- 6. Complete description of fall shut-down operations including:
 - a. Blow-out procedures for irrigation system
 - b. Drain-down procedures for irrigation system
 - c. Controller shut-down procedures
- B. Provide an as-built drawing at the same size and scale as the design drawings on reproducible vellum or Mylar with the following information clearly shown:
 - 1. Location of all sleeves with dimensions to site elements
 - 2. Location of mainline and lateral pipe runs with sizes clearly indicated
 - 3. Location of all valves
 - 4. Location of controllers and rain/freeze sensor
 - 5. Utilize standard industry symbols and notations for all equipment.
- C. Provide a copy of the Maintenance/Operations Manual and As-Built Drawing to the Engineer for review and approval.
 - 1. Contractor shall make all revisions noted and required by the Engineer.
 - 2. Contractor is required to demonstrate completion of all revisions, which may include providing a revised copy for additional review at the discretion of the Engineer.
- D. Maintenance/Operations Manual and As-Built Drawing shall be completed and turned over to the Owner before Final Payment will be made to the Contractor.

3.19 FALL SHUTDOWN & SPRING START-UP

A. Contractor shall perform fall shutdown and spring start-up at no extra charge during the warranty period.

PART 4 - MEASUREMENT AND PAYMENT

The work shall be paid for at the contract lump sum price for IRRIGATION SYSTEM, SPECIAL which shall be payment in full for all work listed herein and as directed by the Engineer.

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.

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: April 1, 2016

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."

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	
(d) Mineral Filler	
(e) Hydrated Lime	
(f) Slaked Quicklime (Note 1)	

(g) Performance Graded Asphalt Binder (Note 2) 1032

- (h) Fibers (Note 3)
- (i) Warm Mix Asphalt (WMA) Technologies (Note 4)

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

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a fulldepth 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:

	High E	ISAL, N	IIXTURI	E COMF	POSITI	ON (% P	PASSIN	G) ^{1/}		
Sieve	IL-19.	0 mm	SM	A4/	SM	A 4/	IL-9.5	mm	IL-4.7	5 mm
Size			IL-12.		IL-9.8	5 mm				
	min	max	min	max	min	max	min	max	min	max
1 1/2 in										
(37.5 mm)										
1 in.										
(25 mm)		100								
3/4 in.		400		100						
(19 mm)	90	100								
1/2 in.	75	89	80	100		100		100		100
(12.5 mm)	75	09					I	100		
3/8 in.				65	90	100	90	100		100
(9.5 mm)							90	100		
#4	40	60	20	30	36	50	34	69	90	100
(4.75 mm)	40						34	09		
#8	20	42	16	24 ^{5/}	16	325/	34 6/	52 ^{2/}	70	90
(2.36 mm)	20	76					94	Ψ L		
#16	15	30					10	32	50	65
(1.18 mm)	15	30						52		
#30		1	12	16	12	18				
(600 µm)										
#50	6	15		1			4	15	15	30
(300 µm)	, o						4			
#100	4	9	1			1	3	10	10	18
(150 µm)	4	8				1		10		
#200	5	6	7.0	9.0 3/	7.5	9.5 ^{3/}	4	6	7	9 3
(75 µm)	3						4	0		
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

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

1/ Based on percent of total aggregate weight.

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

- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 µm) sieve shall be ≤ 3 percent.
- 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 in the Mineral AggregateVoids Filled(VMA),with Asphalt% minimum(VFA),					
Ndesign	IL-19.0	IL-9.5	IL-4.75 ^{1/}	%	
50			18.5	65 – 78 ^{2/}	
70 90	13.5	65 - 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				
	SM	Q 1/		
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %	
80 ^{4/}	3.5	17.0 ^{2/} 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.

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

Illinois Modified AASHTO T 324 Requirements ^{1/}

- 1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.
- Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.

For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)." <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 with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

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."

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

Effective: November 1, 2012 Revise: April 1, 2017

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

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

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

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

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

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

workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

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

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

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

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

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

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

1031.04 Evaluation of Tests. Evaluation of 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%

· · · · · · · · · · · · · · · · · · ·		
	0.020	
Gmm	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, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant 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 Bureau of Materials and Physical Research 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/	Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified ^{3/}
30L	50	40	30
50	40	35	30
70	40	30	30

Max Asphalt Binder Replacement for FRAP with RAS Combination

90	40	30	30
4.75 mm N-50			40
SMA N-80			30

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

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

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production

of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.
 - (1) Dryer Drum Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
 - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
 - j. Accumulated mixture tonnage.
 - k. Dust Removed (accumulated to the nearest 0.1 ton (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 Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 μm) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

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 Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination ^{5/6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}

Use	Mixture	Aggregates Allowed	
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed Sto Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	one ^{2/}
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed State Limestone) ^{2/} Crystalline Crushed State Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/} Other Combinations All Up to 25% Limestone 50% Limestone	one (other than one
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Co Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone. Other Combinations A Up to	ombination ^{5/6/} :

Use	Mixture	Aggregates Allowed		
		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	
HMA	F Surface	Allowed Alone or in Combination 5/ 6/:		
High ESAL	IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed S Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.		
		Other Combinations A	llowed:	
		Up to	With	
		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."

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 pre-apprenticeship training programs 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, disadvantaged 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-recipients, 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 Provision 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 of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker 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 (one). 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 successfully completed a training course leading to journeyman status or 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 the steps that it has taken in pursuance thereof, prior to a determination as to 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.





Route	Marked Route	Section
		12-00059-00-BR
Project Number	County	Contract Number
CMM-4003(024)	Cook	61D97

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

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

Print Name	Title	Agency
Andrew Letson	Director of Public Works	Village of Lincolnwood
Signature		Date
Andre Seton		May 1, 2017

I. Site Description

- A. Provide a description of the project location (include latitude and longitude):
 Lincolnwood Valley Line Trail over Touhy Avenue approximately 1,950 feet east of Interstate 94.
 Latitude: 87°44'35.16"W, Longitude: 42°00'42.61"N
- B. Provide a description of the construction activity which is subject of this plan:
 Hot Mix Asphalt Bike Path and Bridge Construction, earth excavation, landscaping, signing, and striping.
- C. Provide the estimated duration of this project: 9 months

D. The total area of the construction site is estimated to be 5.7 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 2.3 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

0.6

- F. List all soils found within project boundaries. Include map unit name, slope information and erosivity: 802B Orthents, loamy, undulating, 1 to 6 percent slopes
- G. Provide an aerial extent of wetland acreage at the site:
 0.14 acres
- H. Provide a description of potentially erosive areas associated with this project:
 Grading will be the primary source of erosion.
- The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of scopes, etc.):

- 1. Clearing and grubbing
- 2. Underdrain and storm sewer construction
- 3. Excavation for new bike path and MSE Wall
- 4. Placement and Backfill of MSE Wall
- 5. Paving
- 6. Fine Grading
- 7. Landscaping and Site Restoration
- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent off site sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Village of Lincolnwood

- L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located. Village of Lincolnwood
- M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans: Northshore Channel
- N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.
 The entire construction limits on both north and south side of Touhy Avenue will be enclosed in perimeter erosion barrier to protect the areas outside these limits.
- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
 - Floodplain
 - Wetland Riparian
 - Threatened and Endangered Species
 - Historic Preservation
 - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
 - Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity, or siltation
 - Applicable Federal, Tribal, State or Local Programs
 - Other
 - 1. 303(d) Listed receiving waters (fill out this section if checked above):
 - a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
 - b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
 - c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
 - d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above)

a. The name(s) of the listed water body:

- b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet the allocation:

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

\boxtimes	Soil Sediment	Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
\boxtimes	Concrete	Antifreeze / Coolants
\boxtimes	Concrete Truck waste	Waste water from cleaning construction equipment
\boxtimes	Concrete Curing Compounds	C Other (specify)
	Solid waste Debris	Other (specify)
	Paints	Other (specify)
	Solvents	Other (specify)
	Fertilizers / Pesticides	Other (specify)

II. Controis

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

- A. Erosion and Sediment Controls: At a minimum, controls must be coordinated, installed, and maintained to:
 - 1. Minimize the amount of soil exposed during construction activity;
 - 2. Minimize the disturbance of steep slopes;
 - 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
 - 4. Minimize soil compaction and, unless infeasible, preserve topsoil.
- B. Stabilization Practices: Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated immediately where construction activities have temporarily or permanently ceased, but in no case more than one (1) day after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.
 - 1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - 2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

Preservation of Mature Vegetation 🛛 🔀 Erosion Control Blanket / Mulching

Vegetated Buffer Strips	⊠ Sodding	
Protection of Trees	Geotextiles	
Temporary Erosion Control Seeding	Other (specify)	
Temporary Turf (Seeding, Class 7)	Other (specify)	
Temporary Mulching	Other (specify)	
Permanent Seeding	Other (specify)	

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

Temporary fence will be used to protect trees. Root and tree pruning will protect trees. Temporary seeding will be placed every 7 days to erodible areas.

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

Topsoils and seeing will be the permanent restoration.

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

The following stabilization practices will be used for this project:

Temporary Ditch Check X Riprap Storm Drain Inlet Protection Gabions Sediment Trap Slope Mattress Temporary Pipe Slope Drain Retaining Walls Temporary Sediment Basin Slope Walls Temporary Stream Crossing Concrete Revetment Mats Stabilized Construction Exits Level Spreaders Turf Reinforcement Mats Other (specify) Permanent Check Dams Other (specify) Permanent Sediment Basin Other (specify) Aggregate Ditch Other (specify) Paved Ditch Other (specify)	Perimeter Erosion Barrier	Rock Outlet Protection
Sediment Trap Slope Mattress Temporary Pipe Slope Drain Retaining Walls Temporary Sediment Basin Slope Walls Temporary Stream Crossing Concrete Revetment Mats Stabilized Construction Exits Level Spreaders Turf Reinforcement Mats Other (specify) Permanent Check Dams Other (specify) Permanent Sediment Basin Other (specify) Aggregate Ditch Other (specify)	Temporary Ditch Check	🔀 Riprap
 Temporary Pipe Slope Drain Temporary Sediment Basin Slope Walls Temporary Stream Crossing Concrete Revetment Mats Stabilized Construction Exits Level Spreaders Turf Reinforcement Mats Other (specify) Permanent Check Dams Other (specify) Permanent Sediment Basin Other (specify) 	Storm Drain Inlet Protection	Gabions
Temporary Sediment Basin Slope Walls Temporary Stream Crossing Concrete Revetment Mats Stabilized Construction Exits Level Spreaders Turf Reinforcement Mats Other (specify) Permanent Check Dams Other (specify) Permanent Sediment Basin Other (specify) Aggregate Ditch Other (specify)	Sediment Trap	Slope Mattress
 Temporary Stream Crossing Concrete Revetment Mats Stabilized Construction Exits Level Spreaders Turf Reinforcement Mats Other (specify) Permanent Check Dams Other (specify) Permanent Sediment Basin Other (specify) Other (specify) Other (specify) 	Temporary Pipe Slope Drain	Retaining Walls
Image: Stabilized Construction Exits Image: Level Spreaders Image: Turf Reinforcement Mats Other (specify) Image: Permanent Check Dams Other (specify) Image: Permanent Sediment Basin Other (specify) Image: Aggregate Ditch Other (specify)	Temporary Sediment Basin	Slope Walls
Turf Reinforcement Mats Other (specify) Permanent Check Dams Other (specify) Permanent Sediment Basin Other (specify) Aggregate Ditch Other (specify)	Temporary Stream Crossing	Concrete Revetment Mats
Permanent Check Dams Other (specify) Permanent Sediment Basin Other (specify) Aggregate Ditch Other (specify)	Stabilized Construction Exits	Level Spreaders
Permanent Sediment Basin Other (specify) Aggregate Ditch Other (specify)	Turf Reinforcement Mats	Other (specify)
Aggregate Ditch Other (specify)	Permanent Check Dams	Other (specify)
	Permanent Sediment Basin	Other (specify)
Paved Ditch Other (specify)	Aggregate Ditch	Other (specify)
	Paved Ditch	Other (specify)

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

Install perimeter erosion barrier, storm drain inlet protection, riprap, and stabilized construction entrances to prevent erodible debris from leaving the site

Describe how the structural practices listed above will be utilized after construction activities have been completed: The structural practices will be removed upon completion of construction.

D. Treatment Chemicals

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

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

E. Permanent Storm Water Management Controls: Provided below is a description of measures that will be

installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water act.

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

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

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

Description of permanent storm water management controls:

site stabilization

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

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

Temporary Erosion Control Notes on Erosion Control Plan Sheet. Inter filters on proposed storm structures must be installed as soon as the structures are set. All erosion measures are to be maintained during construction in accordance with the plans and the following standards:

Village of Lincolnwood Illinois Department of Transportation Illinois Environmental Protection Agency Illinois Urban Manual

- G. Contractor Required Submittals: Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
 - 1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
 - Approximate duration of the project, including each stage of the project
 - · Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization time frame
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Time frame for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - · Permanent stabilization activities for each area of the project

- 2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
 - Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material delivery, Storage, and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.).
 - Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Dewatering Activities Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
 - Polymer Flocculants and Treatment Chemicals Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
 - Additional measures indicated in the plan.

III. Maintenance

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

Perimeter Erosion Barrier - Accumulated sediment shall be removed in front of all perimeter erosion barrier when sediment reaches 1/2 the height of the barrier. Perimeter erosion barrier shall promptly be replacted and/or repaired in the event it falls down or is torn.

Inlet filers - Inlet filter devices shall be cleaned after storm events and when 25% full of sediment. Inlet filter devices shall promptly be replaced in the event they are torn.

IV. Inspections

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

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

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

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

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

Additional Inspections Required:

N/A

V. Failure to Comply

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





Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractors/subcontractor completing this form.

Route	Marked Route	Section
		12-00059-00-BR
Project Number	County	Contract Number
CMM 94003 (024)	Cook	61D97

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

Contractor	
Sub-Contractor	
Print Name	Signature
Title	Date
Name of Firm	Telephone
Street Address	City/State/Zip
Items which the Contractor/subcontractor will be responsible for	as required in Section II.G. of SWPPP:

Commonwealth Edison Insurance Requirements

EXHIBIT D

Insurance Requirements

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

B. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident for bodily injury by accident, one million dollars (\$1,000,000) each employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit.

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 07 or its equivalent)) covering all contractors, subcontractors and all their subcontractors with limits of not less than two million dollars (\$2,000,000.00) per occurrence and per project or per location aggregate covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/ completed operations for not less than three (3) years from the date Landlord and Tenant terminate the lease. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors).

Additional Insured Endorsement. All liability insurance policies shall name Landlord, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Landlord, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 07 04 and CG 20 37 07 04, or their equivalents, and shall maintain the required coverages (including but not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors), for a period of not less than three (3) years from the date the Lease is terminated.

COVERAGE #3

Automobile Liability coverage (including coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, for owned non-owned and hired, vehicles.

COVERAGE 4

Excess or Umbrella liability insurance coverage in an amount that in combination with Commercial General Liability coverage and Automobile Liability coverage totals six million dollars (\$6,000,000) of liability insurance per occurrence.

Tenant's Insurance during the Term shall be the following:

Tenant self-insures for losses which are not greater than \$2,000,000 and shall continue to do so as long as this agreement is in effect. The Tenant carries excess liability insurance in an amount of not less than \$5,000,000 per occurrence and, with an aggregate of not less than \$10,000,000 per annual period and shall maintain such insurance so long as this agreement is in effect.

These policies do not contain any provisions excluding coverage for injury, loss, or damage arising out of or resulting from (a) doing business on, near, or adjacent to Landlord's facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling treatment, disposal, or dumping of waste materials or substances. There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance evidencing the foregoing coverage.

All policies shall contain a provision that coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Tenant shall provide evidence of the required insurance coverage which shall be delivered to Landlord upon execution of this document. The insurance shall be kept in force through the Term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Tenant may, at its discretion, obtain. Tenant shall also provide Landlord with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Tenant hereunder is renewed and whenever Tenant obtains a new insurance policy hereunder.

If any policy is written on a claims made basis, the retroactive date may not be advanced beyond the date of the Lease and coverage shall be maintained in full force and effect for two (2) years after termination of the Lease, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the parties.

Insurance coverage provided by Tenant shall not include any claims made insurance policy or any policy or endorsement language that limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

(2) (1) Provide for a waiver of all rights of subrogation which Tenant's insurance carrier might exercise against Landlord; and

(2) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of polices as may be required from Tenant's contractors. If Tenant receives notice that Landlord has amended, corrected or changed the limits, coverages, and forms of policies, Tenant will require agreements with Contractors, signed subsequent to said notice to include such changes. In no event will notice of changes to insurance requirements affect the agreements that Tenant is currently bound to with Contractors.

WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

The above Commonwealth Edison Insurance Requirements in this special provision are included in the contract.



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

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

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.

		/iny
OWNER INFORMATION	Permit No. ILR	10
Company/Owner Name: Village of Lincolnwood		and the second
Mailing Address: 7001 N Lawndale Ave	Phone: 847-745-4865	
City: Lincolnwood State: IL	Zip: 60712 Fax:	
Contact Person: Andrew Letson	E-mail: ALetson@lwd.org	
Owner Type (select one) City		
CONTRACTOR INFORMATION	MS4 Community: O Yes	⊘ No
Contractor Name:		
Mailing Address:	Phone:	
	Zip:Fax:	
CONSTRUCTION SITE INFORMATION		
Select One: New Change of information	ation for: ILR10	
Project Name: Lincolnwood Valley Line Trail Over	Touhy Avenue County: Cook	
Street Address: 1,950 feet east of Interstate 94	City: Lincolnwood IL Zip: 60712	
Latitude: 87 44 35.16 Longitud	e: <u>42 00 42.61 27/34 41N</u>	<u>13E</u>
(Deg) (Min) (Sec)	(Deg) (Min) (Sec) Section Township	Range
Approximate Construction Start DateOct 1, 2	017 Approximate Construction End Date May 3	1, 2018
Total size of construction site in acres: 2.4	Fee Schedule for Co	nstruction Sites:
If less than 1 acre, is the site part of a larger comm		\$250
STORM WATER POLLUTION PREVENTION	PLAN (SWPPP)	11
Has the SWPPP been submitted to the Agency? (Submit SWPPP electronically to: <u>epa.constilr10swp</u>		
Location of SWPPP for viewing: Address: Village o		bd
SWPPP contact information:	Inspector qualific	ations:
Contact Name: Jim Amelio	P.E.	
Phone: 847-745-4865 Fax:	E-mail: jamelio@lwd.org	
Project inspector, if different from above	Inspector qualific	ations:
Inspector's Name:		
Phone: Fax:	E-mail:	
This Agency is suthorized to require this info	rmation under Section 4 and Title V of the Environmental Drotaction Act (415 II CS 5	

Inis Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

TYPE OF CONSTRUCTION (select one)

Construction Type Transportation

SIC Code:

Type a detailed description of the project:

The improvement consists of Hot Mix Asphalt Bike Path and bridge construction including earth excavation,

landscaping, signing, striping, and all incidental and collateral work as necessary to complete the improvement.

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

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

Historic Preservation	Agency 🤅) Yes	O No			
Endangered Species	G) Yes	O No			
RECEIVING WATER INF	ORMATION					
Does your storm water disc	harge directly	to: 🗌 W	laters of the State	e or	Storm Sewer	
Owner of storm sewer syste	em: Common	wealth Ed	lison			
Name of closest receiving v	water body to w	vhich you d	discharge: N/A			
Att	iois Environme vision of Water n: Permit Sect st Office Box 1 ringfield, Illinoi	Pollution (tion 9276	Control			

Or submit electronically to: epa.constilr10swppp@illinois.gov

or call (217) 782-0610 FAX: (217) 782-9891

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that gualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Andrew Letson Printed Name:

5/4/17 Date: Riblic Works Director

INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217) 782-0610

FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: <u>epa.constilr10swppp@illinois.gov</u>. When submitting electronically, use Project Name and City as indicated on NOI form.

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 Lincolnwood

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

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 \$30,000,000	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 caler	idar days.
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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."

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: July 2, 2016

<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.

<u>STATE OBLIGATION</u>. 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.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. 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 14.00 % 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.

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low 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 <u>DOT.DBE.UP@illinois.gov</u> 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 Department will not accept a Utilization Plan if it does not meet the five day submittal requirement 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 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 include a statement of reasons for the 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 a determination adverse to the bidder within the five working 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 A request may provide additional written documentation or argument delivered. 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 to 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 consideration, 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.

<u>CONTRACT COMPLIANCE</u>. 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 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 be come 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 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) 785-1524.
- (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 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 DBE subcontracts to IDOT 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 the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the 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 the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. 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 contractor;
- (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 have 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 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 provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. 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 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 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.

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."

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 2016 Revised: April 1, 2017

Revise the second paragraph of Article 701.20(h) of the Standard Specifications to read:

"For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar day for each sign as CHANGEABLE MESSAGE SIGN."

Revise this second sentence of the first paragraph of Article 1106.02(i) of the Standard Specifications to read:

"The message panel shall be a minimum of 7 ft (2.1 m) above the edge of pavement in urban areas and a minimum of 5 ft (1.5 m) above the edge of pavement in rural areas, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time."

PORTLAND CEMENT CONCRETE BRIDGE DECK CURING (BDE)

Effective: April 1, 2015 Revised: January 1, 2017

Revise the following two entries in the table in Article 1020.13 of the Standard Specifications to read:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION				
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS	
Superstructure (Approach Slab)	1020.13(a)(5)(6) ^{19/}	3	1020.13(d)(1)(2) ^{17/}	
Deck	1020.13(a)(5)(6) ^{19/}	7	1020.13(d)(1)(2) 17/	

Add the following footnote to the end of the Index Table of Curing and Protection of Concrete Construction in Article 1020.13 of the Standard Specifications:

"19/ The cellulose polyethylene or synthetic fiber with polymer polyethylene blanket method shall not be used on latex modified concrete."

Revise Article 1020.13(a)(5) of the Standard Specifications to read:

- "(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp cotton mats. Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 in. (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets. The cotton mats shall be kept saturated with water.
 - a. Bridge Decks. For bridge decks, a foot bridge shall be used to place and wet the cotton mats. The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without indentations to the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 4 ft (1.2 m) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

For areas inaccessible to the cotton mats, curing shall be according to Article 1020.13(a)(3)."

Add the following to Article 1020.13(a) of the Standard Specifications.

"(6) Cellulose Polyethylene Blanket Method and Synthetic Fiber with Polymer Polyethylene Blanket Method. After the surface of concrete has been textured or finished, it shall be covered immediately with a cellulose polyethylene or synthetic fiber with polymer polyethylene blanket. Damaged blankets will not be allowed. The blankets shall be installed with the white perforated polyethylene side facing up. Adjoining blankets shall overlap a minimum of 8 in. (200 mm). Any air bubbles trapped during placement shall be removed. The blankets shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the blankets shall be kept saturated with water. For bridge decks, the blankets shall be placed and kept wet according to Article 1020.13(a)(5)a."

Revise the first paragraph of Article 1022.03 of the Standard Specifications to read:

"1022.03 Waterproof Paper Blankets, White Polyethylene Sheeting, Burlap-Polyethylene Blankets, Cellulose Polyethylene Blankets, and Synthetic Fiber with Polymer Polyethylene Blankets. These materials shall be white and according to ASTM C 171, except moisture loss test specimens shall be made according to Illinois Modified AASHTO T 155.

The cellulose polyethylene blanket shall consist of a white polyethylene sheeting with cellulose fiber backing and shall be limited to single use only. The cellulose polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer's unopened packaging until ready for installation. Each roll shall be clearly labeled with product name, manufacturer, and manufacturer's certification of compliance with ASTM C 171.

The synthetic fiber with polymer polyethylene blanket shall consist of a white polyethylene sheeting with absorbent synthetic fibers and super absorbent polymer backing, and shall be limited to single use only. The synthetic fiber with polymer polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer's unopened packaging until ready for installation. Each roll shall be clearly labeled on the product with product name, manufacturer, and manufacturer's certification of compliance with ASTM C 171."

PORTLAND CEMENT CONCRETE SIDEWALK (BDE)

Effective: August 1, 2017

Revise the first paragraph of Article 424.12 of the Standard Specifications to read:

"424.12 Method of Measurement. This work will be measured for payment in place and the area computed in square feet (square meters). Curb ramps, including side curbs and side flares, will be measured for payment as sidewalk. No deduction will be made for detectable warnings located within the ramp."

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)

 $D = MPI_M - MPI_L$

- Where: $MPI_M =$ The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).
 - $MPI_L =$ The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

<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	
ltem	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 n
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)

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

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 (one). 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 shall 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.

<u>Basis of Payment</u>. 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.

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.

PEDESTRIAN TRUSS SUPERSTRUCTURE

Effective: January 13, 1998 Revised: December 29, 2014

Description: This work shall consist of the design, fabrication, storage, delivery and erection of a welded steel, pedestrian truss superstructure. Also included in this work shall be the furnishing and installation of a deck, all bearings, anchors and/or retainers, railings, fencing and miscellaneous items as indicated on the plans.

Materials:

<u>Truss.</u> Structural steel shall conform to the requirements of Section 1006 of the Standard Specifications, ASTM A847 for cold formed welded square and rectangular tubing, AASHTO M270 Grade 50W (M270M 345W) for atmospheric corrosion resistant structural steel, as applicable, unless otherwise shown on the plans or approved by the Engineer. All structural steel field connections shall be bolted with high strength bolts. High strength bolts for unpainted weathering steel shall conform to ASTM A325 (A325M) (Type 3). For painted structures, the high strength bolts shall be mechanically galvanized according to the requirements of Article 1006.08(a) of the Standard Specifications.

<u>Deck.</u> The deck type shall be as specified on the plans. The materials shall comply with the applicable portions of the materials section of the Standard Specifications.

When specified for use, the concrete deck and stay-in-place forms shall be non composite. Metal Forms shall have a minimum thickness of 0.0359 in. (912 microns) or 20 Gage and shall be galvanized per ASTM A653 (A653M) with a G165 (Z350) min. coating designation.

<u>Railing.</u> The railing shall consist of a smooth rub rail, a toe plate and misc. elements, all located on the inside face of the truss.

<u>Bearings.</u> The bearing shall be designed and furnished as detailed in the plans, in the absence of details, the bearings details shall be as specified by the bridge manufacturer.

When specified for use, elastomeric bearings shall be according to Article 1083 of the Standard Specifications. Teflon surfaces shall be per Article 1083.02(b) of the Standard Specification and shall be bonded to the bearing plate.

<u>Suppliers.</u> The Department maintains a pre-qualified list of proprietary structural systems allowed for pedestrian truss superstructures. 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 manufacturer shall provide evidence of current certification by AISC according to Article 106.08(b) of the Standard Specifications.

Design: The superstructure shall conform to the clear span, clear width, and railing configuration shown on the contract plans. The design shall be according to the LRFD Guide Specifications for the Design of Pedestrian Bridges. The design loads shall be as specified by the Guide Specification except as follows:

Design Wind Loads (Pz) for Pedestrian Trusses in Illinois			
Application	psf (kPa)	Applied to:	
Circular Members	35 (1.68)	Projected vertical area of member	
Flat Members	55 (2.63)	Projected vertical area of member	
Signs	35 (1.68)	Projected vertical area of sign	
Chain Link Fencing	10 (0.48)	Full projected area of fencing as if solid	

The railings shall be designed per the appropriate Bridge Design Specifications for bicycle railings as shown on the plans. Smooth rub rails shall be attached to the bicycle railing and located at a bicycle handlebar height of 3.5 ft. (1.1 m) above the top of the deck.

Prior to beginning construction or fabrication, the Contractor shall submit design calculations and six sets of shop drawings for each pedestrian bridge to the Engineer for review and approval. In addition, for bridges with any span over 150 ft. (46 m), or over a State or Federal Route, or within the States Right-of-Way, a copy of the shop drawings will be reviewed and approved for structural adequacy, by the Bureau of Bridges and Structures prior to final approval of shop drawings. The shop drawings shall include all support reactions for each load type. The following certification shall be placed on the first sheet of the bridge shop plans adjacent to the seal and signature of the Structural Engineer:

"I certify that to the best of my knowledge, information and belief, this bridge design is structurally adequate for the design loading shown on the plans and complies with the requirements of the Contract and the current 'Guide Specifications for Design of Pedestrian Bridges'."

The substructure is designed per the appropriate Bridge Design Specifications and based on the assumed truss loads, as shown on the plans. If the manufacturer's design exceeds those loads and/or the substructure needs to be adjusted to accommodate the truss superstructure chosen, then the Contractor shall submit the redesign to the Engineer for approval prior to ordering any material or starting construction. All design calculations, shop drawings and redesigned substructure drawings shall be sealed by a Structural Engineer licensed in the State of Illinois.

Construction: Truss erection procedures shall be according to the manufacturer's instructions. The deck shall be placed according to the applicable Sections of the Standard Specifications.

When weathering steel is used, all structural steel shall be prepared according to Article 506.07.

When painting is specified, all structural steel shall be cleaned and painted according to Section 506. The paint system and color of the finish coat shall be as specified in the plans.

Method of Measurement: The pedestrian truss superstructure will be measured in square feet (square meters) of completed and accepted structure measured horizontally from back to back of abutments and within the clear path width as defined on the plans.

Basis of Payment: The pedestrian superstructure will be paid for at the contract unit price per square foot (square meter) for "PEDESTRIAN TRUSS SUPERSTRUCTURE."

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. 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

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

 b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information. d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and 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-thejob 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

 $(\ensuremath{\textsc{iii}})$ The classification is utilized in the area by the construction industry; and

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other 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 b. 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 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, fringe 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

 (4) the prime contractor remains all power to accept (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 (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal

Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers). e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

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.