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### Letting January 17, 2025

## Notice to Bidders, Specifications and Proposal



Contract No. 61K86 COOK County Section 21-00134-00-RS (Brookfield) Various Routes Project AQ4W-052 () District 1 Construction Funds

Prepared by

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# Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. January 17, 2025 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. 61K86 COOK County Section 21-00134-00-RS (Brookfield) Project AQ4W-052 () Various Routes District 1 Construction Funds

Resurfacing Grand Boulevard from Grant Avenue to Prairie; Brookfield Avenue from Prairie Avenue to Woodside Ave., and Woodside Avenue from Golf Road to Brookfield Avenue in Brookfield.

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

By Order of the Illinois Department of Transportation

Omer Osman, Secretary

#### **CONTRACT 61K86**

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2025

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

ERRATA Standard Specifications for Road and Bridge Construction

(Adopted 1-1-22) (Revised 1-1-25)

#### SUPPLEMENTAL SPECIFICATIONS

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#### **RECURRING SPECIAL PROVISIONS**

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

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#### LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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#### **BDE SPECIAL PROVISIONS**

The following special provisions indicated by an "X" are applicable to this contract. An  $^{\star}$  indicates a new or revised special provision for the letting.

	<u>File</u> Name	<u>Pg.</u>		Special Provision Title	<b>Effective</b>	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	161	$\boxtimes$	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192			Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
	80173	164	$\boxtimes$	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426			Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80241			Bridge Demolition Debris	July 1, 2009	
	5053I			Building Removal	Sept. 1, 1990	Aug. 1, 2022
	50261		Щ	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
*	80460	166		Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
	80384	177	$\boxtimes$	Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198		닏	Completion Date (via calendar days)	April 1, 2008	
4	80199		Н	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
•	80461		H	Concrete Barrier	Jan. 1, 2025	
*	80453	101		Concrete Sealer Construction Air Quality Discal Betrefit	Nov. 1, 2023	lan 1 2025
*	80261 80029	181 183		Construction Air Quality – Diesel Retrofit Disadvantaged Business Enterprise Participation	June 1, 2010 Sept. 1, 2000	Jan. 1, 2025
	80229	103	$\vdash$	Fuel Cost Adjustment	April 1, 2009	Jan. 2, 2025
	80452		H	Full Lane Sealant Waterproofing System	Nov. 1, 2023	Aug. 1, 2017
	80432		H	Grading and Shaping Ditches	Jan 1, 2023	
	80433		H	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
*	80456		Ħ	Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446	186	$\square$	Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438		Ħ	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450		П	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	, , -
	80441	188	$\overline{\boxtimes}$	Performance Graded Asphalt Binder	Jan 1, 2023	
	80459			Preformed Plastic Pavement Marking	June 2, 2024	
	34261	193	$\boxtimes$	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	194	$\boxtimes$	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445			Seeding	Nov. 1, 2022	
	80457	196	$\boxtimes$	Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
*	80462	200		Sign Panels and Appurtenances	Jan. 1, 2025	
	80448	201	$\boxtimes$	Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340		Ц	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	000		Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	202		Subcontractor and DBE Payment Reporting	April 2, 2018	A := ::! 4 0040
*	80391	203		Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80463	204 205		Submission of Bidders List Information Submission of Payroll Records	Jan. 2, 2025	Nov. 2, 2022
	80437 80435	205	$\bowtie$	Surface Testing of Pavements – IRI	April 1, 2021 Jan. 1, 2021	Nov. 2, 2023 Jan. 1, 2023
	20338	207		Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	201	H	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	210	$\square$	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	210	H	Waterproofing Membrane System	Aug. 1, 2021	1404. 1, 2022
*	80302	211		Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454			Wood Sign Support	Nov. 1, 2023	Juli. 2, 2020
*	80427	212		Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
	80071			Working Days	Jan. 1, 2002	J, 2020
			_	<b>5</b> ,	, <b>-</b>	

#### GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: November 8, 2024 Letting

<u>Pg</u> #	V	<u>File Name</u>	<u>Title</u>	Effective	Revised
_		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	April 1, 2016
		*GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	June 28, 2024
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	April 13, 2018
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	April 13, 2018
		GBSP 18	Modular Expansion Joint	May 19, 1994	Oct 27, 2023
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	Oct 23, 2020
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 15, 2022
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	Apr 22, 2016
		GBSP 28	Deck Slab Repair	May 15, 1995	Feb 2, 2024
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	April 30, 2021
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	April 30, 2021
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	April 30, 2021
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Oct 27, 2023
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Oct 4, 2016
		*GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	June 28, 2024
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Aug 9, 2019
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	April 15, 2022
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning	Nov 25, 2004	Apr 22, 2016
			Residues		,
		GBSP 61	Slipform Parapet	June 1, 2007	April 15, 2022
		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	April 30, 2021
		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	March 1, 2019
		GBSP 82	Metallizing of Structural Steel	Oct 4, 2016	Oct 20, 2017
		*GBSP 83	Hot Dip Galvanizing for Structural Steel	Oct 4, 2016	June 28, 2024
		GBSP 85	Micropiles	Apr 19, 1996	Oct 23, 2020
214	$\boxtimes$	GBSP 86	Drilled Shafts	Oct 5, 2015	Oct 27, 2023
		GBSP 87	Lightweight Cellular Concrete Fill	Nov 11, 2001	Apr 1, 2016
		GBSP 88	Corrugated Structural Plate Structures	Apr 22, 2016	April 13, 2018
		GBSP 89	Preformed Pavement Joint Seal	Oct 4, 2016	March 24, 2023
		GBSP 90	Three Sided Precast Concrete Structure (Special)	Dec 21, 2016	March 22, 2024
		GBSP 91	Crosshole Sonic Logging Testing of Drilled Shafts	Apr 20, 2016	March 24, 2023
		GBSP 92	Thermal Integrity Profile Testing of Drilled Shafts	Apr 20, 2016	March 24, 2023
		*GBSP 93	Preformed Bridge Joint Seal	Dec 21, 2016	June 28, 2024
		GBSP 94	Warranty for Cleaning and Painting Steel Structures	Mar 3, 2000	Nov 24, 2004
		GBSP 96	Erection of Bridge Girders Over or Adjacent to Railroads	Aug 9, 2019	
		GBSP 97	Folded/Formed PVC Pipeliner	April 15, 2022	
		GBSP 98	Cured-in-Place Pipe Liner	April 15, 2022	
		GBSP 99	Spray-Applied Pipe Liner	April 15, 2022	
		GBSP 100	Bar Splicers, Headed Reinforcement	Sept 2, 2022	Oct 27, 2023
		*GBSP 101	Noise Abatement Wall, Ground Wall	Dec 9, 2022	June 28, 2024
		*GBSP 102	Noise Abatement Wall, Structure Mounted	Dec 9, 2022	June 28, 2024
		GBSP 103	Noise Abatement Wall Anchor Rod Assembly	Dec 9, 2022	
			,	·	
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#### **STATE OF ILLINOIS**

#### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, herein 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 for Materials in effect on the date of invitation for bids, herein referred to as the Specifications, and the most recent edition of the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern the construction of:

GRAND BOULEVARD (GRANT AVENUE TO PRAIRIE AVENUE)
BROOKFIELD AVENUE (PRAIRIE AVENUE TO WASHINGTON AVENUE)
PROJECT NO. AQ4W(052)
SECTION NO. 21-00134-00-RS
VILLAGE OF BROOKFIELD
COOK COUNTY
CONTRACT NO. 61K86

#### **LOCATION OF PROJECT**

The project is located on Grand Boulevard from Grant Avenue (STA 0+75) to Prairie Avenue (STA 8+64), on Brookfield Avenue from Prairie Avenue (STA 9+85) to Woodside Avenue (STA 42+75), on Woodside Avenue from Brookfield Avenue (STA 42+75) to Parkview Avenue (STA 42+75), on Parkview Avenue from Woodside Avenue (STA 42+75) to Golf Road (STA 49+20), and on Golf Road from Parkview Avenue (STA 49+20) to Washington Avenue (STA 53+88) in the Village of Brookfield in Cook County, Illinois. There is a project resurfacing omission at the Salt Creek Bridge from STA 13+62 to STA 19+52. The project has a gross length of 5,313 feet (1.006 miles) and a net length of 4,602 feet (0.872 miles).

#### **DESCRIPTION OF PROJECT**

The work on the project will include point repairs to the combined sewer system, repair and replacement of deteriorated drainage structures, installation of pipe underdrain, earth excavation, removal and replacement of curb and gutter, driveway aprons, and sections of sidewalk, installation of brick paver sidewalk, removal and replacement of lighting, additional streetscape

improvements, hot-mix asphalt (HMA) binder and surface course installation, pavement marking, and restoration of disturbed areas with topsoil and sod along with all other incidental and collateral work to complete the project as shown on the Plans and described herein.

#### PROJECT STAGING AND LOCAL ACCESS

During the construction of the project, Grand Boulevard and Brookfield Avenue will have varying levels of accessibility to traffic and pedestrians. The construction is planned to be broken up into five stages between three areas laid out in the Maintenance of Traffic (MOT) Plan. The Contractor will be required to adhere to the MOT as well as the following:

#### Stage 1 Construction – Grand Boulevard Streetscape Improvements (Northeast side)

Stage 1 consists of removal and replacement of curb and gutter and sidewalk, installation of brick paver sidewalk, removal and reinstallation of existing brick pavers, earth excavation and installation of pipe underdrain, placement of structural soil, installation of tree grates, removal and replacement of existing lighting and conduit, installation of brick paver crosswalks and decorative masonry wall, and other related work on Grand Boulevard.

- 1A: Once the Contractor begins removals for any portion of this stage, the improvements and restoration work shall be completed within 45 calendar days.
- 1B: Once the Contractor begins removals for any portion of this stage, the improvements and restoration work shall be completed within 7 calendar days.

#### Stage 2 Construction – Grand Boulevard Streetscape Improvements (Southwest side)

Stage 2 consists of removal and replacement of curb and gutter and sidewalk, installation of brick paver sidewalk, removal and reinstallation of existing brick pavers, earth excavation and installation of pipe underdrain, placement of structural soil, installation of tree grates, removal and replacement of existing lighting and conduit, installation of decorative masonry wall, and other related work on Grand Boulevard.

- 2A: Once the Contractor begins removals for any portion of this stage, the improvements and restoration work shall be completed within 45 calendar days.
- 2B: Once the Contractor begins removals for any portion of this stage, the improvements and restoration work shall be completed within 7 calendar days.

#### Stage 3 Construction – Grand Boulevard Roadway Improvements (Phase I)

Stage 3 consists of the milling of pavement, shaping and grading of the aggregate base course, and installation of HMA binder course on Grand Boulevard. Pavement patching may also be included in this stage once the milling has been completed and the pavement condition can be

#### assessed.

• Once the pavement has been milled in each section, the Contractor shall install the HMA binder course within 7 calendar days. If the Engineer has determined that pavement patching is required, the Contractor will have an additional 7 calendar days for a total of 14 calendar days from pavement milling to remove and replace the pavement and install the HMA binder course.

#### Stage 4 Construction – Grand Boulevard Roadway Improvements (Phase II)

Stage 4 consists of structure adjustments within the pavement, HMA surface installation, and pavement markings on Grand Boulevard.

- Once the work has been completed on Stage 3, the pavement markings shall be completed within 7 calendar days.
- Once the pavement has been milled in each section, the Contractor shall install the HMA binder course within 7 calendar days. If the Engineer has determined that pavement patching is required, the Contractor will have an additional 7 calendar days for a total of 14 calendar days from pavement milling to remove and replace the pavement and install the HMA binder course.

### Stage 5 Construction – Brookfield Avenue Improvements (Prairie Avenue – Arden Avenue)

Stage 5 consists of removal and replacement of curb and gutter, sidewalk, and driveway aprons, installation of brick paver sidewalk, removal and replacement of existing lighting and conduit, milling of pavement, installation of HMA binder course, structure adjustments within the pavement, installation of HMA surface course, and pavement markings on Brookfield Avenue. Pavement patching may also be included in this stage once the milling has been completed and the pavement condition can be assessed.

- 5A: Once the Contractor begins removals for any portion of this stage, the improvements and restoration work shall be completed within 21 calendar days.
- Once the pavement has been milled in each section, the Contractor shall install the HMA binder course within 7 calendar days. If the Engineer has determined that pavement patching is required, the Contractor will have an additional 7 calendar days for a total of 14 calendar days from pavement milling to remove and replace the pavement and install the HMA binder course.

## Stage 6 Construction – Brookfield Avenue Improvements (Arden Avenue – Washington Avenue)

Stage 6 consists of removal and replacement of curb and gutter, sidewalk, and driveway aprons, replacement or deteriorated drainage structures and sections of combined sewer, milling of the pavement, pavement patching, installation of HMA binder course, structure adjustments within the pavement, installation of HMA surface course, pavement markings, and any associated restoration.

• Once the Contractor begins removals for any portion of this stage, the improvements and restoration work shall be completed within 75 calendar days.

In addition to the stage-specific timelines and requirements outlined above and in the MOT plan, the Contractor will be required to adhere to the following:

#### **Riverside-Brookfield High School:**

While school is in session at Riverside-Brookfield High School, the Contractor shall only work on Golf Road between the hours of 9:00 and 3:00PM. At 3:00PM each day, the Contractor will be responsible for preparing the work zone and traffic control to make the area available to all pedestrians and vehicles to have access to the school.

#### **CONTRACT COMPLETION**

The Contractor agrees to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will ensure its substantial completion within the time limit specified herein, it being understood and agreed that the undersigned agrees to complete the Work by September 19, 2025. The Contractor will be allowed an additional 15 working days to complete the punch list once substantial completion has been obtained. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the Contractor shall be subject to contract deductions in accordance with Article 108.09 of the Standard Specifications.

#### **MAINTENANCE OF ROADWAYS (D-1)**

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.

#### **STATUS OF UTILITIES (D-1)**

Effective: June 1, 2016 Revised: January 1, 2020

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

#### UTILITIES TO BE ADJUSTED

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

#### **Pre-Stage**

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Fairview Avenue	Transfer.	Transfer power to lighting controller.	ComEd	5 Day
Arden Avenue	Transfer.	Transfer power to lighting controller.	ComEd	1 Day

#### Stage 1

No conflicts to be resolved.

#### Stage 2

No conflicts to be resolved.

#### Stage 3

No conflicts to be resolved.

#### Stage 4

No conflicts to be resolved.

#### Stage 5

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Station 12+05	Manhole Cover	Manhole to be adjusted to proposed surface grade.	AT&T	1 Day

#### Stage 6

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Station 27+80	Manhole Cover	Manhole to be adjusted to proposed surface grade.	AT&T	1 Day
Station 34+35	Manhole Cover	Manhole to be adjusted to proposed surface grade.	AT&T	1 Day
Station 36+60	Manhole Cover	Manhole to be adjusted to proposed surface grade.	AT&T	1 Day

Pre-Stage: 6 Days Total Installation
Stage 1: 0 Days Total Installation
Stage 2: 0 Days Total Installation
Stage 3: 0 Days Total Installation
Stage 4: 0 Days Total Installation
Stage 5: 1 Days Total Installation

**Stage 6:** \_\_\_\_**3** \_\_\_ **Days Total Installation** 

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	E-mail address
AT&T	Janet Ahern	1000 Commerce Drive, 2 <sup>nd</sup> Floor Oak Brook, IL 60523	(630)-573-6414	ja1763@att.com
Comcast	Robert Schulter	688 Industrial Drive, Elmhurst, IL 60126	(224)229-5861	robert.schulter@comcast. com
ComEd	Ericka Irby	3500 N California Ave, Chicago, IL 60618	(779)231-0633	ericka.irby@ComEd.com
Crown Castle	Kelly Klinefelter	1500 Corporate Drive, Canonsburg, PA 15317	(724)743-6085	kelly.klinefelter@crownca stle.com
Lumen	Ben Pacocha	100 Centurylink Drive, Monroe, LA 71203	(800)871-9244	ben.pacocha@lumen.com
Verizon	Bob Vezina	929 Martha's Way, Hiawatha, IA 52233	(847)989-3364	robert.vezina@g.verizon.c om
Nicor	Charles Parrot	1844 Ferry Rd, Naperville, IL 60563	(630)-388-2903	cparrot@southernco.com

#### UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the 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 owner's part can be secured.

#### **Pre-Stage:**

No facilities requiring extra consideration.

#### Stage 1

No facilities requiring extra consideration.

#### Stage 2

No facilities requiring extra consideration.

#### Stage 3

No facilities requiring extra consideration.

#### Stage 4

No facilities requiring extra consideration.

#### Stage 5

No facilities requiring extra consideration.

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	E-mail address
AT&T	Janet Ahern	1000 Commerce Drive, 2 <sup>nd</sup> Floor Oak Brook, IL 60523	(630)-573-6414	ja1763@att.com
Comcast	Robert Schulter	688 Industrial Drive, Elmhurst, IL 60126	(224)229-5861	robert.schulter@comcast. com
ComEd	Ericka Irby	3500 N California Ave, Chicago, IL 60618	(779)231-0633	ericka.irby@ComEd.com
Crown Castle	Kelly Klinefelter	1500 Corporate Drive, Canonsburg, PA 15317	(724)743-6085	kelly.klinefelter@crownca stle.com
Lumen	Ben Pacocha	100 Centurylink Drive, Monroe, LA 71203	(800)871-9244	ben.pacocha@lumen.com

Verizon	Bob Vezina	929 Martha's Way, Hiawatha, IA 52233	(847)989-3364	robert.vezina@g.verizon.c om
Nicor	Charles Parrot	1844 Ferry Rd, Naperville, IL 60563	(630)-388-2903	cparrot@southernco.com

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

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

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

#### **OPEN EXCAVATIONS**

Leaving of any excavation open overnight will not be allowed on this project. The Contractor will be responsible for completely backfilling or plating over of all excavations at the end of each day. If the excavations are backfilled they shall be filled with an aggregate meeting the gradation of CA-6. The material will be compacted sufficiently to prevent rutting or settlement of material under traffic loads. If plates are used they shall be of sufficient thickness to support vehicular loads and they shall extend a minimum of nine inches (9") beyond the limits of the excavation on all sides. If the plates are to be left over the weekend, the edges of the plates shall be cushioned with a bituminous mixture in areas where vehicular traffic will cross the plates.

All excavated and other materials that are to be reused shall be so piled as not to endanger the work and so that free access may be had at any time to all parts of the work, and shall be kept neatly piled so as not to inconvenience public travel or adjoining tenants. Walkways shall be kept clear and unobstructed. All excess excavated material shall be immediately removed and disposed of off the job site by the contractor.

The costs for providing the aggregate, plates and bituminous mixture will not be paid for directly

but shall be considered included in the cost of the excavation work required for the various contract items.

#### **SHEETING AND SHORING**

Any sheeting or shoring required for the storm sewer installation or other construction elements requiring relatively deep excavations shall be included in the particular pay item and no additional compensation will be allowed for any supplemental work associated with the maintenance of trench sides or other excavated areas.

#### **CURING AND PROTECTION**

After the concrete has been finished and the water sheen has disappeared from the surface of the concrete, the surface shall be sealed with membrane curing compound of a type approved by the Engineer. The seal shall be maintained for the specified curing period. The edges of the concrete shall also be sealed immediately after the forms are removed. In addition, all concrete placed during periods of cold weather shall be protected in accordance with Article 720.13 of the Standard Specifications. This work shall be considered included in the cost of the various concrete items in the Contract.

The work shall be under the charge and care of the Contractor until final acceptance by the Engineer as coordinated with the Village. The Contractor shall assume all responsibility for any injury or damage to the work from any cause whatsoever and he shall rebuild, repair or restore the damaged work at his own expense.

This item will not be paid for separately but will be included in the unit price for the various concrete items in the Contract.

#### **CURB AND GUTTER TRANSITIONS**

Transitions from the proposed curb and gutters to the depressed curb and gutters, proposed curb and gutters to existing curb and gutters, and from curb of variable heights shall be done in ten (10) foot transitions unless otherwise directed by the Engineer.

This item will not be paid for separately but will be included in the unit price for the various concrete items in the Contract.

#### AGGREGATE BEDDING FOR CONCRETE WORK

New sidewalk and curb & gutter shall be placed on a minimum of two inches (2") of compacted CA-6 stone bedding or Subbase Granular Material, Type B, in the proposed areas. New driveway pavement, 8" concrete pavement, Class B patching, and Class D patching shall be placed on a minimum of four inches (4") of compacted CA-6 stone bedding.

Additional aggregate required to adjust the existing elevation of the subgrade to the proposed elevation will be included as part of that pay item.

This item will not be paid for separately but will be included in the unit price for the respective concrete items in the contract.

#### MAINTENANCE OF EXISTING DRAINAGE STRUCTURES

All loose material deposited in the flow line of gutters and drainage structures that obstructs the natural flow of water shall be removed at the close of each working day. At the conclusion of the construction operations, all drainage facilities shall be clean and free of all obstructions due to construction operations.

This item will not be paid for separately but shall be included in the unit price for the various sewer structures in the contract.

#### **EARTH EXCAVATION**

This item includes the excavating and grading work necessary on this Project to establish the subgrade elevations of the proposed volume to be filled with structural soil and any proposed pavements to be constructed as indicated on the Plans. The work shall be performed in accordance with Section 202 of the "Standard Specifications for Road and Bridge Construction".

For the volumes to be filled with structural soil this item includes all the excavating and grading work necessary to establish the subgrade elevations of the proposed volume other than that excavation required as part of the item for PIPE UNDERDRAINS, TYPE 1, 6".

Any excavation of the parkway which is required to give a uniform slope from the edge of sidewalk to the top of the curb shall also be paid for under this item. The payment for EARTH EXCAVATION will only be applicable where the proposed top of curb has been lowered substantially from the existing grade (four inches or greater), and a uniform parkway slope is unattainable through the basic grading operations of topsoil placement. The excavation for the proposed sodding and topsoil section will be subtracted from the measured volume to be

excavated. Any excavation and grading of the parkway where the top of curb has <u>not</u> been lowered by four inches or greater shall be included in the item for TOPSOIL FURNISH AND PLACE, 4".

Also included in the work under this item are the removal and disposal of all brush, rock, construction debris, hedges, trees of sizes less than 6" in diameter, and other excess materials located within the construction area of the Project's improvements.

Basis of Payment: This work will be paid for at the Contract unit price per Cubic Yard for EARTH EXCAVATION.

#### TRENCH BACKFILL

All trench backfill used under or within two feet (2') of pavements, sidewalks, driveways, and curb and gutter shall be Crushed Stone, Gradation CA-6. Maximum compaction must be obtained by Method 1 (mechanical compaction) as described in Article 550.07 of the "Standard Specifications for Road and Bridge Construction". In certain locations such as around structures where it is difficult to obtain compaction via mechanical means, the Engineer may allow or require jetting.

The crushed stone used for trench backfill must be approved on the Project by the Engineer. The use of crushed concrete will not be allowed. Payment for this item will be based on actual in place measurements taken by the Engineer on the site but in no case will exceed the theoretical volume. Payment width will be based on the size of the installed pipe and payment depth will be from twelve inches (12") above the top of pipe to the surface of the roadway.

Trench backfill shall be placed so the top of the trench is the same elevation as the adjacent pavement. Once the proposed pavement is ready to be constructed, the trench backfill will be removed and graded to the appropriate elevation for the new pavement to be installed. The depth of removal will vary based on the proposed pavement material but is anticipated to be eleven and a half inches (11.5") at locations with Class B Patches and nine and a half inches (9.5") at locations with Class D Patches. Removal of trench backfill material and grading in preparation for proposed pavement will be included in this item.

Basis of Payment: This work will be paid for at the Contract unit price per Cubic Yard for TRENCH BACKFILL

#### **TOPOSIL FURNISH AND PLACE, 4"**

This item shall include the furnishing and placement of four inches (4") of topsoil on all

landscaped areas disturbed by construction as shown on the Plans and directed by the Engineer.

The Contractor shall take precautions so as not to unnecessarily damage lawns. In areas that are designated to be sodded, the existing sod shall be cut and removed; the area shall then be shaped, graded and rototilled. The areas of excavation adjacent to new concrete shall be compacted to the satisfaction of the Engineer. The area to be sodded shall then have a layer of good quality, pulverized topsoil which has been approved by the Engineer prior to placement, spread and fine raked in such a manner as to result in a top dressing of the parkway having an average thickness of four inches (4") of topsoil. Any excavation and grading of the parkway which is required to give a uniform slope from the limit of sod restoration to the top of the curb shall be included in this item, wherever the top of curb is not substantially lowered. If the proposed top of curb is substantially lowered (three inches or greater), then payment shall be made for the grading and removal of the parkway under the item EARTH EXCAVATION. Unless otherwise directed by the Engineer, the topsoil and sod shall be placed after the installation of the binder course and before the installation of the hot-mix asphalt surface course.

The Contractor shall be responsible for weed prevention and removing any weeds prior to the placement of the sod. The Contractor will be responsible for keeping all weeds under 6" in height and will be responsible for mowing weeds within 72 hours of notice from the Engineer. If proper measures are not met by the Contractor to control weeds, then the Village reserves the right to correct this issue at the expense of the Contractor. The method of weed control and weed removal must be approved by the Engineer. Before sod is placed the topsoil shall be rototilled by the Contractor and all weeds removed from topsoil. Sod installation will not be paid for unless topsoil is approved by the Engineer prior to sod placement. All weed control and weed removal shall be included in the cost of this item.

The topsoil and subgrade shall be thoroughly compacted along newly installed concrete by a compaction method approved by the Engineer.

Basis of Payment: This item shall be at the Contract unit price per Square Yard for TOPSOIL FURNISH AND PLACE, 4".

#### **INLET FILTERS**

This item shall include the furnishing, installation, and removal of a drainage structure inlet filter assembly, consisting of a frame and filter bag, to collect sediment in surface stormwater runoff at locations shown on the Plans or as directed by the Engineer be in accordance with Section 280 of the Standard Specifications and the details on the Plans.

The inlet filter shall be inspected weekly and after a 0.5 inch or larger rain event by the Engineer.

The Engineer will report any issues, via verbal or written communication, that need to be addressed by the Contractor. All issues presented shall be addressed and corrected within twenty-four (24) hours of notice.

Cleaning of the filter bags shall be included in this item. The cleanings shall be performed weekly, or as needed to keep the bags from reaching 75% of their storage capacity, for the duration of the use of each drainage structure inlet filter assembly. The Engineer shall be the sole judge of the need for cleaning, based on the rate that debris and silt is collected at each location. Also included shall be the off-site disposal of the material which is removed from the bags.

Basis of Payment: The work will be paid for at the Contract unit price per EACH for INLET FILTERS.

#### PORTLAND CEMENT CONCRETE BASE COURSE, 4"

This item shall include the placement of a four-inch (4") Portland Cement Concrete base course at locations shown on the plans or as directed by the Engineer. The work shall be performed in accordance with Section 353 of the "Standard Specifications for Road and Bridge Construction".

Brick pavers will be placed on a prepared 4" concrete base course. The work shall be performed in accordance with Section 353 of the "Standard Specifications for Road and Bridge Construction". The surface of the concrete base shall be three and one quarter inches (3 ¼") beneath the finished paver grade to allow sufficient room for the brick pavers to be placed. The concrete base course shall be placed upon a cushion of compacted crushed stone, Gradation CA-6, having a minimum thickness of four inches (4"). One inch (1") holes shall be drilled through the concrete base course into the aggregate to provide for drainage as shown in the Plan details or directed by the Engineer. The cost for this work shall be paid under this item.

A Class PP concrete mix shall be used for this item.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard for PORTLAND CEMENT CONCRETE BASE COURSE, 4".

#### HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT

This item will consist of the removal of the existing hot mix asphalt surface necessary to provide the profile of the proposed pavement cross section within the butt joint areas on the project. The asphalt pavement areas will be milled to allow for 2" of HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50.

This item shall include the shaping and compacting of any aggregate base that is exposed during grinding operations. Sufficient milling or grinding passes shall be made over the existing pavement so that all irregularities and high spots are eliminated from the pavement's surface before it is overlaid with new material. All but joints are included under this pay item and shall be saw-cut no more than twenty-four (24) hours prior to the placement of the bituminous surface.

The equipment and construction methods for this item will conform to Article 440.03 of the Standard Specifications for Road and Bridge Construction. Hot-Mix Asphalt Surface Removal shall be measured in place and the area computed in square yards for the total increment of material removed. The area measured shall be paid for only once regardless of the number of passes needed to remove the material.

Basis of Payment: This work will be paid for at the Contract unit price per Square Yard of HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT.

#### PORTLAND CEMENT CONCRETE SURFACE REMOVAL – BUTT JOINT

This item will consist of the removal of the existing Portland Cement Concrete pavement surface necessary to provide the profile of the proposed pavement cross section within the butt joint areas on the project. The concrete pavement areas will be milled to allow for 2" of HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50.

This item shall include the shaping of the concrete base that is exposed during grinding operations. Sufficient milling or grinding passes shall be made over the existing pavement so that all irregularities and high spots are eliminated from the pavement's surface before it is overlaid with new material. All butt joints are included under this pay item and shall be saw-cut no more than twenty-four (24) hours prior to the placement of the bituminous surface.

The equipment and construction methods for this item will conform to Article 440.03 of the Standard Specifications for Road and Bridge Construction. Portland Concrete Cement Surface Removal shall be measured in place and the area computed in square yards for the total increment of material removed. The area measured shall be paid for only once regardless of the number of passes needed to remove the material.

Basis of Payment: This work will be paid for at the Contract unit price per Square Yard of PORTLAND CEMENT CONCRETE SURFACE REMOVAL – BUTT JOINT.

#### **INCIDENTAL HOT-MIX ASPHALT SURFACING**

This item shall be installed in areas where hot-mix asphalt surface not part of the street

pavements is to be replaced as part of the project or as directed by the Engineer. The hot-mix asphalt surface course shall be installed with a thickness of three-inches (3"). The surface course shall be placed in accordance with Section 408 of the "Standard Specifications for Road and Bridge Construction".

The material shall be as shown in the paving mix chart on the plans.

The removal of the existing surface, preparation of the base, and the addition of any aggregate base shall be paid for under the item for HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL.

Basis of Payment: The work will be paid for at the Contract unit price per Ton for INCIDENTAL HOT-MIX ASPHALT SURFACING.

#### **PROTECTIVE COAT**

This item will include the placement of protective coat on all exposed concrete surfaces at locations shown on the Plans or as directed by the Engineer. Regardless of when the concrete is placed, a protective coat shall be applied to all concrete curb and gutter, driveways, concrete pavement, and sidewalks in accordance with the requirements of Article 420.21 of the "Standard Specifications for Road and Bridge Construction".

Two complete applications will need to be made prior to payment being made.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard of PROTECTIVE COAT.

#### **DETECTABLE WARNINGS**

This item shall include the placement of detectable warnings at locations shown on the Plans or as directed by the Engineer. This item shall be installed simultaneously with PORTLAND CEMENT CONCRETE SIDEWALK, 5".

Work shall be performed according to the Americans with Disabilities Act, IDOT Standard 424001-11, as well as Article 424 of the Standard Specifications.

The detectable warning shall be Vitrified Polymer Composite, Cast in Place, Detectable/Tactile Warning Surface Tile. The tile shall be "brick red" in color and 24" x 60" in size or as needed as directed by the Engineer.

The composite paver tile used in this project shall be manufactured by ADA Solutions, Inc. (<a href="www.ADATILE.com">www.ADATILE.com</a>), Armor-Tile, or Tuff-Tile. The paver tiles shall be installed according to the manufacturer's installation procedures.

This item shall not be a "Surface-Applied" product.

Immediately following the installation of PORTLAND CEMENT CONCRETE SIDEWALK, 5", the detectable warning shall be pressed into the concrete. The detectable warning shall be tamped with a vibrating mechanism upon installation, and the factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile. No concrete shall be removed in the area to receive the detectable warning to ensure a strong lock with the concrete. The top of the domes shall be set level to the adjacent concrete on the top and sides of the ramp. This item shall be installed in full accordance with the manufacturer's recommendations.

Basis of Payment: The work will be paid for at the Contract unit price per Square Foot of DETECTABLE WARNINGS.

#### PAVEMENT REMOVAL

This item shall include the removal of existing concrete pavement or concrete pavement overlaid with asphalt in order to allow for the construction of proposed street pavements and alley returns. The work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction".

This item shall include removal of the pavement and any additional excavation to reach the proposed subgrade.

All pavement removal areas shall be saw-cut full depth along their perimeter prior to the removal of the pavement. The use of drop hammers will not be allowed for breaking these pavements.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard for PAVEMENT REMOVAL.

#### DRIVEWAY PAVEMENT REMOVAL

This work shall be done in accordance with Section 440 of the Standard Specifications with the exception that it will also include the removal of concrete, brick, block, aggregate, flagstone, and bituminous driveway pavements.

The use of drop hammers will not be allowed for breaking these pavements. The driveways shall be excavated to the subgrade of the proposed driveway, which shall be included in this item. At locations that proposed driveway pavement is indicated on the plans where none currently exists, the excavation for the proposed driveway pavement shall be paid for under this pay item. All driveway pavement removal areas shall be saw-cut full depth along their perimeter prior to the removal of the driveway pavement.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard for DRIVEWAY PAVEMENT REMOVAL.

#### COMBINATION CURB AND GUTTER REMOVAL

This item shall include the removal of the existing combination curb and gutter at locations indicated on the Plans or as directed by the Engineer. The work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction".

Included in this item is the removal of all types of curb encountered on the Project. This includes but is not limited to barrier curb. Also included in this item is the removal and disposal of any asphalt that has been overlaid into the gutter of any curb that is designated for removal. This item shall also include any excavation beneath or behind the curb and gutter necessary to install the proposed curb and gutter, including a minimum of two inches (2") below the proposed curb and gutter to allow for compacted crushed stone bedding, Gradation CA-6.

Where the curb and gutter abuts a concrete pavement or concrete base, a full-depth saw-cut shall be made six inches (6") from the edge of pavement for the entire length of curb and gutter removal to allow for the neat removal of the curb and gutter and the placement of a gutter board in forming for the new curb. The removal of the six-inch (6") wedge of concrete pavement in front of the curb and gutter shall be included under this item.

All removal shall terminate at existing expansion joints or at saw-cut lines as determined by the Engineer. The existing pavements abutting the curb and gutter shall be protected while removal work is being done to avoid unnecessary pavement restoration. Any restoration to repair damaged pavement shall be paid for at the contractor's expense.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of COMBINATION CURB AND GUTTER REMOVAL.

#### SIDEWALK REMOVAL

This item shall include the removal of sidewalk at locations shown on the Plans or as directed by the Engineer. The work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction".

The removal of concrete, brick, flagstone and hot-mix asphalt sidewalks shall all be included in this item. These sidewalks shall be excavated to the subgrade of the proposed sidewalk, including the two inch (2") crushed stone cushion, which shall be included in this item. At locations that proposed sidewalk is indicated on the Plans where none currently exist, the excavation for the proposed sidewalk shall be paid for under this pay item.

At locations where the sidewalk is required to be lowered by an amount greater than three inches (3") the material removed shall be included in the item for EARTH EXCAVATION. Grading changes less than three inches (3") shall be included in this item.

Basis of Payment: The work will be paid for at the Contract unit price per Square Foot of SIDEWALK REMOVAL.

#### STORM SEWERS, CLASS B, TYPE 2, 10"

This item shall include the storm sewer that connects drainage structures to other drainage structures and to the existing sewer system. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

All pavement removal, excavation, and removal of existing pipe shall be included under this item. The pipe bedding and backfill to twelve inches (12") above the top of pipe will also be included in this item. Pipe bedding and backfill shall be Gradation CA-7.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of STORM SEWER, CLASS B, TYPE 2, 10".

#### DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

This item shall include the adjustment of water service boxes or valve boxes that require replacement parts due to existing damage or proposed grade change. The water service boxes are

located within the limits of proposed curb, sidewalk, driveway pavement, hot-mix asphalt pavement, and grassed parkways.

The replacement parts shall consist of Tyler Union 29U-Domestic Heavy Duty Cast Iron Curb, Service, and Valve Boxes and subsequent components. Sizes range from 19" to 72" (not including risers or extensions) and shall be of the Adjustable Slip and Screw type. The parts shall contain an asphaltic bituminous coating applied to a minimum thickness of 1.5 mil and shall be installed in full accordance with the manufacturer's recommendations.

The Contractor shall adjust these water service boxes or valve boxes to their final grade. This price shall include all costs for furnishing the labor, equipment, and materials necessary to excavate around the existing water service box, install the replacement part(s), and install bedding or backfill to allow for placement of the proposed curb, sidewalk, driveway pavement, hot-mix asphalt pavement or topsoil and sod.

The depth of repair shall be approved by the Engineer. It is anticipated that most water service boxes and valve boxes to be adjusted will only require replacement of the top section of the service box. If it is determined by the Engineer that additional replacement parts are required, including extensions or bottom sections connecting to the existing curb stop, the cost to perform this work shall also be included in this item.

Water service boxes and valve boxes that can be adjusted to final grade without replacement parts shall not be paid for under this item but shall be included in the Contract.

Any water service boxes or valve boxes damaged during construction shall be replaced at the Contractor's expense.

Basis of Payment: The work will be paid for at the Contract unit price per Each of DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED.

#### PIPE UNDERDRAINS, TYPE 1, 6"

This item shall include the furnishing and installation of perforated 6" polyvinyl chloride (PVC) underdrain from CLEANOUTS to STORM SEWER, CLASS B, TYPE 2, 6", in accordance with Article 601 of the "Standard Specifications," at locations shown on the Plans or as directed by the Engineer.

The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241. The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the

"Standard Specifications for Water and Sewer Main Construction". Connection to proposed underdrain shall be made with a 6" x 6" PVC wye fitting paid under STORM SEWER CONNECTION.

The underdrain will be wrapped in a nonwoven geotechnical fabric envelope meeting the requirements of Article 1080. All pavement removal, excavation, and removal of existing pipe shall be included under this item. The cost of this work will be included under this item.

The pipe bedding and backfill will not be included in this item but will be paid under STRUCTURAL SOIL.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of PIPE UNDERDRAINS, TYPE 1, 6".

#### CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID

This item consists of furnishing and installing a four-foot (4') diameter catch basin at locations shown on the Plans and in accordance with the details shown on the Plans. The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be allowed.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the proposed structure shall be included in the cost of the structure. All trench backfill and bedding will also be included in the cost of the structure.

The new frames on catch basins and inlets shall be Neenah Foundry No. R-2504. All open lids will have a Type D grate. Any substitution must be approved by the Village in writing before it is accepted.

The removal of structures where a new structure is to be installed in the same location will not be paid for separately but shall be included in the cost of the new structure.

Basis of Payment: The work will be paid for at the Contract unit price per Each of CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID.

#### CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID

This item consists of furnishing and installing a Type 'C' Catch Basin at the locations shown on the Plans and in accordance with the details shown on the Plans. The Contractor will be

responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be allowed.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the proposed structure shall be included in the cost of the structure. All trench backfill and bedding will also be included in the cost of the structure.

The new frame shall be Neenah Foundry No. R-2504 and the lid shall have a Type D grate. Any substitution must be approved by the Village in writing before it is accepted.

The removal of structures where a new structure is to be installed in the same location will not be paid for separately but shall be included in the cost of the new structure.

Basis of Payment: The work will be paid for at the Contract unit price per Each for CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID.

#### MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID

This item consists of furnishing all work and materials, including the necessary cast iron frames and lids, necessary to construct a manhole of the size indicated, in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans.

The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be required.

All trench backfill and bedding used to fill around the new structure will be included in the cost of this item. Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the structure to be installed shall be included in the cost of the structure to be installed.

The new frames shall be Neenah Foundry No. R-1713. All closed lids on manholes will be self-sealing with recessed pick holes and shall have the word "SANITARY" or "STORM" cast in raised letters upon the lid as well as "VILLAGE OF BROOKFIELD."

Basis of Payment: This work will be paid for at the Contract unit price Each for MANHOLES, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID.

#### INLETS, TYPE A, TYPE A FRAME, OPEN LID

This item shall consist of furnishing and installing an inlet at the locations shown on the Plans and in accordance with the details shown on the Plans. The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be allowed.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the proposed structure shall be included in the cost of the structure. All trench backfill and bedding will also be included in the cost of the structure.

The new frame shall be Neenah Foundry No. R-2504 and the lid shall have a Type D grate. Any substitution must be approved by the Village in writing before it is accepted.

The removal of structures where a new structure is to be installed in the same location will not be paid for separately but shall be included in the cost of the new structure.

Basis of Payment: The work will be paid for at the Contract unit price per Each of INLETS, TYPE A, TYPE 1 FRAME, OPEN LID.

#### CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID

This item shall include the adjustment of existing catch basins or inlets with a new, open lid frame at locations shown on the plans or as directed by the Engineer. The new frames on catch basins shall be Neenah Foundry No. R-2504. All open lids will have a Type D grate. Any substitution must be approved by the Village in writing before it will be accepted.

Structures, which are located in the curb and gutter, shall not be adjusted to final grade until the curb and gutter has been placed to within six feet (6') of each side of the structure. At this time the Contractor may adjust the structure to the proper elevation to achieve drainage of the curb and gutter.

Frames located in the curb and gutter shall be pitched 1-1/2". Frames located in the pavement shall be pitched to match the cross slope of the pavement. The Contractor may use solid pieces of concrete or brick as shims to pitch the frame. The use of rocks to adjust the frames will not be permitted. The shims must also be placed in a bed of mortar at the time of the adjustment. The Contractor shall not shim the frame and then come back later to mortar the voids between the frame and the structure.

The Contractor shall take care when setting the structure so as to ensure that a nine inch (9") frame and the minimum 2" of grade rings can be placed on top of the uppermost precast section of the structure in order to reach the finished grade.

The Contractor shall not place mastic rope between concrete rings and between the rings and frame. The Contractor shall apply a one-quarter inch (1/4") layer of butyl rubber gasket sealant to the external diameter of the concrete grade adjustment rings.

Basis of Payment: The work will be paid for at the Contract unit price per Each of CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID.

#### VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID

This item consists of furnishing all work and materials, including the necessary cast iron frames and lids, necessary to construct a valve vault of the size indicated, in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans. A minimum of 2" and a maximum of 6" of adjustment rings will be required.

All trench backfill and bedding used to fill around the new structure will be included in the cost of this item. Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the structure to be installed shall be included in the cost of the structure to be installed.

The new frames shall be Neenah Foundry No. R-1713. All closed lids on manholes will be self-sealing with recessed pick holes and shall have the word "WATER" cast in raised letters upon the lid as well as "VILLAGE OF BROOKFIELD."

Openings shall be cast into the lower barrel section to allow the water main to pass through the vault. The openings shall be large enough so no part of the barrel section rests directly on the water main or fittings. The void between the pipe and barrel shall be sealed with cement brick and mortar and a coat of mortar one-half inch (1/2") thick applied on the inside and outside of the brick and mortar void. This item shall include all costs for furnishing labor, materials, and equipment necessary to construct this item in accordance with the Specifications.

Basis of Payment: The work will be paid for at the Contract unit price per Each of VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID.

## MANHOLES AND VALVE VAULTS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID

This item shall include the adjustment of existing manholes and valve vaults with a new, closed lid frame at locations shown on the plans or as directed by the Engineer. The new frames on manholes and valve vaults shall be Neenah Foundry No. R-1713. All closed lids on manholes and valve vaults will be self-sealing with recessed pick holes and shall have the word "SANITARY", "STORM" or "WATER" cast in raised letters upon the lid as well as "VILLAGE OF BROOKFIELD."

All proposed and existing structures located within the pavement are to be adjusted to finish grade after the hot-mix asphalt binder course has been placed. The pavement disturbed by the adjustment will be replaced with eight inches (8") of concrete base course to the grade of the hot-mix asphalt base course. Concrete used for adjustments of manholes or valves vaults within the pavement limits on Grand Boulevard will be a PP-2 mix. The removal and replacement of the pavement shall be included as part of this item. The pavement shall be saw-cut to full depth in a 5' x 5' square prior to removal.

The Contractor shall take care when setting the structure so as to ensure that a nine inch (9") frame and the minimum 2" of grade rings can be placed on top of the uppermost precast section of the structure in order to reach the finished grade.

The Contractor shall not place mastic rope between concrete rings and between the rings and frame. The Contractor shall apply a one-quarter inch (1/4) layer of butyl rubber gasket sealant to the external diameter of the concrete grade adjustment rings.

Frames located in sidewalk or driveway pavement shall be pitched to match the cross slope of the surface.

Basis of Payment: The work will be paid for at the Contract unit price per Each of MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID or VALVE VAULTS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID

#### MANHOLES TO BE RECONSTRUCTED

This item consists of furnishing all work and materials necessary for the reconstruction of manholes in accordance with Section 602 of the "Standard Specifications", the plans and conforming to the lines, grades, and dimensions shown on the construction plans or as directed by the Engineer.

The reconstruction work shall <u>not</u> disturb the existing bench but shall be concentrated upon the replacement of all defective barrel, cone, and adjustment sections. The Engineer shall mark the depth to which the structure shall be reconstructed prior to the beginning of the work on the structure. For sewer structures that are reconstructed below the depth of existing/proposed pipes, the precast barrel/cone sections shall be supplied with watertight, flexible rubber connectors at each pipe opening. The pavement disturbed by the reconstruction will be replaced with concrete base course to the grade of the hot-mix asphalt binder course.

Only precast concrete barrel, cone, flat top, and adjustment ring sections shall be used to replace defective sections of the structure. It shall be the Contractor's responsibility to determine the size of the existing structure. No additional payment shall be made for the various sizes of structures encountered. All debris shall be removed from the bench regardless of whether it resulted from the construction project. This item shall also include the adjustment of the frame and lid of the structure to be reconstructed.

All precast cone sections will have a flat surface on the bottom edge that rests on the remaining portion of the existing structure.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the proposed structure shall be included in the cost of the structure. All trench backfill and bedding will also be included in the cost of the structure.

Basis of Payment: The work will be paid for at the Contract unit price per Each of MANHOLES TO BE RECONSTRUCTED.

#### FRAMES AND LIDS TO BE ADJUSTED

This item shall include adjusting all frames and lids located within the curb and gutter as depicted on the Plans or directed by the Engineer.

Structures shall not be adjusted to final grade until the curb and gutter has been placed to within six feet (6') of each side of the structure. At this time the Contractor may adjust the structure to the proper elevation to achieve drainage of the curb and gutter.

All proposed and existing structures located within the pavement are to be adjusted to finish grade after the hot-mix asphalt binder course has been placed. The pavement disturbed by the adjustment will be replaced with eight inches (8") of concrete base course to the grade of the hot-mix asphalt base course. The removal and replacement of the pavement shall be included as part of this item. The pavement shall be saw-cut to full depth in a 5' x 5' square prior to removal.

Frames located in the curb and gutter shall be pitched 1-1/2". Frames located in the pavement shall be pitched to match the cross slope of the pavement. The Contractor may use solid pieces of concrete or brick as shims to pitch the frame. The use of rocks to adjust the frames will not be permitted. The shims must also be placed in a bed of mortar at the time of the adjustment. The Contractor shall not shim the frame and then come back later to mortar the voids between the frame and the structure.

The Contractor shall take care when setting the structure so as to ensure that a nine inch (9") frame and the minimum 2" and maximum of 6" of grade rings shall be placed on top of the uppermost precast section of the structure in order to reach the finished grade.

The Contractor shall not place mastic rope between concrete rings and between the rings and frame. The Contractor shall apply a one-quarter inch (1/4") layer of butyl rubber gasket sealant to the external diameter of the concrete grade adjustment rings.

Frames located in sidewalk or driveway pavement shall be pitched to match the cross slope of the surface.

Basis of Payment: The work will be paid for at the Contract unit price per Each of FRAMES AND LIDS TO BE ADJUSTED.

#### **CONCRETE CURB, TYPE B**

This work shall include constructing Portland Cement Concrete barrier curb. The barrier curb shall be constructed in accordance with Section 606 of the Standard Specifications and the details for this item as shown on the Plans.

The barrier curb shall be placed upon a compacted crushed stone bedding, Gradation CA-6, having a minimum thickness of two inches (2"). The cost for the 2" stone cushion shall be included in this item.

Between four (4) and twenty-four (24) hours after the curb has been placed, contraction joints two inches (2") in depth, shall be saw-cut at a maximum of a 15' spacing and at certain other locations as may be designated by the Engineer. These joints shall then be sealed according to the requirements of Article 420.14(a) of the "Standard Specifications for Road and Bridge Construction". At locations where the proposed curb meets existing curb, and expansion joint will be installed with 2 - 18" long, 3/4" diameter, epoxy coated, steel dowel bars drilled into the existing curb. The cost of this work will be included in this item.

After removal of the "back of curb" form, the excavated area behind the curb designated for

sodding shall be immediately backfilled with select non-organic earth backfill in preparation for the placement of the topsoil. All areas where concrete or asphalt is to be installed along the back of curb shall be backfilled with crushed stone, gradation CA-7 and properly compacted. The costs for the placement of the required backfill material shall be included in the cost of this item.

One inch (1") thick wooden forms will be used in the forming of all radius sections of curb and gutter. Masonite and steel forms will not be allowed.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of CONCRETE CURB, TYPE B.

# COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 AND COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED)

This item shall include the construction of combination concrete curb and gutter type B-6.12 at locations directed by the Engineer.

For COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED), a six inch (6") wide concrete wedge shall be installed along the edge of pavement. The pavement shall be saw cut six inches (6") from the edge of pavement and removed to allow for framing of the purposed curb and gutter prior to removing the curb. After the curb has been placed and the forms have been removed, the void between the existing base and the new gutter shall be filled with a minimum thickness of nine inches (9") of concrete. The concrete shall be set three inches (3") below the proposed edge of pavement. The placement of the concrete wedge shall be included in this item.

All curb shall be placed on a cushion of 2" compacted aggregate, Gradation CA-6 which shall be included in the cost of this item.

The construction of the combination concrete curb and gutter shall be in accordance with Section 606 of the Standard Specifications and the details for this item as shown on the Plans. The proposed gutter flag shall have a minimum thickness of ten inches (10"). The height of the curb head shall vary in accordance with the grades shown on the Plans or as directed by the Engineer.

Proposed curb and gutter to be placed next to frame and lids to be adjusted, shall be framed and installed per the 'Gutter at Drainage Structure' detail shown in the plans. The labor, equipment, and material to install the curb and gutter per the detail, shall be included in this item.

At any locations where sidewalk, driveways, or concrete median are adjacent to the back of curb, the area behind the curb shall be backfilled with crushed stone meeting the CA-7 gradation. The

price for furnishing and installing the crushed stone shall be considered included in this item.

Between four (4) and twenty-four (24) hours after the curb has been placed, contraction joints two inches (2") in depth, shall be saw-cut at a maximum of a 15' spacing and at certain other locations as may be indicated by the Engineer. These joints shall then be sealed according to the requirements of Article 420.14(a) of the "Standard Specifications for Road and Bridge Construction". At locations where the proposed curb meets existing curb, and expansion joint will be installed with 2 - 18" long, 3/4" diameter, epoxy coated, steel dowel bars drilled into the existing curb. The cost of this work will be included in this item.

It shall be the Contractor's responsibility to provide for curb depressions to be constructed where public sidewalks are to be ramped at curb crossings. The depressions shall be constructed in basic compliance with the Accessibility Guidelines as detailed in the Americans with Disabilities Act (ADA).

After removal of the "back of curb" form, the excavated area behind the curb shall be immediately backfilled with select earth backfill in preparation for the placement of the topsoil. The void behind the curb and gutter will be backfilled with crushed stone, gradation CA-7, in all areas where concrete or hot-mix asphalt pavement is to be constructed. The placement of the required backfill material will be included in the placement of the curb and gutter.

One inch (1") thick wooden forms will be used in the forming of all radius sections of curb and gutter. Masonite and steel forms will not be allowed.

Basis of Payment: The work will be paid for at the Contract unit price per foot of COMBINATION CONCRETE CURB AND GUTTER TYPE B-6.12 and COMBINATION CONCRETE CURB AND GUTER TYPE B-6.12 (MODIFIED).

# AGGREGATE BASE REPAIR

After the existing hot-mix asphalt has been removed and the existing aggregate base has been exposed, there may be areas that require additional stone to achieve the proposed base section for the placement of three and one half inches (3 ½") of new hot-mix asphalt. This item shall include the furnishing and placement of any additional aggregate necessary to allow for the placement of the required thickness of new hot-mix asphalt. The stone utilized shall be Gradation CA-6. This item will be used in coordination with PREPARATION OF BASE (SPECIAL) to obtain the finished aggregate base before the hot-mix asphalt is installed.

Basis of Payment: The work will be paid for at the Contract unit price per Ton for AGGREGATE BASE REPAIR.

## **DRAINAGE RESTRICTOR**

This item shall include the installation of "retrofit" type restrictors with a trap as shown in the details on the Plans into existing catch basins that do not have an existing trap.

The restrictor and trap shall consist of a length of six inch (6") polyvinyl chloride (PVC) sewer with a 6" x 6" tee with a six inch (6") plug installed on the end of the existing pipe on the interior of the drainage structure. The six inch (6") PVC pipe shall have at least twenty four inches (24") of length in to the existing pipe. The Contractor shall use brick and mortar to secure the six inch (6") PVC pipe securely into the existing pipe.

Basis of Payment: The work will be paid for at the Contract unit price per Each for DRAINAGE RESTRICTOR.

# TREE GRATE REMOVAL

This item shall include removal or existing tree grate and frames at locations shown on the Plans or as directed by the Engineer. The Contractor shall be responsible for completely removing all components of the existing tree grate and delivering to the Village of Brookfield Public Works Yard located at 4545 Eberly Avenue.

Basis of Payment: The work will be paid for at the Contract unit price per Each of TREE GRATE REMOVAL.

#### REMOVAL AND REINSTALL BRICK PAVER

This item shall include the removal, storage, installation, and cleaning of existing brick pavers at locations shown on the Plans or as directed by the Engineer.

The Contractor shall be responsible for carefully removing and storing the existing brick pavers so as not to cause any damage to the pavers. The existing brick pavers shall be installed in their original pattern after the installation of adjacent curb and gutter, sidewalk, 4" concrete base, or 8" concrete base.

A filter fabric shall be installed on the Portland Cement Concrete Base Course prior to the placement of the sand cushion which shall extend up along the back of concrete curb or band to the elevation of the top of the brick sidewalk. The filter fabric shall be non-woven. Sand shall be spread over the filter fabric with a 1" thickness and leveled to required slope and grade. The bed shall not be compacted until pavers are installed. Pavers with chips, cracks or other aesthetic

defects shall not be used. Pavers shall be set true to line and grade and be tightly butted. Joints between pavers shall not exceed 1/8". The pavers shall be compacted by a mechanical vibratory compactor on the surface until pavers are uniformly level, true to grade, and immobilized. Where required, pavers shall be cut with a masonry or concrete saw. Edges shall be plumb and straight. Scoring and breaking will not be acceptable.

A rigid edge strip shall be installed in all areas where pavers are to be installed against a surface other than concrete if applicable.

Included in this item, the Contractor shall clean all existing brick pavers after installation by pressure washing or other cleaning method as determined by the Engineer. After cleaning has been completed and approved by the Engineer, the joints between pavers shall be filled by sweeping sharp sand into the joints. When joints are filled, paver surfaces shall be swept clean of sand. Cleaning of all existing brick will be included under this item.

The contractor is responsible for protection and storage of the existing brick pavers which are removed during the construction process. If any of the existing brick pavers are damaged while being removed or stored, the Contractor will be required to replace them at their expense. Any remaining brick pavers after replacement will be delivered to the Village.

Basis of Payment: The work will be paid for at the Contract unit price per Square Foot of REMOVE AND REINSTALL BRICK PAVER.

#### TREE GRATES

This item shall include the furnishing and installing of cast iron tree grates and frames at locations shown on the plans or as directed by the Engineer. The size of the frame and grate shall be 4' x 6'. The frame and grate shall be East Jordan 00869503 Tree Grate Set. The installation of the frame and grate shall be in accordance with the project details and the manufacturers recommended procedures. The Contractor shall submit shop drawings for review and approval prior to ordering.

The frames should butt together snugly, leaving as little gap as possible. Frame sections must be level and the tree grate seat must be in a true flat plane to prevent rocking of the grate. The tree grate frame shall be mounted into the CONCRETE RIBBON using a frame assembly as indicated in the details on the Plans. Payment for this work will be included in this item.

Basis of Payment: The work will be paid for at the Contract unit price per Each for TREE GRATES.

#### STORM SEWERS, CLASS B, TYPE 2, 8"

This item shall include the storm sewer that connects drainage structures located in the curb and gutter to other drainage structures and to the existing combined sewer system. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

All pavement removal, excavation, and removal of existing pipe shall be included under this item. The pipe bedding and backfill to twelve inches (12") above the top of pipe will also be included in this item. Pipe bedding and backfill shall be Gradation CA-7.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of STORM SEWER, CLASS B, TYPE 2, 8".

# <u>CONNECTION TO EXISTING DRAINAGE STRUCTURE AND CONNECTION TO EXISTING MANHOLE</u>

This item shall include core-drilling existing structures and the installation of watertight flexible rubber connectors. This item shall be used where proposed sewer is to be installed and connected to an existing structure.

All pipe connections to existing structures shall be made by core-drilling the wall of the existing structure and inserting an expandable, flexible rubber connector into the wall of the existing structure. The connector shall conform to ASTM C-443 & C-923 and include a stainless-steel band.

The existing structure shall be core drilled with a mechanical powered rotary core drill. The hole shall be watertight with the connector. The use of mortar, brick, or rock shall not be permitted to fill in voids.

If it is not possible to core drill a hole into the existing structure, then the connection shall be made by pouring a concrete collar around the pipe connection to the structure in accordance with MWRD requirements. The Contractor shall obtain Engineer approval prior to making connection to existing structure using a concrete collar.

Basis of Payment: The work will be paid for at the Contract unit price per Each of CONNECTION TO EXISTING DRAINAGE STRUCTURE and CONNECTION TO

#### EXISTING MANHOLE.

## TEMPORARY ACCESS (PRIVATE ENTRANCE)

The contractor shall construct and maintain aggregate or raised wooden ramps for temporary access to business or private entrances on Grand Boulevard according to Article 402.07 and as directed by the Engineer.

The ramps shall be constructed to the dimensions and grades as follows, except as modified by the plans or as directed by the Engineer. The minimum width shall be five feet (5'). The minimum compacted thickness shall be six inches (6"). The maximum grade shall be eight percent (8%), except as required to match the existing grade. The raised wooden ramps shall extend over sidewalk that has been removed or is curing and shall have railings on each side to prevent pedestrians from falling. All ramps to be approved by Engineer prior to being opened for pedestrian use.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.

Basis of Payment: The work will be paid for at the Contract unit price per Each of TEMPORARY ACCESS (PRIVATE ENTRANCE).

# PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL

This item shall include the installation of an exposed-aggregate concrete sidewalk at locations shown on the Plans or as directed by the Engineer. Work shall be performed according to the Americans with Disabilities Act, IDOT Standard 424001-11, as well as Article 424 of the "Standard Specifications."

The five inch (5") sidewalk shall consist of a 6.1 bag pea gravel mix with an exposed aggregate surface and shall be constructed to the limits and grade required to blend with adjoining surfaces. Sidewalks shall be placed on two inches (2") of material conforming to Subbase Granular Material, Type B. Expansion joints three quarters of an inch (¾") thick shall be placed at intervals of not more than fifty feet (50"). At driveway apron locations, the depth of concrete shall be increased to seven inches (7"). It is the Contractor's responsibility to verify the workability and strength attainment of this mixture prior to production. Sidewalk shall be sealed with Increte Systems Crystal Clear VOC Concrete Sealer. This product is a 100% pure acrylic low VOC concrete sealer. This work shall be included in the cost of this item.

Basis of Payment: The work will be paid for at the Contract unit price per Square Foot of

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL.

# **DETECTABLE WARNINGS (SPECIAL)**

This item shall include the placement of radial detectable warnings at locations shown on the Plans or as directed by the Engineer. This item shall be installed simultaneously with PORTLAND CEMENT CONCRETE SIDEWALK, 5".

Work shall be performed according to the Americans with Disabilities Act, IDOT Standard 424001-11, as well as Article 424 of the Standard Specifications.

The composite paver tile used in this project shall be manufactured by ADA Solutions, Inc. (www.ADATILE.com) or Armor-Tile or Tuff-Tile. The paver tiles shall be installed according to the manufacturer's installation procedures and shall be "Brick Red" in color.

This item shall not be a "Surface Applied" product.

Immediately following the installation of PORTLAND CEMENT CONCRETE SIDEWALK, 5", the detectable warning shall be pressed into the concrete. The detectable warning shall be tamped with a vibrating mechanism upon installation, and the factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile. No concrete shall be removed in the area to receive the detectable warning to ensure a strong lock with the concrete. The top of the domes shall be set level to the adjacent concrete on the top and sides of the ramp. This item shall be installed in full accordance with the manufacturer's recommendations.

Basis of Payment: The work will be paid for at the Contract unit price per Square Foot of DETECTABLE WARNINGS (SPECIAL).

## PORTLAND CEMENT CONCRETE SURFACE REMOVAL (VARIABLE DEPTH)

This item shall include the removal of the existing concrete surface necessary to provide the profile of the proposed pavement on finished concrete pavements. The work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction".

The anticipated typical removal depth is to be 2 ¾ inches below the gutter flag. However, the removal depth may vary according to the existing conditions encountered and may therefore include full width removal of 3 inches or more if such conditions require.

This item shall include the shaping of the concrete base that is exposed during grinding operations. Sufficient milling or grinding passes shall be made over the existing pavement so that all irregularities and high spots are eliminated from the pavement's surface before it is overlaid with new material. All but joints are included under this pay item and shall be saw-cut no more than twenty-four (24) hours prior to the placement of the bituminous surface.

The equipment and construction methods for this item will conform to Article 440.03 of the Standard Specifications for Road and Bridge Construction. Portland Concrete Cement Surface Removal shall be measured in place and the area computed in square yards for the total increment of material removed. The area measured shall be paid for only once regardless of the number of passes needed to remove the material.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard of PORTLAND CEMENT CONCRETE SURFACE REMOVAL (VARIABLE DEPTH).

# HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This item consists of the removal of the existing hot-mix asphalt surface necessary to provide the profile of the proposed pavement cross section.

The anticipated typical removal depth is to be three and one quarter inches (3 ½") below the gutter flag. However, the removal depth may vary according to the existing conditions encountered and may therefore include full width removal of three inches (3") or more if such conditions require.

Milling is to occur in passes which will profile the roadway to the new proposed crown and crown elevations. Milling to achieve the proposed roadway profile and elevations will be included in the cost of this item. This item shall include the removal of any concrete or stone base course that is necessary to achieve the required section and the shaping and compacting of any aggregate base that is exposed during grinding operations.

Sufficient milling or grinding passes shall be made over the existing pavement so that all irregularities and high spots are eliminated from the pavement's surface before it is overlaid with new material.

The equipment and construction methods for this item will conform to Article 440.03 of the Standard Specifications for Road and Bridge Construction. Hot-Mix Asphalt Surface Removal will be measured in place and the area computed in square yards for the total increment of material removed. The area measured will be paid for only once regardless of the number of passes needed to remove the material.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard of HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

## **TEMPORARY PATCHING**

This item shall include the installation and removal of any temporary hot-mix asphalt surface patches of utility trenches shown on the plans or as directed by the Engineer.

The contractor shall remove any existing asphalt surface or aggregate to allow for the placement of a minimum of two inches (2") of new hot-mix asphalt placement. The hot-mix asphalt surface course shall be installed and compacted with a minimum thickness of two inches (2") and match the existing adjacent hot-mix asphalt surface in accordance with Section 408 of the "Standard Specifications for Road and Bridge Construction".

The material will be as shown in the paving mix chart on the plans.

For areas to be resurfaced on the plans, this item shall also include removal of the temporary asphalt patch once the contractor begins Class B or Class D patching of the pavement.

The Contractor is responsible for maintaining the temporary patching for its duration. Any necessary reapplication of material, regrading, or other required maintenance of temporary patching will be included in this item.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard of TEMPORARY PATCHING.

#### STORM SEWER CONNECTION

This item shall include the furnishing and installation 6" x 6" polyvinyl chloride (PVC) connections from PIPE UNDERDRAINS, TYPE 1, 6" to STORM SEWER, CLASS B, TYPE 2, 6". The Contractor shall use a 6" x 6" PVC wye fitting to connect the underdrain to the storm sewer.

The fittings shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: The work will be paid for at the Contract unit price per Each of STORM

SEWER CONNECTION.

#### **CLEANOUTS**

This item shall include the furnishing and installation of a six inch (6") polyvinyl chloride (PVC) cleanout and connection to PIPE UNDERDRAINS, TYPE 1, 6" at locations shown on the Plans or as directed by the Engineer.

This item shall include PVC cap, riser section, and any fittings required to make a secure connection to the proposed underdrain on Grand Boulevard as shown in the details on the Plans. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

All pavement removal, excavation, and removal of existing pipe shall be included under this item. The pipe bedding and backfill will not be included in this item but will be paid under STRUCTURAL SOIL.

Basis of Payment: The work will be paid for at the Contract unit price per Each of CLEANOUTS.

# FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

This item shall include adjusting all frames and lids located within the pavement on streets to be resurfaced as depicted on the Plans or directed by the Engineer.

In addition to Article 603 of the Standard Specifications, this work shall include the removal of frames and lids on structures in the pavement prior to milling and/or excavating the roadway. A steel plate must be used to cover the opening until the adjustment can be performed.

After the placement of binder, a full depth saw cut of pavement around the structure must be made. The dimensions of the saw cut shall be a 5'x 5' box around the location of the frame. The existing pavement or temporary stone within this location shall then be removed and included in this item as part of the frame and lid adjustment. The adjustment box will be replaced with eight inches (8") of concrete base course to the grade of the hot-mix asphalt binder. Class PP-1 concrete within the 5' x 5' box with the exception of any structures located on Grand Boulevard which shall receive Class PP-2 concrete. This work shall be included in this item.

The Contractor shall take care when setting the structure so as to ensure that a nine inch (9")

frame and the minimum 2" and maximum of 6" of grade rings shall be placed on top of the uppermost precast section of the structure in order to reach the finished grade.

It will be the Contractor's responsibility to ensure all frames are adjusted to final surface grade.

The Contractor shall not place mastic rope between concrete rings and between the rings and frame. The Contractor shall apply a one-quarter inch (1/4") layer of butyl rubber gasket sealant to the external diameter of the concrete grade adjustment rings.

This work will not be paid for under this item when proposed drainage structures and utility structures are installed or being reconstructed as part of this project but shall be included in the respective proposed items.

Basis of Payment: The work will be paid for at the Contract unit price per Each of FRAMES AND LIDS TO BE ADJUSTED (SPECIAL).

#### REMOVE AND RE-ERECT EXISTING SIGN

This item shall include the removal, storage, and reinstallation of existing signs on the project that are not proposed to be replaced.

Existing village street name signs and other miscellaneous informational signs shall be removed by the contractor and stored in a secure location designated by the village during the course of construction. The contractor shall assume liability for lost or stolen signs and posts and shall replace these items at their own expense. The Engineer will determine what signs shall be removed. The existing sign posts shall also be removed (and stored along with the signs). Prior to removal, the Contractor shall document the location of each sign and post to serve as a guide during their replacement. If the current location cannot be reused for the sign posts the Contractor will be required to pour a 12" diameter concrete foundation to a depth of 42".

The existing street name signs shall be replaced as close to the original location as possible – unless otherwise directed by the Engineer. This new material will be included in the cost for this contract item. The manner of sign attachment shall be approved by the Engineer.

Basis of Payment: The work will be paid for at the Contract unit price per Each of REMOVE AND RE-ERECT EXISTING SIGN.

#### **EXPLORATORY EXCAVATION**

The uncertainties of the actual locations of existing underground utilities may result in the need

for exploratory excavations to be made to locate these utilities followed by the backfilling of these excavations. Whenever, in the opinion of the Engineer, it is necessary to explore and excavate in advance of the structure installation or pipe laying operation to determine the best line and grade for the construction of the proposed pipeline or to determine the elevation and location of existing utilities, the Contractor shall make explorations and excavations for such purposes. Any unauthorized excavation will not be paid for and will be acceptably backfilled at the Contractor's expense.

All excavations located in, or within two feet (2') of paved areas shall be backfilled with trench backfill materials and the surplus excavated materials disposed of by the Contractor as part of this item.

This item will be used to pay for any and all exploratory excavations. Extra billings on a time and material basis will not be considered or accepted for utility work.

This item shall include all costs for furnishing the labor and equipment for any exploratory excavation requested by the Engineer and for the required backfilling of said excavation as described in these specifications.

Basis of Payment: The work will be paid for at the Contract unit price per Cubic Yard of EXPLORATORY EXCAVATION.

## **SANITARY SEWER SERVICE 6"**

This item shall include any sections of sewer service pipe past the bend fitting of the connection that may require replacement. The Contractor shall be required to carefully remove the existing sewer service pipe until a structurally sound piece of pipe is exposed. The Engineer will determine the length of existing sewer service pipe to be replaced. The first four feet (4') of pipe from the sewer service connection will not be paid under this item and will instead be paid under 12" X 6", 15" X 6", OR 24" X 6" PVC SEWER SERVICE CONNECTIONS depending on the sewer size.

For 12" x 6" PVC Sewer Service Connections the pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction in Illinois".

For 15" x 6" and 24" x 6" PVC Sewer Service Connections the pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-3034. The

joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction in Illinois".

Basis of Payment: The work will be paid for at the Contract unit price per Foot of SANITARY SEWER SERVICE 6".

## **BRICK PAVER SIDEWALK**

This item shall include furnishing and installation of new brick pavers to be placed as shown on the Plans or directed by the Engineer. This work shall be in accordance with Section 1041 of the Standard Specifications for Clay Paving Bricks and the details shown on the plan. The pavers shall be installed in accordance with the manufacturer's recommendations, in the pattern shown on the details, so that they meet the elevation of the adjacent concrete surfaces.

The pavers are to match as closely as possible to the existing pavers to be reset under the item REMOVE AND REINSTALL BRICK PAVERS. The contractor shall submit shop drawings for review and the Village shall select the desired color prior to ordering.

The clay brick pavers will be 4" x 8", 2 1/4" thick, Holland-style clay brick pavers, Old Tavern model, as manufactured by Pinehall Brick Pavers, and are distributed locally by Aspen Valley Landscape Supply located in Lockport, Illinois (Telephone No. (708) 301-0703).

Brick pavers will be placed on a prepared 4" concrete base course. The work shall be performed in accordance with Section 353 of the "Standard Specifications for Road and Bridge Construction". The surface of the concrete base shall be three and one quarter inches (3 ½") beneath the finished paver grade to allow sufficient room for the brick pavers to be placed. The concrete base course shall be placed upon a cushion of compacted crushed stone, Gradation CA-6, having a minimum thickness of four inches (4"). One inch (1") holes shall be drilled through the concrete base course into the aggregate to provide for drainage as shown in the Plan details or directed by the Engineer. The cost for this work shall be paid under the item for PORTLAND CEMENT CONCRETE BASE COURSE, 4".

A filter fabric shall be installed on the Portland Cement Concrete Base Course prior to the placement of the sand cushion which shall extend up along the back of curb to the elevation of the top of the brick sidewalk. The filter fabric shall be non-woven. Sand shall be spread over the filter fabric with a 1" thickness and leveled to required slope and grade. The bed shall not be compacted until pavers are installed. Pavers with chips, cracks or other aesthetic defects shall not be used. Pavers shall be set true to line and grade and be tightly butted. Joints between pavers shall not exceed 1/8". The pavers shall be compacted by a mechanical vibratory compactor on

the surface until pavers are uniformly level, true to grade, and immobilized. Where required, pavers shall be cut with a masonry or concrete saw. Edges shall be plumb and straight. Scoring and breaking will not be acceptable. The cost for this work shall be paid for under this item.

A rigid edge strip manufactured by Dimex Pro Edging shall be installed in all areas where pavers are to be installed against a surface other than concrete if applicable.

After cleaning of all existing brick pavers has been completed, the Contractor shall fill the joints between the brick pavers by sweeping sharp sand into them. When joints are filled, paver surfaces shall be swept clean of sand.

Basis of Payment: The work will be paid for at the Contract unit price per Square Foot for BRICK PAVER SIDEWALK.

#### BRICK PAVER CROSSWALK

This item shall include furnishing and installation of new brick pavers to be placed as shown on the Plans or directed by the Engineer. This work shall be in accordance with Section 1041 of the Standard Specifications for Clay Paving Bricks and the details shown on the plan. The pavers shall be installed in accordance with the manufacturer's recommendations, in the pattern shown on the details, so that they meet the elevation of the adjacent concrete surfaces.

The clay brick pavers will be 4" x 8", 2 3/4" thick, Holland-style clay brick pavers, Full Range model, as manufactured by Pinehall Brick Pavers, and are distributed locally by Aspen Valley Landscape Supply located in Lockport, Illinois (Telephone No. (708) 301-0703). The contractor shall submit shop drawings for review and the Village shall select the desired color prior to ordering.

Brick pavers will be placed on a prepared 8" concrete base course. The work shall be performed in accordance with Section 353 of the "Standard Specifications for Road and Bridge Construction". The surface of the concrete base shall be three and one half inches (3 ½") beneath the finished paver grade to allow sufficient room for the brick pavers to be placed. A Class PP concrete mix shall be used for this item. The concrete base course shall be placed upon a cushion of compacted crushed stone, Gradation CA-6, having a minimum thickness of four inches (4"). One inch (1") holes shall be drilled through the concrete base course into the aggregate to provide for drainage as shown in the Plan details or directed by the Engineer. The cost for this work shall be paid for under this item.

A filter fabric shall be installed on the Portland Cement Concrete Base Course prior to the placement of the sand cushion which shall extend up along the back of curb to the elevation of

the top of the brick sidewalk. The filter fabric shall be non-woven. Sand shall be spread over the filter fabric with a 1" thickness and leveled to required slope and grade. The bed shall not be compacted until pavers are installed. Pavers with chips, cracks or other aesthetic defects shall not be used. Pavers shall be set true to line and grade and be tightly butted. Joints between pavers shall not exceed 1/8". The pavers shall be compacted by a mechanical vibratory compactor on the surface until pavers are uniformly level, true to grade, and immobilized. Where required, pavers shall be cut with a masonry or concrete saw. Edges shall be plumb and straight. Scoring and breaking will not be acceptable. The cost for this work shall be paid for under this item.

A rigid edge strip manufactured by Dimex Pro Edging shall be installed in all areas where pavers are to be installed against a surface other than concrete if applicable.

After cleaning of all existing brick pavers has been completed, the Contractor shall fill the joints between the brick pavers by sweeping sharp sand into them. When joints are filled, paver surfaces shall be swept clean of sand.

Basis of Payment: The work will be paid for at the Contract unit price per Square Foot for BRICK PAVER CROSSWALK.

## 12" X 6" PVC SEWER SERVICE CONNECTIONS

This item shall include the installation of 12" x 6" sewer service connections to be replaced. The Contractor will be required to connect the existing sewer services to the proposed sewer during the replacement of the existing sewer. The Contractor will replace the tee fitting, riser section of the service, and the bend fitting used to level the existing service as part of this item. If the length of replacement pipe exceeds four feet (4'), then additional sewer service pipe will be paid for under SANITARY SEWER SERVICE 6".

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: The work will be paid for at the Contract unit price per Each for 12" X 6" PVC SEWER SERVICE CONNECTIONS.

#### **PVC COMBINED SEWER PIPE REPLACEMENT, 12"**

This item shall include the replacement of 12" diameter combined sewer sections. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall

be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be Gradation CA-7 and will be included in this item.

This item shall include the televised inspection of combined sewers that have been repaired as part of this project or as directed by the Engineer. The Contractor shall televise the entire length of combined sewer from manhole to manhole for all combined sewers that have been repaired regardless of the length or number of repairs. The camera will also stop and look up each new service connection as part of the televised inspection. The televised inspection shall take place no less than twenty (20) days after the repairs have been completed and at least 7 days prior to the installation of the hot-mix asphalt surface.

The Contractor shall furnish all labor, electronic equipment, and technicians to perform closed-circuit color television inspection of the sewers that have been repaired. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio controlling the movements of the television camera through the sewer in either direction.

The color television camera shall be one specifically designed and constructed for the purpose of televising sewers. The color camera shall have a high-resolution lens, capable of spanning 360-degrees circumference and 270-degrees on the horizontal axis to televise all new sewer services. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all new service connections and to locate any defects.

For manholes that may be difficult to access, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.

Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions. The camera, television monitor and all other necessary components of the video system shall be capable of producing a minimum 350-line resolution color video picture.

The results of the sewer inspection shall be recorded on a narrated videotape and placed on a hard drive. Any out-of-focus video recordings or portions thereof, shall be cause for rejection of

the video recording and will necessitate re-televising at the Contractor's expense. Televising shall be done one section at a time. Each hard drive shall also be accompanied with an index.

The combined sewers to be televised as part of this pay item were cleaned and televised within the last two years and are assumed to be in good condition. This item shall include any cleaning that is necessary to televise the sewers according to the Specifications.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of PVC COMBINED SEWER PIPE REPLACEMENT, 12".

#### **PVC COMBINED SEWER PIPE REPLACEMENT, 15"**

This item shall include the replacement of 15" diameter combined sewer sections. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation F-679. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be Gradation CA-7 and will be included in this item.

This item shall include the televised inspection of combined sewers that have been repaired as part of this project or as directed by the Engineer. The Contractor shall televise the entire length of combined sewer from manhole to manhole for all combined sewers that have been repaired regardless of the length or number of repairs. The camera will also stop and look up each new service connection as part of the televised inspection. The televised inspection shall take place no less than twenty (20) days after the repairs have been completed and at least 7 days prior to the installation of the hot-mix asphalt surface.

The Contractor shall furnish all labor, electronic equipment, and technicians to perform closed-circuit color television inspection of the sewers that have been repaired. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio controlling the movements of the television camera through the sewer in either direction.

The color television camera shall be one specifically designed and constructed for the purpose of televising sewers. The color camera shall have a high-resolution lens, capable of spanning 360-degrees circumference and 270-degrees on the horizontal axis to televise all new sewer services. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the

rotating head camera is to view all new service connections and to locate any defects.

For manholes that may be difficult to access, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.

Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions. The camera, television monitor and all other necessary components of the video system shall be capable of producing a minimum 350-line resolution color video picture.

The results of the sewer inspection shall be recorded on a narrated videotape and placed on a hard drive. Any out-of-focus video recordings or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor's expense. Televising shall be done one section at a time. Each hard drive shall also be accompanied with an index.

The combined sewers to be televised as part of this pay item were cleaned and televised within the last two years and are assumed to be in good condition. This item shall include any cleaning that is necessary to televise the sewers according to the Specifications.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of PVC COMBINED SEWER PIPE REPLACEMENT, 15".

## 15" X 6" PVC SEWER SERVICE CONNECTIONS

This item shall include the 15" x 6" sewer service connections to be replaced. The Contractor will be required to connect the existing sewer services to the proposed sewer during the replacement of the existing sewer. The Contractor will replace the tee fitting, riser section of the service and the bend fitting used to level the existing service as part of this item. If the length of replacement pipe exceeds four feet (4"), then additional sewer service pipe will be paid for under SANITARY SEWER SERVICE 6".

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation F-679. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: The work will be paid for at the Contract unit price per Each of 15" X 6" SEWER SERVICE CONNECTIONS.

# 8" X 4" CATCH BASIN TRAP AND RESTRICTOR

This item shall include the installation of catch basin traps and restrictors on proposed catch basins or as directed by the Engineer as shown on the Plan details. The new trap and restrictor shall be an 8" x 4" tee with an eight-inch (8") plug.

Basis of Payment: The work will be paid for at the Contract unit price per Each of 8" X 4" CATCH BASIN TRAP AND RESTRICTOR.

#### **CONCRETE RIBBON**

This work shall include constructing Portland Cement Concrete ribbon curb. The ribbon curb shall be constructed in accordance with Section 606 of the Standard Specifications and the details for this item as shown on the Plans.

The ribbon curb shall be placed upon a compacted crushed stone bedding, Gradation CA-6, having a minimum thickness of two inches (2"). The cost for the 2" stone cushion shall be included in this item.

The concrete ribbon curb will have a width of six inches (6") and a depth of eleven and one half inches (11  $\frac{1}{2}$ ").

Between four (4) and twenty-four (24) hours after the curb has been placed, contraction joints two inches (2") in depth, shall be saw-cut at a maximum of a 15' spacing and at certain other locations as may be designated by the Engineer. These joints shall then be sealed according to the requirements of Article 420.14(a) of the "Standard Specifications for Road and Bridge Construction".

Basis of Payment: The work will be paid for at the Contract unit price per Foot of CONCRETE RIBBON.

## 24" X 6" PVC SEWER SERVICE CONNECTIONS

This item shall include the 24" x 6" sewer service connections to be replaced. The Contractor will be required to connect the existing sewer services to the proposed sewer during the replacement of the existing sewer. The Contractor will replace the tee fitting, riser section of the service and the bend fitting used to level the existing service as part of this item. If the length of replacement pipe exceeds four feet (4"), then additional sewer service pipe will be paid for under SANITARY SEWER SERVICE 6".

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation F-679. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: The work will be paid for at the Contract unit price per Each of 24" X 6" SEWER SERVICE CONNECTIONS.

## **DETECTABLE WARNINGS, SPECIAL**

This item shall include the placement of detectable warnings at locations shown on the Plans or as directed by the Engineer. This item shall be installed simultaneously with PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL.

Work shall be performed according to the Americans with Disabilities Act, IDOT Standard 424001-11, as well as Article 424 of the Standard Specifications.

The detectable warning shall be Cast Iron Detectable/Tactile Warning Surface Tile. The tile shall be "Patina (No Finish)" in color and 24" x 60" in size or as needed as directed by the Engineer.

The composite paver tile used in this project shall be manufactured by Tuff-Tile. The tiles shall be installed according to the manufacturer's installation procedures.

This item shall not be a "Surface-Applied" product.

Immediately following the installation of PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL, the detectable warning shall be pressed into the concrete. The detectable warning shall be tamped with a vibrating mechanism upon installation, and the factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile. No concrete shall be removed in the area to receive the detectable warning to ensure a strong lock with the concrete. The top of the domes shall be set level to the adjacent concrete on the top and sides of the ramp. This item shall be installed in full accordance with the manufacturer's recommendations.

Basis of Payment: The work will be paid for at the Contract unit price per Square Foot of DETECTABLE WARNINGS, SPECIAL.

#### MASONRY WALL

This work shall consist of furnishing, transporting, and placing all elements of the masonry wall as specified herein, as shown on the Plans and details, or as directed by the Engineer.

This item shall include excavation, stone bedding, Gradation CA-6, cast-in-place foundation, steel reinforcement, cut stone veneer, electrical connection, nine inch (9") sign letters, masonry anchors, weeps, flashing, and precast wall cap.

Stone bedding shall be Gradation CA-6, having a minimum thickness of six inches (6").

Cast-in-place concrete foundation shall include installation and removal of concrete formwork and placement of concrete. All exposed faces shall have a uniformly, rubbed finish.

Steel reinforcement shall be #3 at 12 inches on center, both ways. All steel shall be a minimum of 3 inches clear from the face of the concrete foundation.

Cut stone veneer shall be limestone sources from Wisconsin, Illinois, or Indiana, shall have a rock face, and be cut in heights of 6 inches, 8 inches, and 12 inches of varying lengths. Stone veneer shall be secured with masonry anchors attached to the cast-in-place concrete foundation. Three stone representatives of the finished veneer shall be provided to the Engineer for approval prior to installation.

Anti-graffiti coating shall be applied to all exposed stone veneer, precast cap and mortar joints on the Masonry Wall.

Electrical connections shall be included internal to the concrete foundation. Provide three (3) 1-1/2 inch RGS conduit for electrical connections. Provide three (3) stainless steel NEMA-3R electrical boxes 9" X 18" placed horizontally approximately 4" from the bottom of the backside of the wall. The electrical boxes shall have locking knob latches. The electrical boxes shall be installed such that they are flush with the brick veneer face. The boxes shall be powder coated to closely match the color of the brick veneer.

One of the electrical boxes shall be utilized for the wiring for the sign lettering. Two of the electrical boxes shall contain 3 Duplex GFI outlets each. This item shall include all necessary electrical work to complete the work within the masonry wall. Unit duct will run from the handhole behind the masonry wall to each of the electrical boxes and will be paid for separately.

Sign lettering shall be nine inches (9") in height, 3D channel set and internally illuminated LED letters. Provide shop drawings for approval. Color to be black. Letters shall be mounted on the

front face of the masonry wall, centered, and secured with threaded posts mortared in place.

Precast concrete wall cap shall be provided and installed with a two inch (2") overhang on all edges. The drip edge shall be continuous around the entire cap. All joints shall be caulked with sanded caulk, color to match precast cap. Color samples to be provided to Engineer for selection of final color.

Include all masonry anchors, weeps, flashing, mortar, to construct a fully functional, masonry wall that will not trap water. This work will be included in the cost of this item.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of MASONRY WALL.

# PORTLAND CEMENT CONRETE BAND FOR PAVER BRICKS

This item will include the placement of a new Portland Cement Concrete band along the outside of any brick paver sections as indicated on the Plans or as directed by the Engineer. The construction of the concrete band shall be in accordance with the details for this item as shown on the Plans as well as in accordance with Section 606 of the "Standard Specifications for Road and Bridge Construction".

The concrete band will have a width of twelve inches (12") and a depth of eleven and one half inches (11  $\frac{1}{2}$ "). There shall be a space between each band to allow for the brick paver cross walk of seventy two and one half inches (72  $\frac{1}{2}$ ").

The band shall be placed upon a compacted crushed stone bedding, Gradation CA-6, having a minimum thickness of four inches (4"). The cost for the 4" stone cushion shall be included in this item.

A Class PP concrete mix shall be used for this item.

Between four (4) and twenty-four (24) hours after the concrete band has been placed, contraction joints two inches (2") in depth, shall be saw-cut at a maximum of a 15' spacing and at certain other locations as may be indicated by the Engineer. These joints shall then be sealed according to the requirements of Article 420.14(a) of the "Standard Specifications for Road and Bridge Construction". At locations where the proposed concrete band meets an existing concrete surface, 2 - 18" long, 3/4" diameter, epoxy coated, steel dowel bars shall be drilled into the band.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of PORTLAND CEMENT CONCRETE BAND FOR PAVER BRICKS.

## STRUCTURAL SOIL

This work shall consist of furnishing, transporting and placing structural soil as specified herein, as shown on the Plans and details, or as directed by the Engineer.

The CU-Structural Soil® shall be produced by Midwest Trading / Phone: (630) 365-1990 / <a href="https://www.midwest-trading.com/product/cu-structural-soil/">https://www.midwest-trading.com/product/cu-structural-soil/</a>. -Structural Soil is a growth media designed to provide increased rooting volume for tree roots in plantings adjacent to pavement. Midwest Trading has met the strict qualifications and is licensed to produce CU-Structural Soil.

This item shall include excavation, non-woven needle punched filter fabric, and CU-Structural Soil. Once excavation is complete, filter fabric shall be placed with seams overlapping twelve inches (12"). The structural soil shall then be placed in six inch (6") lifts and Maximum compaction must be obtained by Method 1 (mechanical compaction) as described in Article 550.07 of the "Standard Specifications for Road and Bridge Construction".

Basis of Payment: The work will be paid for at the Contract unit price per Cubic Yard of STRUCTURAL SOIL (SPECIAL).

#### PREPARATION OF BASE (SPECIAL)

After the existing hot-mix asphalt has been removed and the existing aggregate base has been exposed, this item shall consist the shaping, grading, and compaction of the aggregate base to provide a uniform and sufficient crown for the placement of three and one half inches (3 ½") of new hot-mix asphalt.

At the edge of pavement, the existing aggregate base shall be graded to allow for three and one quarter inches (3  $\frac{1}{4}$ ") of new hot-mix asphalt to be laid against the proposed gutter edge.

After the aggregate base has been rough graded and compacted, the Contractor shall provide a loaded truck to "proof-roll" the aggregate base. This shall be performed once a minimum of a 300-foot section of aggregate base has been rough graded and compacted. The Contractor shall also notify the Engineer a minimum of 4 hours in advance of any "proof-roll".

If additional aggregate is required to adequately prepare the aggregate base, it will be provided under the AGGREGATE BASE REPAIR item.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard for

PREPARATION OF BASE (SPECIAL).

# **COMBINED SEWERS, CLASS B, TYPE 3, 24"**

This item shall include the replacement of 24" diameter combined sewer sections. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation F-679. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be Gradation CA-7 and will be included in this item.

This item shall include the televised inspection of combined sewers that have been repaired as part of this project or as directed by the Engineer. The Contractor shall televise the entire length of combined sewer from manhole to manhole for all combined sewers that have been repaired regardless of the length or number of repairs. The camera will also stop and look up each new service connection as part of the televised inspection. The televised inspection shall take place no less than twenty (20) days after the repairs have been completed and at least 7 days prior to the installation of the hot-mix asphalt surface.

The Contractor shall furnish all labor, electronic equipment, and technicians to perform closed-circuit color television inspection of the sewers that have been repaired. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio controlling the movements of the television camera through the sewer in either direction.

The color television camera shall be one specifically designed and constructed for the purpose of televising sewers. The color camera shall have a high-resolution lens, capable of spanning 360-degrees circumference and 270-degrees on the horizontal axis to televise all new sewer services. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all new service connections and to locate any defects.

For manholes that may be difficult to access, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.

Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The

camera shall be able to operate efficiently in 100% humidity conditions. The camera, television monitor and all other necessary components of the video system shall be capable of producing a minimum 350-line resolution color video picture.

The results of the sewer inspection shall be recorded on a narrated videotape and placed on a hard drive. Any out-of-focus video recordings or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor's expense. Televising shall be done one section at a time. Each hard drive shall also be accompanied with an index.

The combined sewers to be televised as part of this pay item were cleaned and televised within the last two years and are assumed to be in good condition. This item shall include any cleaning that is necessary to televise the sewers according to the Specifications.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of PVC COMBINED SEWER PIPE REPLACEMENT, 24".

## 10" X 6" CATCH BASIN TRAP AND RESTRICTOR

This item shall include the installation of catch basin traps and restrictors on proposed catch basins or as directed by the Engineer as shown on the Plan details. The new trap and restrictor shall be an 10" x 6" tee with an ten-inch (10") plug.

Basis of Payment: The work will be paid for at the Contract unit price per Each of 10" X 6" CATCH BASIN TRAP AND RESTRICTOR.

#### HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL

This item shall include the removal of any hot-mix asphalt surface not part of the street pavements that are to be replaced as part of the project and as directed by the Engineer. The work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction". The Contractor shall be required to saw cut the hot-mix asphalt full-depth at the limits of removal.

For pavements that include the hot-mix asphalt surface over aggregate base the entire hot-mix asphalt surface and any existing aggregate base shall be removed to allow for the placement of a minimum of three inches (3") of new hot-mix asphalt placed.

For pavements that include the hot-mix asphalt surface over concrete base the entire hot-mix asphalt surface shall be removed to the concrete base. The Contractor shall apply a bituminous tack coat according to Art.406.02 and 406.06(c)(1) on the existing concrete base prior to the

installation of the new hot-mix asphalt.

The area to be improved shall be graded and compacted to the satisfaction of the Engineer. This work shall be included in this item.

The new hot-mix asphalt surface shall be paid for under the item for INCIDENTAL HOT-MIX ASPHALT RESUFACING.

Basis of Payment: The work will be paid for at the Contract unit price per Square Yard of HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL.

## DRAINAGE STRUCTURE TO BE REMOVED

This item shall include the removal of drainage structures, manholes, or valve vaults at locations shown on the Plans or as directed by the Engineer. It shall also be the responsibility of the contractor to seal all pipes at both ends that connect to other structures with brick and mortar. The void left by the removal of the structure will be filled with trench backfill and compacted.

The removal of structures where a new structure is to be installed in the same location will not be paid for separately but shall be included in the cost of the new structure.

Basis of Payment: The work will be paid for at the Contract unit price per Each of DRAINAGE STRUCTURE TO BE REMOVED.

## **DUST CONTROL WATERING**

This work shall consist of the exclusive control of dust resulting from construction operations. Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the engineer, in a manner meeting their approval.

All equipment used for this work shall meet the Engineer's approval. The contractor will be responsible for obtaining a hydrant meter from the Village of Brookfield's Water Department. All water used shall be properly documented by ticket or other approved means. The Village of Brookfield shall designate locations where the Contractor may obtain water. This work will be measured in units of gallons of water applied. One unit will be equivalent to 1,000 gallons of water applied.

Basis of Payment: The work will be paid for at the Contract unit price per Unit of DUST CONTROL WATERING.

#### FENCE REMOVAL

This item shall include the removal of any fencing at locations shown on the Plans or as directed by the Engineer. The Contractor will be responsible for removal and disposal of all components of the fence to be removed. Once the fence has been removed from the site, the Contractor shall fill any open post holes with topsoil to grade. The Contractor shall take care to keep disturbance of the adjacent area to a minimum. The cost for this work shall be paid under this item.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of FENCE REMOVAL.

## STORM SEWERS, CLASS B, TYPE 2, 6"

This item shall include the storm sewer that connects proposed PIPE UNDERDRAINS, TYPE 1, 6" to drainage structures located in the curb and gutter. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction". Connection to proposed underdrain shall be made with a 6" x 6" PVC wye fitting paid under STORM SEWER CONNECTION.

All pavement removal, excavation, and removal of existing pipe shall be included under this item. The pipe bedding and backfill to twelve inches (12") above the top of pipe will also be included in this item. Pipe bedding and backfill shall be Gradation CA-7.

Basis of Payment: The work will be paid for at the Contract unit price per Foot of STORM SEWER, CLASS B, TYPE 2, 6".

#### CHECK VALVE, 8"

This item shall include the furnishing and installation of the eight inch (8") CheckMate® UltraFlex® Inline Check Valve by Tideflex, complete and operable as shown and as specified herein, in accordance with the requirements of the Plans and contract documents.

Check valves are to be all rubber and the flow operated check type with slip-in cuff connection. The entire valve shall be ply reinforced throughout the body, saddle and bill, which is cured and vulcanized into a one-piece unibody construction. A separate valve body or pipe used as the housing is not acceptable.

When line pressure exceeds the backpressure, the line pressure forces the bill and saddle of the valve open, allowing flow to pass. When the backpressure exceeds the line pressure, or in the absence of any upstream or downstream pressure, the bill and saddle of the valve is forced closed, preventing backflow.

The valve shall be manufactured with no metal, mechanical hinges or fasteners, which would be used to secure any component of the valve to a valve housing. The port area of the saddle shall contour into a circumferential sealing area concentric with the pipe which shall allow passage of flow in one direction while preventing reverse flow. The entire valve shall fit within the pipe inside diameter. The saddle area of the valve must be flat, not conical, and integral with the rubber body above centerline in order to not produce any areas or voids that can collect or trap debris. Once installed, the valve shall not protrude beyond the face of the structure or end of the pipe.

The outside diameter of the upstream and downstream sections of the valve must be circumferentially in contact with the inside diameter of the pipe.

Slip-in style check valves will be furnished with a set of stainless steel expansion clamps. The clamps, which will secure the valve in place, shall be installed in the upstream or downstream cuff of the valve, depending on installation orientation, and shall expand outwards by means of a turnbuckle. Each band shall be pre-drilled allowing for the valve to be pinned and secured into position in accordance with the manufacturer's installation instructions.

Company name, plant location, valve size patent number, and serial number shall be bonded to the check valve. All valves shall be manufactured in the U.S.A.

Basis of Payment: The work will be paid for at the Contract unit price per Each for CHECK VALVE, 8".

# REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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

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

Soil Disposal Analysis: When the waste material requires sampling for landfill disposal

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

#### **Boring B-07 and B-08, Brookfield Avenue:**

Station 14+78 to Station 23+89 (CL Street), 0 to 20 feet LT, 0 to 20 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Potential contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

# Boring B-10, B-11, and B-12, Brookfield Avenue:

Station 26+35 to Station 38+33 (CL Street), 0 to 20 feet LT, 0 to 20 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Potential contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

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

# **ROADWAY LIGHTING SPECIAL PROVISIONS**

## **General Electrical Requirements**

This special provision replaces Articles 801.01 - 801.07, 801.09 - 801-16 of the Standard Specifications.

**Definition.** Codes, standards, and industry specifications cited for electrical work shall be by

definition the latest adopted version thereof, unless indicated otherwise.

Materials by definition shall include electrical equipment, fittings, devices, motors, appliances, fixtures, apparatus, all hardware and appurtenances, and the like, used as part of, or in connection with, electrical installation.

**Standards of Installation.** Materials shall be installed according to the manufacturer's recommendations, the NEC, OSHA, the NESC, and AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

All like materials shall be from the same manufacturer. Listed and labeled materials shall be used whenever possible. The listing shall be according to UL or an approved equivalent.

**Safety and Protection.** Safety and protection requirements shall be as follows.

Safety. Electrical systems shall not be left in an exposed or otherwise hazardous condition. All electrical boxes, cabinets, pole handholes, etc. which contain wiring, either energized or non-energized, shall be closed or shall have covers in place and be locked when possible, during nonworking hours.

Protection. Electrical raceway or duct openings shall be capped or otherwise sealed from the entrance of water and dirt. Wiring shall be protected from mechanical injury.

**Equipment Grounding Conductor.** All electrical systems, materials, and appurtenances shall be grounded. Good ground continuity throughout the electrical system shall be assured, even though every detail of the requirements is not specified or shown. Electrical circuits shall have a continuous insulated equipment grounding conductor. When metallic conduit is used, it shall be bonded to the equipment grounding conductor, but shall not be used as the equipment grounding conductor.

Detector loop lead-in circuits, circuits under 50 volts, and runs of fiber optic cable will not require an equipment grounding conductor.

Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point. After the connection is completed, the paint system shall be repaired to the satisfaction of the Engineer.

Bonding of all boxes and other metallic enclosures throughout the wiring system to the equipment grounding conductor shall be made using a splice and pigtail connection. Mechanical connectors shall have a serrated washer at the contact surface.

All connections to structural steel or fencing shall be made with exothermic welds. Care shall be taken not to weaken load carrying members. Where connections are made to epoxy coated reinforcing steel, the epoxy coating shall be sufficiently removed to facilitate a mechanical connection. The epoxy coating shall be repaired to the satisfaction of the Engineer. Where connections are made to insulated conductors, the connection shall be wrapped with at least four layers of electrical tape extended 6 in. (150 mm) onto the conductor insulation.

**Submittals.** At the preconstruction meeting, the Contractor shall submit a written listing of manufacturers for all major electrical and mechanical items. The list of manufacturers shall be binding, except by written request from the Contractor and approval by the Engineer. The request shall include acceptable reasons and documentation for the change.

Cuts are to be reviewed by Engineer prior to submittal for Local Roads review.

Submittals for the materials for each individual pay item shall be complete in every respect. Submittals which include multiple pay items shall have all submittal material for each item or group of items covered by a particular specification, grouped together and the applicable pay item identified. Various submittals shall, when taken together, form a complete coordinated package. A partial submittal will be returned without review unless prior written permission is obtained from the Engineer.

The submittal must clearly identify the specific model number or catalog number of the item being proposed.

The submittal shall be properly identified by route, section, county, and contract number.

The Contractor shall have reviewed the submittal material and affixed his/her stamp of approval, with date and signature, for each individual item.

Illegible print, incompleteness, inaccuracy, or lack of coordination will be grounds for rejection.

The Engineer will review the submittals for conformance with the design concept of the project according to Article 105.04 and the following. The Engineer will stamp the drawings indicating their status as "Approved", "Approved as Noted", "Disapproved", or "Information Only". Since the Engineer's review is for conformance with the design concept only, it shall be the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, or layout drawings by the Engineer's approval thereof. The Contractor shall still be in full compliance with contract and specification requirements.

All submitted items reviewed and marked "Disapproved" or "Approved as Noted" shall be resubmitted by the Contractor in their entirety, unless otherwise indicated within the submittal comments.

Work shall not begin until the Engineer has approved the submittal. Material installed prior to approval by the Engineer, will be subject to removal and replacement at no additional cost to the Department.

**Certifications**. When certifications are specified and are available prior to material manufacture, the certification shall be included in the submittal information. When specified and only available after manufacture, the submittal shall include a statement of intent to furnish certification. All certificates shall be complete with all appropriate test dates and data.

**Authorized Project Delay.** See Article 801.08

## **Maintenance transfer and Preconstruction Inspection:**

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than fourteen (14) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 1 foot (304.8 mm) to either side. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The

markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

## **Maintenance and Responsibility During Construction:**

<u>Lighting Operation and Maintenance Responsibility.</u> The scope of work shall include the assumption of responsibility for the continuing operation and maintenance of the existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

The proposed lighting system must be operational prior to opening the roadway to traffic unless temporary lighting exists which is designed and installed to properly illuminate the roadway.

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.

**Damage to Electrical Systems.** Should damage occur to any existing electrical systems through the Contractor's operations, the Engineer will designate the repairs as emergency or non-emergency in nature.

Emergency repairs shall be made by the Contractor, or as determined by the Engineer, the Department, or its agent. Non-emergency repairs shall be performed by the Contractor within six working days following discovery or notification. All repairs shall be performed in an expeditious manner to assure all electrical systems are operational as soon as possible. The repairs shall be performed at no additional cost to the Department.

Lighting. An outage will be considered an emergency when three or more lights on a circuit or three successive lights are not operational. Knocked down materials, which result in a danger to the motoring public, will be considered an emergency repair.

Temporary aerial multi-conductor cable, with grounded messenger cable, will be permitted if it does not interfere with traffic or other operations, and if the Engineer determines it does not require unacceptable modification to existing installations.

Marking Proposed Locations for Highway Lighting System. The Contractor shall mark or stake the proposed locations of all poles, cabinets, junction boxes, pull boxes, handholes, cable routes, pavement crossings, and other items pertinent to the work. A proposed location inspection by the Engineer shall be requested prior to any excavation, construction, or installation work after all proposed installation locations are marked. Any work installed without location approval is subject to corrective action at no additional cost to the Department.

**Inspection of electrical work.** Inspection of electrical work shall be according to Article 105.12 and the following.

Before any splice, tap, or electrical connection is covered in handholes, junction boxes, light poles, or other enclosures, the Contractor shall notify and make available such wiring for the Engineer's inspection. Testing. Before final inspection, the electrical work shall be tested. Tests may be made progressively as parts of the work are completed or may be made when the work is complete. Tests shall be made in the presence of the Engineer. Items which fail to test satisfactorily shall be repaired or replaced. Tests shall include checks of control operation, system voltages, cable insulation, and ground resistance and continuity.

The forms for recording test readings will be available from the Engineer in electronic format. The Contractor shall provide the Engineer with a written report of all test data including the following:

- Voltage Tests
- Amperage Tests
- Insulation Resistance Tests
- Continuity tests
- Detector Loop Tests

Lighting systems. The following tests shall be made.

- (1) Voltage Measurements. Voltages in the cabinet from phase to phase and phase to neutral, at no load and at full load, shall be measured and recorded. Voltage readings at the last termination of each circuit shall be measured and recorded.
- (2) Insulation Resistance. Insulation resistance to ground of each circuit at the cabinet shall be measured and recorded with all loads disconnected. Prior to performance of the insulation resistance test, the Contractor shall remove all fuses within all light pole bases on a circuit to segregate the luminaire loads.

On tests of new cable runs, the readings shall exceed 50 megohms for phase and neutral conductors with a connected load over 20A and shall exceed 100 megohms for conductors with a connected load of 20A or less.

On tests of cable runs which include cables which were existing in service prior to this contract, the resistance readings shall be the same or better than the readings recorded at the maintenance transfer at the beginning of the contract. Measurements shall be taken with a megohm meter approved by the Engineer.

- (3) Loads. The current of each circuit, phase main, and neutral shall be measured and recorded. The Engineer may direct reasonable circuit rearrangement. The current readings shall be within ten percent of the connected load based on material ratings.
- (4) Ground Continuity. Resistance of the system ground as taken from the farthest extension of each circuit run from the controller (i.e. check of equipment ground continuity for each circuit) shall be measured and recorded. Readings shall not exceed 2.0 ohms, regardless of the length of the circuit.
- (5) Resistance of Grounding Electrodes. Resistance to ground of all grounding electrodes shall be measured and recorded. Measurements shall be made with a ground tester during dry soil conditions as approved by the Engineer. Resistance to ground shall not exceed 10 ohms.

ITS. The following test shall be made in addition to the lighting system test above.

Detector Loops. Before and after permanently securing the loop in the pavement, the resistance, inductance, resistance to ground, and quality factor for each loop and lead-in circuit shall be tested. The loop and lead-in circuit shall have an inductance between 20 and 2500 microhenries. The resistance to ground shall be a minimum of 50 megohms under any conditions of weather or moisture. The quality factor (Q) shall be 5 or greater.

Fiber Optic Systems. Fiber optic testing shall be performed as required in the fiber optic cable special provision and the fiber optic splice special provision.

All test results shall be furnished to the Engineer seven working days before the date the inspection is scheduled.

**Contract Guarantee.** The Contractor shall provide a written guarantee for all electrical work provided under the contract for a period of six months after the date of acceptance with the following warranties and guarantees.

- (a) The manufacturer's standard written warranty for each piece of electrical material or apparatus furnished under the contract. The warranty for light emitting diode (LED) modules, including the maintained minimum luminance, shall cover a minimum of 120 months from the date of delivery.
- (b) The Contractor's written guarantee that, for a period of six months after the date of final acceptance of the work, all necessary repairs to or replacement of said warranted material or apparatus for reasons not proven to have been caused by negligence on the part of the user or acts of a third party shall be made by the Contractor at no additional cost to the Department.
- (c) The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of six months after final acceptance of the work.

The warranty for an uninterruptable power supply (UPS) shall cover a minimum of two years from date the equipment is placed in operation; however, the batteries of the UPS shall be warranted for full replacement for a minimum of five years.

**Record Drawings.** Alterations and additions to the electrical installation made during the execution of the work shall be made on the PDF copy of the as-Let documents using a PDF editor. Hand drawn notations or markups and scanned plans are not acceptable. These drawings shall be updated daily and shall be available for inspection by the Engineer during the work. The

record drawings shall include the following:

- Cover Sheet
- The Electrical Maintenance Contract Management System (EMCMS) location designation, i.e. "L" number
- Summary of Quantities, electrical items only
- Legends, Schedules, and Notes
- Plan Sheets
- Pertinent Details
- Single Line Diagrams
- Other useful information useful to locate and maintain the systems.

Any modifications to the details shall be indicated. Final quantities used shall be indicated on the Summary of Quantities. Foundation depths used shall also be listed.

As part of the record drawings, the Contractor shall inventory all materials, new or existing, on the project and record information on inventory sheets provided by the Engineer.

The inventory shall include:

- Location of Equipment, including rack, chassis, slot as applicable.
- Designation of Equipment
- Equipment manufacturer
- Equipment model number
- Equipment Version Number
- Equipment Configuration
  - o Addressing, IP or other
  - o Settings, hardware or programmed
- Equipment Serial Number

The information shall be entered in the forms; handwritten entries will not be acceptable; except for signatures. Electronic file shall also be included in the documentation.

When the work is complete, and seven days before the request for a final inspection, the set of contract drawings, stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or Electrician. The record drawings shall be submitted in PDF format through TOCS, on CD-ROM as well as hardcopies for review and approval.

In addition to the record drawings, PDF copies of the final catalog cuts which have been Approved and Approved as Noted with applicable follow-up shall be submitted along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible. Hard copies of the catalog are not required with this submittal.

The Contractor shall provide three sets of electronically produced drawings in a moisture proof pouch to be kept on the inside door of the controller cabinet or other location approved by the Engineer. These drawings shall show the final as-built circuit orientation(s) of the project in the form of a single line diagram with all luminaires numbered and clearly identified for each circuit.

Record Drawings shall include Marked up plans, controller info, Service Info, Equipment Settings, Manuals, Wiring Diagrams for each discipline.

Test results shall be all electrical test results, fiber optic OTDR, and Fiber Optic power meter as applicable for each discipline.

The Final Acceptance Documentation Checklist shall be completed and is contained elsewhere herein.

**Acceptance.** Acceptance of electrical work will be given at the time when the Department assumes the responsibility to protect and maintain the work according to Article 107.30 or at the time of final inspection.

When the electrical work is complete, tested, and fully operational, the Contractor shall schedule an inspection for acceptance with the Engineer no less than seven working days prior to the desired inspection date. The Contractor shall furnish the necessary labor and equipment to make the inspection.

A written record of the test readings taken by the Contractor according to Article 801.13 shall be furnished to the Engineer seven working days before the date the inspection is scheduled. Inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.

# **Final Acceptance Documentation Checklist**

Three Hardcopies & scanned to PDF shall be submitted for all items above.

<u>Record Drawings</u> – The record drawings should contain contract cover sheet, summary of quantities showing all lighting pay item sheets, proposed lighting plans and lighting detail sheets. Submit hardcopies shall be 11" x 17" size. Temporary lighting plans and removal lighting plans should not be part of the set.

<u>Field Inspection Tests</u> – Testing should be done for proposed cables. Testing shall be per standard specifications. Forms shall be neatly filled out.

<u>Job Warranty Letter</u> – See standard specifications.

<u>Cutsheet Submittal</u> – See special provisions "General Electrical Requirements". Scan Approved and Approved as Noted cutsheets.

<u>Lighting Inventory Form</u> – Inventory form should include only proposed light poles, proposed light towers, proposed combination (traffic/light pole) lighting and proposed underpass luminaires.

<u>Lighting Controller Inventory</u> Form – Form should be filled out for only proposed lighting controllers.

Light Tower Safety Inspection Form – Form should be filled out for each proposed light tower.

#### **Maintenance of Lighting Systems**

March 1, 2017

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction

inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. During the maintenance preconstruction inspection, the party responsible for existing maintenance shall perform testing of the existing system in accordance with Article 801.13a. The Contractor shall request a date for the preconstruction inspection no less than fourteen (14) days prior to the desired date of the inspection.

The Engineer will document all test results and note deficiencies. All substandard equipment will be repaired or replaced by the existing maintenance contractor, or the Engineer can direct the Contractor to make the necessary repairs under Section 109.04.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained. Contract documents shall indicate the circuit limits.

# **Maintenance of Existing Lighting Systems**

**Existing lighting systems.** Existing lighting systems shall be defined as any lighting system or part of a lighting system in service at the time of contract Letting. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

#### **Extent of Maintenance.**

Partial Maintenance. Unless otherwise 'indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits within the project limits. The project limits are defined as those limits indicated in the contract plans. Equipment outside of the project limits, on the affected circuits shall be maintained and paid for under Article 109.04. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer. The unaffected circuits and the controller will remain under the maintenance of the State.

**Full Maintenance.** If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits within the project limits. Equipment outside of the project limits shall be maintained and paid for under Article 109.04.

If the existing equipment is damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

# **Maintenance of Proposed Lighting Systems**

**Proposed Lighting Systems.** Proposed lighting systems shall be defined as any lighting system or part of a lighting system, temporary or permanent, which is to be constructed under this contract regardless of the project limits indicated in the plans.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, vandalism, or other means. The potential cost of replacing or repairing any malfunctioning, damaged, or vandalized equipment shall be included in the bid price of this item and will not be paid for separately.

## **Lighting System Maintenance Operations**

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re- set by the contractor within the time limits specified herein.

If the existing equipment is damaged by normal vehicular traffic, not contractor operations, is

beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out - Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na.
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na	7 Calendar days
Navigation light outage	na	na.	24 hours

- **Service Response Time amount** of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- Service Restoration Time amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

## **Operation of Lighting**

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

# **Method of Measurement**

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid. Payment shall not be made retroactively for months in which lighting systems were not operational.

Basis of Payment. Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for MAINTENANCE OF LIGHTING SYSTEM.

#### Wire and Cable

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

"The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals."

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read

#### Aerial Electric Cable Properties

Pha	Phase Conductor			Messenger wire			
Size	Stranding	Ave	rage	Minimum	Stranding		
AWG		Insul	ation	Size			
		Thicl	kness	AWG			
		mm	mils				
6	7	1.1	(45)	6	6/1		
4	7	1.1	(45)	4	6/1		
2	7	1.1	(45)	2	6/1		
1/0	19	1.5	(60)	1/0	6/1		
2/0	19	1.5	(60)	2/0	6/1		
3/0	19	1.5	(60)	3/0	6/1		
4/0	19	1.5	(60)	4/0	6/1		

Add the following to Article 1066.03(b) of the Standard Specifications:

"Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE."

Revise Article 1066.04 to read:

"Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is "Palomino". The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474."

Revise the second paragraph of Article 1066.05 to read:

"The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing."

## **Unit Duct**

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

"The unit duct shall be installed at a minimum depth of 30-inches (760 mm) unless otherwise directed by the Engineer."

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

#### General:

The duct shall be a plastic duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The duct shall be a plastic duct which is intended for underground use and can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D 2447, for schedule 40. The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

The duct shall be UL Listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

#### Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

Nominal Size		Nominal I.D.		Nominal O.D.		Minimum Wall	
mm	in	mm	in	mm	in	mm	in
31.75	1.2	35.05	1.38	42.16	1.66	3.556	0.140
	5		0		0	+0.51	+0.020
38.1	1.5	40.89	1.61	48.26	1.90	3.683	0.145
	0		0		0	+0.51	+0.020

Nomi	ıal Size	Pulled Tensile			
mm	in	N	1bs		
31.75	1.25	3322	747		
38.1	1.50	3972	893		

## Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

## Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

	ıct 1eter	Min. force required to deform sample 50%			
mm	in	N	1bs		
35	1.25	4937	1110		
41	1.5	4559	1025		

# **ROADWAY LUMINAIRE, LED**

Description.

This work shall consist of furnishing and installing a roadway LED luminaire as shown on the plans, as specified herein.

General.

The luminaire including the housing, driver and optical assembly shall be assembled in the U.S.A. The luminaire shall be assembled by and manufactured by the same manufacturer. The luminaire shall be mechanically strong and easy to maintain. The size, weight, and shape of the luminaire shall be designed so as not to incite detrimental vibrations in its respective pole and it shall be compatible with the pole and arm. All electrical and electronic components of the luminaire shall comply with the requirements of Restriction of Hazardous Materials (RoHS) regulations. The luminaire shall be listed for wet locations by an NRTL and shall meet the requirements of UL 1598 and UL 8750

Submittal Requirements.

The Contractor shall also submit the following manufacturer's product data for each type of luminaire:

- 1. Descriptive literature and catalogue cuts for luminaire, LED driver, and surge protection device. Completed manufacturer's luminaire ordering form with the full catalog number provided
- 2. LED drive current, total luminaire input wattage and total luminaire current at the system operating voltage or voltage range and ambient temperature of 25 C.
- 3. LED efficacy per luminaire expressed in lumens per watt (l/w).
- 4. Initial delivered lumens at the specified color temperature, drive current, and ambient temperature.
- 5. IES file associated with each submitted luminaire in the IES LM-63 format.
- 6. Computer photometric calculation reports as specified and in the luminaire performance table.

- 7. TM-15 BUG rating report.
- 8. Isofootcandle chart with max candela point and half candela trace indicated.
- 9. Documentation of manufacturers experience and verification that luminaires were assembled in the U.S.A. as specified.
- 10. Written warranty.

Upon request by the Engineer, the submittals shall also include any or all the following:

- a. TM-21 calculator spreadsheet (XLSX or PDF format) and if available, TM-28 report for the specified luminaire or luminaire family. Both reports shall be for 50,000 hours at an ambient temperature of 77 °F (25 °C).
- b. LM-79 report with National Voluntary Laboratory Accreditation Program (NVLAP) current at the time of testing in PDF format inclusive of the following: isofootcandle diagram with half candela contour and maximum candela point; polar plots through maximum plane and maximum cone; coefficient of utilization graph; candela table; and spectral distribution graph and chromaticity diagram.
- c. LM-80 report for the specified LED package in PDF format and if available, LM-84 report for the specified luminaire or luminaire family in PDF format. Both reports shall be conducted by a laboratory with NVLAP certification current at the time of testing.
- d. AGi32 calculation file matching the submittal package.
- e. In Situ Temperature Measurement Test (ISTMT) report for the specified luminaire or luminaire family in PDF format.
- f. Vibration test report in accordance with ANSI C136.31 in PDF format.
- g. ASTM B117/ASTM D1654 (neutral salt spray) test and sample evaluation report in PDF format.
- h. ASTM G154 (ASTM D523) gloss test report in PDF format.
- i. LED drive current, total luminaire input wattage, and current over the operating voltage range at an ambient temperature of 77 °F (25 °C).

- j. Power factor (pf) and total harmonic distortion (THD) at maximum and minimum supply and at nominal voltage for the dimmed states of 70%, 50%, and 30% full power.
- k. Ingress protection (IP) test reports, conducted according to ANSI C136.25 requirements, for the driver and optical assembly in PDF format.
- 1. Installation, maintenance, and cleaning instructions in PDF format, including recommendations on periodic cleaning methods.
- m. Documentation in PDF format that the reporting laboratory is certified to perform the required tests.

A sample luminaire shall also be provided upon request of the Engineer. The sample shall be as proposed for the contract and shall be delivered by the Contractor to the District Headquarters. After review, the Contractor shall retrieve the luminaire.

## Manufacturer Experience.

The luminaire shall be designed to be incorporated into a lighting system with an expected 20 year lifetime. The luminaire manufacturer shall have a minimum of 15 years' experience manufacturing LED roadway luminaires; parking lot, architectural, or residential luminaires are not applicable to this requirement. The manufacturer shall have a minimum of 100,000 total LED roadway luminaires installed on a minimum of 100 separate installations, all within the U.S.A.

#### Housing.

Material. The luminaire shall be a single device not requiring onsite assembly for installation. The driver for the luminaire shall be integral to the unit.

Finish. The luminaire shall have a baked acrylic enamel finish. The color of the finish shall be gray, unless otherwise indicated.

The finish shall have a rating of six or greater according to ASTM D1654, Section 8.0 Procedure A – Evaluation of Rust Creepage for Scribed Samples after exposure to 1000 hours of testing according to ASTM B117 for painted or finished surfaces under environmental exposure.

The luminaire finish shall have less than or equal to 30% reduction of gloss according to ASTM D523 after exposure of 500 hours to ASTM G154 Cycle 6 QUV® accelerated weathering

testing.

The luminaire shall slip-fit on a mounting arm with a 2" diameter tenon (2.375" outer diameter), and shall have a barrier to limit the amount of insertion. The slip fitter clamp shall utilize four (4) bolts to clamp to the tenon arm. The luminaire shall be provided with a leveling surface and shall be capable of being tilted  $\pm 5$  degrees from the axis of attachment in 2.5 degree increments and rotated to any degree with respect to the supporting arm.

All external surfaces shall be cleaned in accordance with the manufacturer's recommendations and be constructed in such a way as to discourage the accumulation of water, ice, and debris.

The effective projected area of the luminaire shall not exceed 1.6 sq. ft.

The total weight including accessories, shall not exceed 40 lb (18.14 kg).

A passive cooling method with no moving, rotating parts, or liquids shall be employed for heat management.

The luminaire shall include a fully prewired, 7-pin twist lock ANSI C136.41-compliant receptacle. Unused pins shall be connected as directed by the Manufacturer and as approved by the Engineer. A shorting cap shall be provided with the luminaire that is compliant with ANSI C136.10.

Vibration Testing. All luminaires shall be subjected to and pass vibration testing requirements at "3G" minimum zero to peak acceleration in accordance with ANSI C136.31 requirements using the same luminaire. To be accepted, the luminaire housing, hardware, and each individual component shall pass this test with no noticeable damage and the luminaire must remain fully operational after testing.

Labels. An internal label shall be provided indicating the luminaire is suitable for wet locations and indicating the luminaire is an NRTL listed product to UL1598 and UL8750. The internal label shall also comply with the requirements of ANSI C136.22.

An external label consisting of two black characters on a white background with the dimensions of the label and the characters as specified in ANSI C136.15 for HPS luminaires. The first character shall be the alphabetical character representing the initial lumen output as specified in Table 1 of Article 1067.06(c). The second character shall be the numerical character representing the transverse light distribution type as specified in IES RP-8 (i.e. Types 1, 2, 3, 4, or 5).

Hardware. All hardware shall be stainless steel or of other corrosion resistant material approved

by the Engineer.

Luminaires shall be designed to be easily serviced, having fasteners such as quarter-turn clips of the heavy spring-loaded type with large, deep straight slot heads, complete with a receptacle and shall be according to military specification MIL-f-5591.

All hardware shall be captive and not susceptible to falling from the luminaire during maintenance operations. This shall include lens/lens frame fasteners as well hardware holding the removable driver and electronic components in place.

Provisions for any future house-side external or internal shielding should be indicated along with means of attachment.

Circuiting shall be designed to minimize the impact of individual LED failures on the operation of the other LED's.

Wiring. Wiring within the electrical enclosure shall be rated at 600v, 105°C or higher.

Driver.

The driver shall be integral to the luminaire shall be capable of receiving an indefinite open and short circuit output conditions without damage.

The driver shall incorporate the use of thermal foldback circuitry to reduce output current under abnormal driver case temperature conditions and shall be rated for a lifetime of 100,000 hours at an ambient temperature exposure of  $77 \, ^{\circ}F$  (25  $^{\circ}C$ ) to the luminaire. If the driver has a thermal shut down feature, it shall not turn off the LEDs when operated at  $104 \, ^{\circ}F$  ( $40 \, ^{\circ}C$ ) or less.

The driver shall have an input voltage range of 120 to 277 volts ( $\pm$  10%) or 347 to 480 volts ( $\pm$  10%) according to the contract documents. When the driver is operating within the rated input voltage range and in an un-dimmed state, the power factor measurement shall be not less than 0.9 and the THD measurement shall be no greater than 20%.

The driver shall meet the requirements of the FCC Rules and Regulations, Title 47, Part 15 for Class A devices with regard to electromagnetic compatibility. This shall be confirmed through the testing methods in accordance with ANSI C63.4 for electromagnetic interference.

The driver shall be dimmable using the protocol listed in the Luminaire Performance Table shown in the contract.

Surge Protection. The luminaire shall comply the requirements of ANSI C136.2 for electrical transient immunity at the "Extreme" level (20KV/10KA) and shall be equipped with a surge protective device (SPD) that is UL1449 compliant with indicator light. An SPD failure shall open the circuit to protect the driver.

## LED Optical Assembly

The optical assembly shall have an IP 65 or higher rating in accordance with ANSI C136.25. The circuiting of the LED array shall be designed to minimize the effect of individual LED failures on the operation of other LEDs. All optical components shall be made of glass or a UV stabilized, non-yellowing material.

The optical assembly shall utilize high brightness, long life, minimum 70 CRI, 4,000K color temperature (+/-300K) LEDs binned in accordance with ANSI C78.377. Lenses shall be UV-stabilized acrylic or glass.

Lumen depreciation at 50,000 hours of operation shall not exceed 15% of initial lumen output at the specified LED drive current and an ambient temperature of 25° C.

The luminaire may or may not have a glass lens over the LED modules. If a glass lens is used, it must be a flat lens. Material other than glass will not be acceptable. If a glass lens is not used, the LED modules may not protrude lower than the luminaire housing.

The assembly shall have individual serial numbers or other means for manufacturer tracking.

## Photometric Performance.

Luminaires shall be tested according to IESNA LM-79. This testing shall be performed by a test laboratory holding accreditation from the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for the IESNA LM-79 test procedure.

Data reports as a minimum shall yield an isofootcandle chart, with max candela point and half candela trace indicated, maximum plane and maximum cone plots of candela, a candlepower table (house and street side), a coefficient of utilization chart, a luminous flux distribution table, spectral distribution plots, chromaticity plots, and other standard report outputs of the above mentioned tests.

The luminaire shall have a BUG rating of Back Light B3 or less, Up Light rating of U0, and a Glare rating of G3 or less unless otherwise indicated in the luminaire performance table.

Photometric Calculations.

Calculations. Submitted report shall include a luminaire classification system graph with both the recorded lumen value and percent lumens by zone along with the BUG rating according to IESNA TM-15.

Complete point-by-point luminance and veiling luminance calculations as well as listings of all indicated averages and ratios as applicable shall be provided in accordance with IESNA RP-8 recommendations. Lighting calculations shall be performed using AGi32 software with all luminance calculations performed to one decimal place (i.e. x.x cd/m2). Uniformity ratios shall also be calculated to one decimal place (i.e. x.x:1). Calculation results shall demonstrate that the submitted luminaire meets the lighting metrics specified in the project Luminaire Performance Table(s). Values shall be rounded to the number of significant digits indicated in the luminaire performance table(s).

All photometry must be photopic. Scotopic or mesopic factors will not be allowed. The AGi32 file shall be submitted at the request of the Engineer.

# IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE SIDEWALK LIGHTING

## **GIVEN CONDITIONS**

Roadway Data	Sidewalk Width Number of Lanes Left of Median Number of Lanes Right of Median Lane Width Median Width IES Surface Classification	5 1 1 5 0 R3	Ft Ft Ft
	Q-Zero Value	0.07	-
Mounting Data	Mounting Height	12	Ft
	Mast Arm Length Pole Set-Back from Edge of Pavement	3	Ft Ft
Luminaire Data	Source Color Temperature Lumens Pay Item Lumen Designation BUG Rating IES Vertical Distribution IES Control of Distribution IES Lateral Distribution Total Light Loss Factor	LED 4000 6507 D B2U0G2 Medium Cut-Off Type 2 0.70	°K Min
Pole Layout Data	Spacing	60	Ft
	Configuration	staggered	
	Luminaire Overhang over Sidewalk	-2.5'	Ft

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested, and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

## PERFORMANCE REQUIREMENTS

**NOTE**: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

Sidewalk	Sidewalk Illuminance, EAVG	0.90	Fc
Illuminance	Uniformity Ratio, EAVE/EMIN	5.0	

Installation.

Each luminaire shall be installed according to the luminaire manufacturer's recommendations.

Luminaires which are pole mounted shall be mounted on site such that poles and arms are not left unloaded. Pole mounted luminaires shall be leveled/adjusted after poles are set and vertically aligned before being energized. When mounted on a tenon, care shall be exercised to assure maximum insertion of the mounting tenon. Each luminaire shall be checked to assure compatibility with the project power system. When the night-time check of the lighting system by the Engineer indicates that any luminaires are mis-aligned, the mis-aligned luminaires shall be corrected at no additional cost.

No luminaire shall be installed prior to approval. Where independent testing is required, full approval will not be given until complete test results, demonstrating compliance with the specifications, have been reviewed and accepted by the Engineer.

Pole wiring shall be provided with the luminaire. Pole wire shall run from handhole to luminaire.

Pole wire shall be sized No. 10, rated 600 V, RHW/USE-2, and have copper conductors, stranded in conformance with ASTM B 8. Pole wire shall be insulated with cross-linked polyethylene (XLP) insulation. Pole wire shall include a phase, neutral, and green ground wire. Wire shall be trained within the pole or sign structure so as to avoid abrasion or damage to the insulation.

Pole wire shall be extended through the pole, pole grommet, luminaire ring, and any associated arm and tenon. The pole wire shall be terminated in a manner that avoids sharp kinks, pinching, pressure on the insulation, or any other arrangement prone to damaging insulation value and producing poor megger test results. Wires shall be trained away from heat sources within the luminaire. Wires shall be terminated so all strands are extended to the full depth of the terminal

lug with the insulation removed far enough so it abuts against the shoulder of the lug, but is not compressed as the lug is tightened.

Included with the pole wiring shall be fusing located in the handhole. Fusing shall be according to Article 1065.01 with the exception that fuses shall be 6 amperes.

Each luminaire and optical assembly shall be free of all dirt, smudges, etc. Should the optical assembly require cleaning, a luminaire manufacturer approved cleaning procedure shall be used.

Horizontal mount luminaires shall be installed in a level, horizontal plane, with adjustments as needed to insure the optics are set perpendicular to the traveled roadway.

When the pole is bridge mounted, a minimum size stainless steel 1/4-20NC set screw shall be provided to secure the luminaire to the mast arm tenon. A hole shall be drilled and tapped through the tenon and luminaire mounting bracket and then fitted with the screw.

Warranty.

The entire luminaire and all of its component parts shall be covered by a 10-year warranty. Failure is when one or more of the following occur:

- 1) Negligible light output from more than 10 percent of the discrete LEDs.
- 2) Significant moisture that deteriorates performance of the luminaire.
- 3) Driver that continues to operate at a reduced output due to overheating.

The warranty period shall begin on the date of luminaire delivery. The Contractor shall verify that the Resident Engineer has noted the delivery date in the daily diary. Copy of the shipment and delivery documentation shall be submitted with the final documentation.

The replacement luminaire shall be of the same manufacturer, model, and photometric distribution as the original.

## **BOLLARD, LED**

This item pertains to the installation of LED lighted bollards at locations shown on the plans.

Bollards furnished under this specification must be completely assembled and ready for installation.

The base and mounting anchors shall be in accordance with the manufacturer's specifications. Bollards shall be installed vertically and anchored to the sidewalk per the direction of the

Engineer utilizing manufacturer's approved shims at the base. The bollard will be installed within a twelve inch (12") diameter circle of concrete sidewalk according to the specifications outlined in PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH. This work will be included under this item.

The Bollard shall be BEGA Model V99727 as shown on the details in the plans.

The finish shall be black powder coat and match that of the light poles being installed.

Manufacturer specified anchors may dictate isolated thickening of the sidewalk Coordination of the anchorage locations shall be completed prior to sidewalk construction.

Basis of Payment: This work will be paid for at the Contract unit price per Each for BOLLARD, LED which price shall include all equipment, material and labor necessary to complete the work in accordance with the specifications.

# REMOVAL OF LIGHTING UNIT, NO SALVAGE

This item shall include the removal of existing lighting units at locations indicated on the plans and as directed by the engineer. Existing lighting units are to be disposed of by the contractor which will be included in the cost of this item.

Also included in this item shall be any existing brick pillars with existing lighting units. Typically these existing brick pillars with existing lighting units are located along Brookfield Avenue at the Village Hall driveway entrance. Disposing of the brick pillars and lighting units shall be included in the cost of this item.

Payment for this item shall be made the contract unit price per EACH for REMOVAL OF LIGHTING UNIT, NO SALVAGE, which price shall include all costs for removal and disposal of existing lighting units in accordance with these specifications.

#### ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM

This item shall involve the connection of the new unit duct to the existing lighting system at the locations indicated on the plans and as directed by the Engineer.

The proposed unit duct wires shall extend within the raceway into the base of the pole where they will be spliced into the existing circuit within the pole.

Payment for this item shall be made at the contract unit price per Each for ELECTRICAL

CONNECTION TO EXISTING LIGHTING SYSTEM, which price shall include all costs for furnishing the required labor, materials and equipment necessary to complete the item in accordance with these specifications.

## **LIGHT POLE, SPECIAL, 12'**

This item includes the installation of a 12' mounting height pole, mast arm, luminaire and accessories.

Work shall be in accordance with Section 830 insofar as applicable, modified herein and as detailed on the Plans.

Each pole will have a mast arm, luminaire, gfci outlet, banner arms, double planter arms, with a decorative two piece base.

The pole shall be Sternberg Model 6215FP5-.250/BCC3/GFI LPIUC/BDBA6-18"/DHPA/BK.

The Luminaire shall be Sternberg Omega Model 1527LED-F-12L40T5-MDL018-SV1-EZ/480UHBPMR or Sternberg Omega Model 1527LED-F-16L40T2-MDL018-FG SV1-EZ/480UHBPMR as directed by the engineer..

Payment for this item shall be made at the contract unit price per Each for LIGHT POLE, SPECIAL, 12' which price shall include all costs for furnishing the required labor, materials and equipment necessary to complete the item in accordance with these specifications and detail shown in plans.

## ORNAMENTAL LIGHT POLE, ALUMNUM WITH CONTEMPORARY ARM

This item includes the installation of a 24' mounting height pole, mast arm, luminaires and accessories.

Work shall be in accordance with Section 830 insofar as applicable, modified herein and as detailed on the Plans.

Each pole will have a mast arm, 2 luminaires with a decorative two piece base.

The pole shall be Sternberg Model 6925ARTS-.250/BCC4/GFI LPIUC/BK.

The Luminaire shall be Sternberg Omega Model 15311ED-F-32L40T2-MDL018-FG-HSHB/CAS8/1AM and Omega Model 1521LED-F-16L40T2-MDL018-FG SV1-EZ/480UHBPMR/69.

Payment for this item shall be made at the contract unit price per Each for ORNAMENTAL LIGHT POLE, ALUMINUM WITH CONTEMPORARY ARM which price shall include all costs for furnishing the required labor, materials and equipment necessary to complete the item in accordance with these specifications and detail shown in plans.

# **REMOVE EXISTING HANDHOLE**

This work shall consist of the removal of existing handholes.

This work shall be completed in accordance with Article 895.05(b) of the Standard Specifications.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for REMOVE EXISTING HANDHOLE, which price shall include all labor, equipment necessary to complete the work.

# **HANDHOLES**

#### Description.

Add the following to Section 814 of the Standard Specifications:

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

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

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

The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters. Revise the third paragraph of Article 814.03 of the Standard Specifications to read: "Handholes shall be constructed as shown on the plans and shall be cast-in-place, or precast

concrete units. Heavy duty handholes shall be either cast-in-place or precast concrete units."

Add the following to Article 814.03 of the Standard Specifications:

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

# Cast-In-Place Handholes.

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

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

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

#### Precast Round Handholes.

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

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

The minimum wall thickness for precast heavy duty hand holes shall be 6 inches (152 mm). Precast round handholes shall be only produced by an approved precast vendor.

#### Materials.

Add the following to Section 1042 of the Standard Specifications:

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

# **ELECTRIC UTILITY SERVICE CONNECTION (COMED)**

Effective: January 1, 2012

Description. This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC <u>SERVICE</u>. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

## CONSTRUCTION REQUIREMENTS

General. It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement. Please contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866- 639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.

The Contractor should make particular note of the need for the earliest attention to arrangements with ComEd for service. In the event of delay by ComEd, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

Method of Payment. The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$10,000.

Basis of Payment. This work will be paid for at the contract lump sum price for ELECTRIC UTILITY SERVICE CONNECTION which shall be reimbursement in full for electric utility service charges.

## PUBLIC CONVENIENCE AND SAFETY (D-1)

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

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

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

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

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

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

"On weekends, excluding holidays, 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."

# RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL (D-1)

Effective: April 1, 2001 Revised: January 1, 2007

Add the following sentence to Article 1004.05 (a) of the Standard Specifications:

"Reclaimed Asphalt Pavement (RAP) may be used as aggregate in Non-porous Granular Embankment and Backfill. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed.

Add the following sentence to Article 1004.05 (c)(2) of the Standard Specifications:

"One hundred percent of the RAP when used shall pass the 3 inch (75 mm) sieve. The

RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

# AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D-1)

Effective: April 1, 2001 Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified."

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access."

## HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019 Revised: January 1, 2025

Revise Article 1004.03(c) to read:

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

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

	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16
HMA I . EGAI	IL-19.0L	CA 11 <sup>1/</sup>
HMA Low ESAL	IL-9.5L	CA 16

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

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

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

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

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

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

"Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6)

1032

(h) Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed

Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

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

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

"MIXTURE COMPOSITION (% PASSING) 1/												
Sieve	IL-19	.0 mm	SMA	A 12.5	SMA	9.5	IL-9.	.5mm	IL-9	.5FG	IL-4.7	'5 mm
Size	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	756/	90	100
#8 (2.36 mm)	20	42	16	24 4/	16	324/	34 5/	52 <sup>2/</sup>	45	606/	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 3/	7.5	9.5 3/	4.0	6.0	4.0	6.5	7.0	9.0 3/
#635 (20 μm)			<b>\leq</b>	3.0	≤3	3.0						
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

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

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

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign										
Mix Design	30	30 50 70 80 90									
IL-19.0		13.5	13.5		13.5						
IL-9.5		15.0	15.0								
IL-9.5FG		15.0	15.0								
IL-4.75 <sup>1/</sup>		18.5									
SMA-12.5 <sup>1/2/5/</sup>				17.03//16.04/							
SMA-9.5 <sup>1/2/5/</sup>				17.03//16.04/							
IL-19.0L	13.5										
IL-9.5L	15.0										

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760.
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall

be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

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

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

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

"(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department's "Hot-Mix Asphalt Trainee Course" to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's "Nuclear Density Testing" course to run all nuclear density tests on the job site."

Add Article 1030.06(d)(3) to the Standard Specifications to read:

"(3) The Contractor shall take possession of any Department unused backup or dispute resolution HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer. The HMA mixture samples or density specimens may be added to RAP stockpiles according to Section 1031."

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

"When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be based on the running average of four available Department test results for that project. If less than four Gmm test results are available, an average of all available Department test results for that project will be used. The initial Gmm will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial Gmm."

Revise the following table and notes in Article 1030.09 (c) of the Standard Specifications to read:

CONTROL LIMITS						
Parameter	IL-19.0, IL-9.5, IL-9.5FG, IL-19.0L, IL- 9.5L		SMA-12.5, SMA-9.5		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: 1/						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
# 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
# 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
# 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
# 30 (600 µm)	±4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content # 200 (75 μm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Air Voids <sup>2/</sup>	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
Field VMA 3/	-0.7 %	-0.5 %	-0.7 %	-0.5 %	-0.7 %	-0.5 %

- 1/ Based on washed ignition oven or solvent extraction gradation.
- 2/ The air voids target shall be a value equal to or between 3.2 % and 4.8 %.
- 3/ Allowable limit below minimum design VMA requirement.

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

"(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1)."

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

"When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be the Department mix design verification test result."

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

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

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

			1
	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	$V_D$ , P, $T_B$ , $3W$ , $O_T$ , $O_B$	$V_S, T_B, T_{F, O_T}$	As specified in Section 1030
IL-4.75 and SMA <sup>3/4/</sup>	$T_B$ , 3W, $O_T$	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <sup>2/</sup>	$T_{\mathrm{B}}$	$T_{\mathrm{F}}$	As specified in Articles 582.05 and 582.06.

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

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

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and

surface Mix Design's Gmb."

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

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

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

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

### **ADJUSTMENTS AND RECONSTRUCTIONS (D-1)**

Effective: March 15, 2011 Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

**"602.04 Concrete.** Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-2 concrete, unless

otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

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

Revise the first sentence of Article 603.07 to read:

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

### DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D-1)

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

Add the following to Article 603.02 of the Standard Specifications:

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

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

Placement shall be according to the manufacturer's specifications.

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

### TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D-1)

Effective: February 1, 1996 Revised: March 1, 2011

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

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

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

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

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

### TRAFFIC CONTROL PLAN (D-1)

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

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

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

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

### STANDARDS:

701006-05, 701011-04, 701301-04, 701311-03, 701501-06, 701801-06, and 701901-10

### **DETAILS** (included in Plans):

- (TC-10) Traffic Control and Protection for Side Roads, Intersections, and Driveways
- (TC-13) District One Typical Pavement Markings
- (TC-16) Short Term Pavement Marking Letters and Symbols
- (TC-21) Detour Signing for Closing State Highways
- (TC-22) Arterial Road Information Sign
- (TC-26) Driveway Entrance Signing

### SPECIAL PROVISIONS:

Maintenance of Roadways (D1)

Public Convenience and Safety (D1)

Traffic Control and Protection (Arterials) (D1)

Temporary Information Signing

Short Term and Temporary Pavement Markings (BDE)

Vehicle and Equipment Warning Lights (BDE)

Work Zone Traffic Control Devices (BDE)

Sign Panels and Appurtenances (BDE)

### FRICTION AGGREGATE (D-1)

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

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

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

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

Use	Mixture	Aggregates Allowed	
Class A Seal or Cover		Allowed Alone or in Combination 5/:	
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete	
HMA	Stabilized Subbase	Allowed Alone or in Combination 5/:	
Low ESAL	or Shoulders	Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete	

Use	Mixture	Aggregates Allowe	ed	
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Crushed Gravel Carbonate Crushed Crushed Crushed Sandston Crushed Slag (AC Crushed Concrete	ed Stone ne CBF)	
НМА	C Surface and Binder IL-9.5	Allowed Alone or i	in Combination 5/:	
High ESAL Low ESAL IL-9.5 IL-9.5FG or IL-9.5L		Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>		
HMA	D Surface and Binder IL-9.5	Allowed Alone or in Combination 5/:		
High ESAL	or IL-9.5FG	Crushed Gravel	ed Stone (other than ed Stone ne CBF)	
		Other Combinations Allowed:		
		Up to	With	
		25% Limestone	Dolomite	
		50% Limestone	Any Mixture D aggregate other than Dolomite	
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone	

Use	Mixture	Aggregates Allowed	
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Combination 5/6/:  Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag  No Limestone.  Other Combinations Allowed:  Up to  With  50% Dolomite²/ Any Mixture E aggregate  75% Dolomite²/ Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed	
		75% Crushed Gravel <sup>2/</sup>	Stone  Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Combination  Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.  Other Combinations Allowed:  Up to  With	

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

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

### <u>HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D-1)</u>

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

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

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

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

Low ESAL – Required Samples for Verification Testing		
Mixture	I-FIT Testing 1/2/	

Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be  $7.5 \pm 0.5$  percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

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

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above." Add the following to the end of Article 1030.10 of the Standard Specifications to read:

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

### **TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996 Revised: January 29, 2020

701.06T

### **Description:**

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may

be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

### Materials

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

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

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

### GENERAL CONSTRUCTION REQUIREMENTS

### Installation:

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

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

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

### Method of Measurement:

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

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

<u>Basis Of Payment:</u> This work shall be paid for at the contract unit price per Square Foot for TEMPORARY INFORMATION SIGNING.

### KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003 Revised: August 10, 2017

701.08Ta

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 Engineer seventy—two (72) hours in advance of all long-term (24 hrs. or longer) lane closures.

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 7:30AM to 9:30AM and 3:30PM to 6:30PM.

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 = \$1,000.00

Two lanes blocked = \$2,500.00

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.

### SIGN SHOP DRAWING SUBMITTAL

Effective: January 22, 2013 Revised: July 1, 2015

720.02TS

Add the following paragraph to Article 720.03 of the Standard Specifications:

Shop drawings will be required, according to Article 105.04, for all Arterials/Expressways signs except standard highway signs covered in the MUTCD. Shop drawings shall be submitted to the Engineer for review and approval prior to fabrication. The shop drawings shall include dimensions, letter sizing, font type, colors and materials.

### **SUPPLEMENTAL WATERING**

This work will include watering sod, trees, shrubs, vines, and perennials at the rates specified and as directed by the Engineer.

<u>Schedule:</u> Watering will only begin after the successful completion of all period of establishment requirements. Water trees, shrubs, and vines every 7 days throughout the growing season (April 1 to November 30). Water perennials, plugs, and sod a minimum of twice a week. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. The Contractor shall give an approximate time window of when they will begin at the work location to the Engineer. The Engineer shall be present during the watering operation. A minimum of 10 units of water per day must be applied until the work is complete.

Should the Contractor fail to complete the work on a timely basis or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department liquidated damages as outlined in the "Failure to Complete Plant Care and Establishment Work on Time" special provision.

In fixing the damages as set out herein, the desire is to establish a 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 the trees if the watering is delayed. 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.

<u>Source of Water</u>: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

<u>Rate of Application</u>: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

35 gallons per tree

25 gallons per large shrub

15 gallons per small shrub

4 gallons per vine

3 gallons per perennial plant (Gallon)

2 gallons per perennial plant (Quart)

2 gallons per perennial plant (Plug)

27 gallons per square yard for Sodded Areas

Method of Application: A spray nozzle that does not damage small plants must be used when watering all vegetation. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees, shrubs, and seedlings if mulch and soil are not displaced by watering. The water shall be applied to individual plants in such a manner that the plant hole shall be saturated without allowing the water to overflow beyond the earthen saucer. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. Water shall slowly infiltrate into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

<u>Method of Measurement</u>: Supplemental watering will be measured in units of 1000 gallons of water applied as directed.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all

water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

### FAILURE TO COMPLETE PLANT CARE AND ESTABLISHMENT WORK ON TIME

Should the Contractor fail to complete the plant care and/or supplemental watering work as per the standard specifications or within 36 hours notification from the Engineer, or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of:

- \$50.00 per tree/per day
- \$40.00 per large shrub/per day
- \$35.00 per small shrub/per day
- \$20.00 per vine/per day
- \$20.00 per perennial/per day
- \$20.00 per sq yd sod/per day

not as 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 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 the tree(s) if the watering or plant care is delayed. 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**

Effective: July 1, 2021
☐ No project specific reports were prepared.
When applicable, the following checked reports and record information is available for Bidders' reference upon request:
☐ Record structural plans
☐ Preliminary Site Investigation (PSI) (IDOT ROW)
☑ Preliminary Site Investigation (PSI) (Local ROW)
☐ Preliminary Environmental Site Assessment (PESA) (IDOT ROW)
☑ Preliminary Environmental Site Assessment (PESA) (Local ROW)
■ Boring Logs
☐ Pavement Cores
☐ Location Drainage Study (LDS)
☐ Hydraulic Report
☐ Noise Analysis
☐ Other:
Those seeking these reports should request access from:

Dan O'Malley, P.E. domalley@ehancock.com Hancock Engineering Co. 9933 Roosevelt Road Westchester, Il 60154 708-865-0300

### IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012 Revised: February 2, 2017

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

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

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

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

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract and furnish periodic written reports to the IDOT District EEO Officer

that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is \_\_\_\_1\_.

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

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

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

is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

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

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

### SPECIAL PROVISION FOR INSURANCE

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

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

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

Village of Prockfield: 8820 Brockfield Avanua, Brockfield, Illinois 60153

Village of Brookfield: 8820 Brookfield Avenue, Brookfield, Illinois 60153	
Village of Riverside: 27 Riverside Road, Riverside, Illinois 60546	

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

# State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets SPECIAL PROVISION

FOR

LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA Effective: January 1, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Illinois Environmental Protection Agency

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

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



Page 1 of 3

Professional Title: To Be Assigned

Email:

### **NOI Preparer Information**

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

Project/Site Information

~

Project/Site Name: Grand Boulevard/Brookfield Avenue Improvements

### Project/Site Location

Address Line 1: 8820 Brookfield Avenue

Address Line 2: City: Brookfield

ZIP/Postal Code: 60153 State: IL

County or Similar Division: Cook

### Latitude/Longitude for the Project

Latitude/Longitude Format: Decimal Degrees

Latitude/Longitude: 41.822914°N, 87.840595°W

### Other Project Information

Approximate Construction Start Date: 04/01/2025 Approximate Construction End Date: 09/19/2025 Total Size of Construction Site in Acres: 4.23

Type of Construction: Reconstruction

SIC Code:

Type a detailed description of the Project:

The work on the project will include point repairs to the combined sewer system, repair and replacement of deteriorated drainage structures, installation of pipe underdrain, earth excavation, removal and replacement of curb and gutter, dri veway aprons, and sections of sidewalk, installation of brick paver sidewalk, removal and replacement of lighting, additional streetscape improvements, hot-mix asphalt (HMA) binder and surface course installation, pavement marking, restor ation of disturbed areas with topsoil and sod, and other related work.

SWPPP Information

**~** 

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

### **SWPPP Contact Information**

First Name Middle Initial Last Name: Daniel O'Malley

Organization:

Professional Title: Village Engineer

Phone: 630-864-7081 Ext.:

Email: domalley@ehancock.com

### **Project Inspector**

Is the Project Inspector Information the same as the SWPPP Contact Information?  $\underline{\text{Yes}}$ 

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

Name	Uploaded Date	Size
♣ Relevant Plan Sheets.pdf (attachment/1904377)	08/21/2024	10.35 MB
<b>★</b> SWPPP (BDE-2342).pdf (attachment/1904359)	08/21/2024	4.55 MB

Receiving Water Information

Does your storm water discharge directly to: Storm Sewer

Owner of Storm Sewer System: Village of Brookfield

### Historic Preservation and Endangered Species Compliance

#### Historic Preservation Office:

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

Name	Uploaded Date	Size
<b>≛</b> 26166 - Finding of NAE memo with SHPO concurrence.pdf (attachment/1904342)	08/21/2024	336.06 KB

#### IDNR Impact Assessment Section:

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

Na	me	Uploaded Date	Size
±	EcoCAT_2417215.pdf (attachment/1904343)	08/21/2024	1.35 MB

### Certification Information

~

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 have no personal knowledge that the information submitted is other than 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. Signing an electronic document on behalf of another person is subject to criminal, civil, administrative, or other lawful action.

Certified By: Daniel J. O'Malley

Certifier Title: Project Manager

Certifier Email: domalley@ehancock.com

Certified On: 08/21/2024 4:32 PM ET



Illinois Construction General Permit (CGP) Authorization for - Grand Boulevard/Brookfield Avenue Improvements, NPDES Number: ILR10ZEK8

From no-reply@epacdx.net <no-reply@epacdx.net>
Date Tue 8/27/2024 2:29 PM

Project/Site: Grand Boulevard/Brookfield Avenue Improvements, Brookfield, IL, Cook County NPDES Permit No: ILR10ZEK8

### 08/27/2024

We have reviewed your application requesting new coverage for Grand Boulevard/Brookfield Avenue Improvements located at 8820 Brookfield Avenue, Brookfield, IL 60153, and determined that storm water discharges associated with industrial activity from construction sites are appropriately covered by the <u>General NPDES Permit</u> issued by the Agency. Your discharge is covered by this permit effective as of the date of this letter. A copy of the NOI submission can be downloaded at this link: <a href="https://npdes-ereporting.epa.gov/net-cgp/api/public/v1/form/1904341/attachment/zip">https://npdes-ereporting.epa.gov/net-cgp/api/public/v1/form/1904341/attachment/zip</a>.

The Permit includes special conditions regarding the application, Storm Water Pollution Prevention Plan and reporting requirements. Failure to meet any portion of the Permit could result in civil and/or criminal penalties. The Agency is ready and willing to assist you in interpreting any of the conditions of the Permit as they relate specifically to your discharge.

As a Permit Holder, it is your responsibility to:

- 1. Submit a modified Notice of Intent of any substantial modification to the project such as address changes, new contractors, area coverage, or additional discharges to Waters of the United States within 30 days.
- 2. Submit a Notice of Termination once the site has completed final stabilization and all storm water discharges from construction activities that are authorized by this Permit are eliminated.

Please reference your permit number ILR10ZEK8 in all future correspondence. Should you have any questions concerning the Permit, please contact the Permit Section at (217) 782-0610.

Sincerely,

Darin E. LeCrone Manager, Permit Section Division of Water Pollution Control

Link to: General NPDES Permit No. ILR10

To: Greg Lupton Attn: Stephen Letsky

From: Jack Elston By: Joseph Galloy

Subject: Cultural Resource Concurrence

Date: July 26, 2024

Cook County Brookfield Grand Boulevard/Brookfield Avenue Sidewalk/ Road Improvements Section #21-00134-00-RS IDOT Sequence # 26166 SHPO Log #015062624

IDOT, in coordination with FHWA, has made a finding of "No Adverse Effect." Attached is the letter from the Illinois State Historic Preservation Officer (SHPO) indicating that the project as currently proposed meets the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (Standards), and that they concur in our finding of no adverse effect to historic resources in the Area of Potential Effects (APE) pursuant to 36 CFR 800 as part of this undertaking.

This completes the Section 106 process and no further cultural resource coordination is required. If the proposed project is modified or new information indicates that historic properties may be affected, coordination with BDE Cultural Resources should be initiated.

Joseph M. Galloy, PhD, RPA Cultural Resources Unit Manager Bureau of Design & Environment

JG:eh



Cook County Brookfield

**Roadway Improvements** 

Grand Blvd. between Grant Ave. and Prairie Ave., Brookfield Ave. between Prairie Ave. and Woodside Ave., Woodside Ave. between Brookfield Ave. and Parkview Ave., Parkview Ave. between Woodside Ave. and Golf Road, Golf Road between Parkview Ave. and Washington Ave., Brookfield

IDOT Sec #-21-00134-00-RS, IDOT Seq #-26166, SHPO Log #015062624

July 26, 2024

Daniel O'Malley Edwin Hancock Engineering Co. 9933 Roosevelt Road Westchester, IL 60154

Dear Mr. O'Malley:

Thank you for your submission of streetscape and roadway improvements along Grand Boulevard in Brookfield (SHPO log # 015062624), which we received on 6/26/24. Our comments are required by Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act).

Grossdale Station, 8820 ½ Brookfield Avenue, is within the project's Area of Potential Effect (APE) and was listed to the NRHP on 6/15/1982.

This office concurs with IDOT that the Grand Boulevard Historic District along Grand between Grant and Brookfield and the North Riverside Water Station at 8636 West Brookfield Avenue are eligible for listing to the National Register of Historic Places (NRHP) under Criterion C at the local level of significance.

This office does not concur with IDOT that the following resources are not eligible for listing to the NRHP. They are eligible for listing under Criterion C for their architecture at the local level of significance:

- 1. 3661, 3663, 3665, 3667, and 3669 Arden Avenue and 8640, 8642, 8644, 8646, 8648 Brookfield Avenue. built 1953-54, eligible as a complex for its streamlined design and as an early postwar apartment development.
- 2. 8400 Brookfield Avenue, eligible for its Modern architecture
- 3. 8436 Brookfield, eligible as a rare commercial example of storybook design, more prevalent in residential architecture of the 1920s and 30s, with random ashlar stone, slate roofing on heavy timber supports, and crenelated center pavilion.

Additionally, our staff have determined that no historic archaeological properties are known to exist within the APE. However, if any archaeological materials are encountered during construction, this office must be notified. This letter is not a clearance for purposes of the <u>Illinois Human Remains Protection Act</u> (20 ILCS 3440).

This project will not adversely affect any historic resources.

If the project's scope of work changes from that which has been submitted to and approved by this office, you must email those changes to Anthony Rubano (<u>Anthony.Rubano@Illinois.gov</u>) for review and comment. Failure to submit project changes for review and comment may result in an adverse effect determination.

Sincerely,

Carey L. Mayer, AIA

**Deputy State Historic Preservation Officer** 

c: Dr. Joseph Galloy, Illinois Department of Transportation



### Storm Water Pollution Prevention Plan



Route	Marked Route	Section Number
Village of Brookfield	FAU 1694/1408	21-0034-00-RS
Project Number	County	Contract Number
AQ4W (052)	Cook	61K86

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

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

Signature		Date
Danl	O'Molly	8/21/24
Print Name	Title	Agency
Daniel O'Malley	Village Engineer	Edwin Hancock Engineering Co.

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

### I. Site Description:

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

Latitude (deg, min, sec): 41.822914 Longitude (deg, min, sec): 87.840595

Section: 27, 11 Township: 39N, 39N Range: 12E, 12E

Village of Brookfield

Grand Boulevard (Grant Avenue - Prairie Avenue)

Brookfield Avenue (Prairie Avenue - Woodside Avenue)

Woodside Avenue (Brookfield Avenue - Parkview Avenue)

Parkview Avenue (Woodside Avenue - Golf Road)

Golf Road (Parkview Avenue - Washington Avenue)

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

The work on the project will include point repairs to the combined sewer system, repair and replacement of deteriorated drainage structures, installation of pipe underdrain, earth excavation, removal and replacement of curb and gutter, driveway aprons, and sections of sidewalk, installation of brick paver sidewalk, removal and replacement of lighting, additional streetscape improvements, hot-mix asphalt (HMA) binder and surface course installation, pavement marking, restoration of disturbed areas with topsoil and sod and other related work

C.	Provide	the	estimated	duration	of	this	project

6 months

D. The total area of the construction site is estimated to be $\frac{6.97}{}$ acres.
The total area of the site estimated to be disturbed by excavation, grading or other activities is 4.23 acres.
E. The following are weighted averages of the runoff coefficient for this project before and after construction activities are completed; see Section 4-102 of the IDOT Drainage Manual:
0.6
F. List all soils found within project boundaries; include map unit name, slope information, and erosivity:  The site is primarily "built up" and consists of impervious materials. The soil types have not been classified as
erosive type. There are no significant slopes located within the project.
ordere type. There are no eignmeant eleptor termes many are project.
G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:
N/A
H. Provide a description of potentially erosive areas associated with this project:
N/A
<ol> <li>The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g., steepness of slopes, length of slopes, etc.):</li> </ol>
Stage 1) Underground Activities: excavating under sidewalk to install underdrain pipe (3700 Grand); combined
sewer point repairs (througout); and replacement of failing drainage structures (throughout)
Stage 2) Streetscape Activities: removal and replacement of lighting foundations and conduits (3700 Grand, Brookfield Ave west of Arden Ave)
Stage 3) Pavement Improvement Activities: removal of failing pavement sections and undercut excavation on an
as needed basis (throughout), excavation beneath curb and sidewalk to place stone bedding (throughout)
Stage 4) Restoration Activities: restoration of disturbed parkways and landscaping with topsoil and sod
(throughout)
*Specific locations of activities can be found in the attached plan sheets
J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to surface water including wetlands.
K. Identify who owns the drainage system (municipality or agency) this project will drain into:
Village of Brookfield
L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:
Village of Brookfield
M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:
N/A

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes (i.e., 1:3 or steeper), highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. Include any commitments or requirements to protect adjacent wetlands.
For any storm water discharges from construction activities within 50-feet of Waters of the U.S. (except for activities for water-dependent structures authorized by a Section 404 permit, describe: a) How a 50-foot undisturbed natural buffer will be provided between the construction activity and the Waters of the U.S. or b) How additional erosion and sediment controls will be provided within that area.
N/A
O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.
N/A
303(d) Listed receiving waters for suspended solids, turbidity, or siltation.  The name(s) of the listed water body, and identification of all pollutants causing impairment:
N/A
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:
Inlet filters will be installed in existing and proposed catch basins to collect sediment and prevent it from entering the sewer system.
Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
N/A
Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:  N/A
L
N/A
☐ Floodplain
N/A
☐ Historic Preservation
IDOT's Cultural Resources made a "No Historic Properties Affected" finding for the project site.
Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation TMDL (fill out this section if checked above)
The name(s) of the listed water body:
N/A
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:
N/A
If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:
N/A
☐ Threatened and Endangered Species/Illinois Natural Areas (INAI)/Nature Preserves
N/A
Other

N/A					
Wetland					
N/A					
P. The following poll Antifreeze / C Concrete Concrete Cur Concrete True Fertilizers / Pe	ing Compounds ck Waste	struction project:  Solid Waste Debris Solvents Waste water from cleaning construction equipments Other (Specify) Other (Specify)			
Soil Sedimen	as, diesel, oil, kerosene, hydraulic oil / fluids) t	Other (Specify) Other (Specify) Other (Specify)			
II. Controls:					
I.C above and for a implementation as indicated. The Comodifications to ke	all use areas, borrow sites, and waste sites. For e indicated. The Contractor shall provide to the Re intractor, and subcontractors, will notify the Reside	nted for each of the major construction activities described in Section each measure discussed, the Contractor will be responsible for its esident Engineer a plan for the implementation of the measures ent Engineer of any proposed changes, maintenance, or nit ILR10. Each such Contractor has signed the required certification			
A. Erosion and Sec	liment Controls: At a minimum, controls must be	coordinated, installed and maintained to:			
<ol> <li>Minimize the amount of soil exposed during construction activity;</li> <li>Minimize the disturbance of steep slopes;</li> <li>Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;</li> <li>Minimize soil compaction and, unless infeasible, preserve topsoil.</li> </ol>					
B. <b>Stabilization Practices:</b> 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 <b>immediately</b> where construction activities have temporarily or permanently ceased, but in no case more than <b>one (1)</b> 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.					
<ol> <li>Where the ini practicable.</li> </ol>	<ol> <li>Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.</li> </ol>				
	<ol><li>On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.</li></ol>				
The following	stabilization practices will be used for this project	:			
Geotextile Permaner Preservat Protection Sodding	nt Seeding ion of Mature Seeding	Temporary Turf (Seeding, Class 7) Temporary Mulching Vegetated Buffer Strips Other (Specify) Other (Specify) Other (Specify) Other (Specify) Other (Specify)			
Describe how the st	tabilization practices listed above will be utilized d	uring construction:			
		ject ROW, thereby maintaining the root system and			

will be restored with topsoil and sod will be placed as soon as possible.	
Describe how the stabilization practices listed above will be utilized after construction activities have been completed:	
After concrete work is completed, the parkways will be restored with topsoil and sod will be placed as soon as	
possible.	, socione in the top of the top o
C. Structural Practices: Provided below is a description of structural divert flows from exposed soils, store flows or otherwise limit run Such practices may include but are not limited to: perimeter eros subsurface drains, pipe slope drains, level spreaders, storm drains.	off and the discharge of pollutants from exposed areas of the site. sion barrier, earth dikes, drainage swales, sediment traps, ditch checks,
Aggregate Ditch	Stabilized Construction Exits
☐ Concrete Revetment Mats	Stabilized Trench Flow
□ Dust Suppression	☐ Slope Mattress
Dewatering Filtering	☐ Slope Walls
Gabions	☐ Temporary Ditch Check
☐ In-Stream or Wetland Work	☐ Temporary Pipe Slope Drain
Level Spreaders	Temporary Sediment Basin
☐ Paved Ditch	☐ Temporary Stream Crossing
Permanent Check Dams	☐ Turf Reinforcement Mats
Perimeter Erosion Barrier	Other (Specify)
Permanent Sediment Basin	Other (Specify)
Retaining Walls	Other (Specify)
Riprap	Other (Specify)
Rock Outlet Protection	Other (Specify)
_	Other (Specify)
Sediment Trap	
Storm Drain Inlet Protection	Other (Specify)
Describe how the structural practices listed above will be utilized during construction:  Inlet controls will be installed at each drainage structure to prevent material from entering the sewer system. The inlet controls consist of bagged inserts with replacement reinforced filter bags to trap sediment and debris. The	
inlet controls will be inspected weekly, or after 0.5" rain events, and cleaned when 75% full.	
Stockpiles including stone, topsoil, or debris will be placed off of the curbline and away from drainage structures to ensure proper drainage of the roadway. The slopes of the stockpiles will not exceed 2:1 slope to prevent erosion. The topsoil stockpiles are to be removed wihtin the working day or tarped when inclement weather is forecasted.	
Describe how the structural practices listed above will be utilized after construction activities have been completed:  N/A	
D. Treatment Chemicals	
Will polymer flocculants or treatment chemicals be utilized on this p	project: Yes No
This polythol hosediants of treatment enemicals be disinzed on the project.	
If yes above, identify where and how polymer flocculants or treatments	ent chemicals will be utilized on this project.
N/A	
E. Permanent (i.e., Post-Construction) Storm Water Management Controls: Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction	

eliminating disturbance to soils which are adjacent to the trunk. After concrete work is completed, the parkways

operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

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

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

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:

Inlet filters will be installed in existing and proposed catch basins to collect sediment and prevent it from entering the sewer system.

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

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

Installation of inlet filters and designated concrete washout areas.

- G. Contractor Required Submittals: Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.
- 1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
  - Approximate duration of the project, including each stage of the project
  - · Rainy season, dry season, and winter shutdown dates
  - Temporary stabilization measures to be employed by contract phases
  - · Mobilization time-frame
  - Mass clearing and grubbing/roadside clearing dates
  - Deployment of Erosion Control Practices
  - Deployment of Sediment Control Practices (including stabilized cons
  - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
  - · Paving, saw-cutting, and any other pavement related operations
  - Major planned stockpiling operation
  - Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
    - Permanent stabilization activities for each area of the project
- 2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
  - Temporary Ditch Checks Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
  - · Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
  - Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
  - Stockpile Management Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
  - Waste Disposal Discuss methods of waste disposal that will be used for this project.

- Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

#### III. Maintenance:

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

N/A

#### IV. Inspections:

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

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

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

The Incidence of Non-Compliance shall be mailed to the following address: Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

#### V. Failure to Comply:

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

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#### **SPECIAL CONDITIONS**

- 1. All SWPPPs and completed inspection forms/reports required under this permit shall be made available to the public within 30 days upon request. If the SWPPP or inspection form/report cannot be provided, the permittee must respond to the request within 30 days with a statement that explains why the document cannot be provided. Any portion of the SWPPPP may be claimed as confidential.
- 2. Once the project has been awarded, the contractor shall provide a schedule for when major grading activities will occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated. All major grading activities, cessation of construction activities, and the initiation of stabilization measures will be recorded in the SWPPP once completed. Stabilization efforts must be completed within 14 days.
- 3. At locations on the project where inlet filters are used, if there is evidence of sediment accumulation adjacent to the inlet protection measure, the deposited sediment must be removed by the same business day in which it is found or the following business day if removal by the same business day is not feasible.
- 4. If there are releases found to be in excess of the reportable quantities, then a report shall be made summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) when excess releases were found, major observations relating to the implementation of the SWPPP, and action taken in accordance with IV.D.4.b must be made and retained as part of the SWPPP for at least three years from the date that permit coverage expires or is terminated. All inspection reports must be retained at the construction site. The report must be signed in accordance with Part VI.G of this permit. Once completed, the report must be submitted to IEMA for review. The 24-hour response number is (217) 782-7860 and reports can be submitted to 2200 South Dirksen Parkway, Springfield, Illinois 62703.
- 5. Area inaccessible during inspections due to flooding or other unsafe conditions must be inspected within 72 hours of becoming accessible.
- 6. Disturbed areas, areas used for storage of materials that are exposed to precipitation and all areas where stormwater typically flows within the site shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan must be observed to ensure that they are operating correctly. All locations where stabilization measures have been implemented must be observed to ensure that they are still stabilized. Where discharge locations or points are accessible, they must be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site must be inspected for evidence of offsite sediment tracking.
- 7. If the SWPPP must be modified because of an inspection report, the modifications must be completed within 7 calendar days. The report must then be submitted to the IEPA for review.
- 8. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, and action taken in accordance with IV.D.4.b must be made and retained as part of the SWPPP for at least three years from the date that permit coverage expires or is terminated. All inspection reports must be retained at the construction site. The report must be signed in accordance with Part VI.G of this permit. Any flooding or other unsafe conditions that delay inspections must be documented in the inspection report.
- 9. The permittee must notify the appropriate Agency Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone, or fax (See Attachment A of the General NPDES

- Stormwater Permit for Construction Activities) within 24 hours of any incidence of noncompliance for any violation of the SWPPP observed during any inspection conducted, or for violations of any condition of this permit.
- 10. Corrective actions must be taken when any of the following conditions are identified: A stormwater control needs repair or replacement; A stormwater control necessary to comply with the requirements of this permit was never installed or was installed incorrectly; Discharges are causing an exceedance of applicable water quality standards; or A prohibited discharge has occurred. Corrective actions must be completed as soon as possible and documented within 7 days in an Inspection Report or report of noncompliance. If it is infeasible to complete the installation or repair within 7 calendar days, it must be documented why it is infeasible to complete the installation or repair within the 7-day timeframe and document the schedule for installing the stormwater control(s) and making it operational as soon as feasible after the 7-day timeframe. If maintenance is required for the same stormwater control at the same location three or more times, the control must be repaired in a manner that prevents continued failure to the extent feasible, and it must be documented the condition and how it was repaired. Alternatively, it must be documented why the specific reoccurrence of this same issue should continue to be addressed as a routine maintenance fix. Once completed, the report must be submitted to IEMA for review. The 24-hour response number is (217) 782-7860 and reports can be submitted to 2200 South Dirksen Parkway, Springfield, Illinois 62703.
- 11. The permittee must retain copies of the SWPPPs, all reports and notices required by this permit, records of all data used to complete the NOI to be covered by this permit, and the Agency Notice of Permit Coverage letter for at least three years from the date that permit coverage expires or is terminated. A copy of the SWPPP and any revisions to the plan required by this permit at the construction site from the date of project initiation to the date of final stabilization. Any manuals or other documents referenced in the SWPPP must also be retained at the construction site.



#### WATERSHED MANAGEMENT PERMIT

### METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

LOCAL SEWER SYSTEMS SECTION
111 EAST ERIE STREET, CHICAGO, IL 60611

www.mwrd.org/wmo

#### INSTRUCTIONS FOR COMPLETING PERMIT FORM

Submit a signed copy of the Watershed Management Permit application electronically through the Watershed Management Ordinance Permit Application Submittal System (WPASS) at <a href="www.mwrd.org/wpass">www.mwrd.org/wpass</a>. Include any other applicable permit schedules with the application and check the appropriate boxes. Submit a signed and sealed copy of the plan set. If applicable, submit the Fee Payment Voucher and Payment Receipt. Payments can be mailed to the address at the top of this form or submitted electronically at <a href="https://mwrd.org/form/lsss-payment">https://mwrd.org/form/lsss-payment</a>. For any questions or assistance with submitting the permit application please email us at <a href="mailto:wpass@mwrd.org">wpass@mwrd.org</a> or call (312) 751-3255.

AME AND LOCATION OF PROJECT		
me of Project (as shown on the plan set): Grand Boulevard/Brookfield Av	venue Improvements	
cation of Project (address or with respect to two major streets): 3700 Grand Boul	evard, Brookfield Avenue (Prairie Ave - Washington A	ve)
orth of 47th Street, East of LaGrange Road, South of Cermak Road, West	of Harlem Avenue	
unicipality (Township, if unincorporated): Village of Brookfield		
N (include all impacted, use additional sheet if necessary):		
<u>-</u>		
WER AREA OF PROJECT		
Combined Sewer Area Separate Sew	er Area	
PPLICABLE PERMIT SCHEDULES		
Project Information (Required for all projects)	WMO Schedule A	(Page 5 of 9)
Sewer Summary (Required for all projects)	WMO Schedule B	(Page 6 of 9)
Sewer Connections (Required for all projects)	WMO Schedule C	(Page 7 of 9)
Detention & Stormwater Management Facilities (WMO)	WMO Schedule D	(2 Pages)
Detention & Stormwater Management Facilities (Legacy)	WMO Schedule D-Legacy	(4 Pages)
Public Lift Station and/or Force Main	WMO Schedule E	(2 Pages)
Characteristics of Waste Discharge	WMO Schedule F	(2 Pages)
Treatment or Pretreatment Facilities	WMO Schedule G	(2 Pages)
Hazard Areas (Floodplain / Floodway /Riparian Areas)	WMO Schedule H	(2 Pages)
Affidavit Relative to Compliance with Article 7	WMO Schedule J	(1 Page)
Affidavit of Disclosure of Property Interest	WMO Schedule K	(2 Pages)
Notice of Requirements for Storm Water Detention	WMO Schedule L	(2 Pages)
Outfall, Direct Connection, District Owned or Leased Property	WMO Schedule O	(1 Page)
Soil Erosion and Sediment Control	WMO Schedule P	(1 Page)
Recording and Maintenance	WMO Schedule R	(2 Pages)
Wetlands and Wetland Buffer Areas	WMO Schedule W	(2 Pages)
Current Survey of Property Interests (Required for most projects)	Exhibit A	
DISTRICT or AUTHORIZED MUNICIPA	LITY USE ONLY	
Application Received: 6/04/2024 Permi	it Issued: 8/13/2024	
PERMIT ISSUED BY: DISTRICT	Authorized Municipality	
	cation of Project (address or with respect to two major streets): 3700 Grand Boul orth of 47th Street, East of LaGrange Road, South of Cermak Road, West unicipality (Township, if unincorporated): Village of Brookfield  N (include all impacted, use additional sheet if necessary):	me of Project (as shown on the plan set): Grand Boulevard/Brookfield Avenue Improvements cation of Project (address or with respect to two major streets): 3700 Grand Boulevard, Brookfield Avenue (Prairie Ave. Washington A orth of 47th Street, East of LaGrange Road, South of Cermak Road, West of Harlem Avenue micipality (Township, if unincorporated): Village of Brookfield  N (include all impacted, use additional sheet if necessary):

# WMO PERMIT GENERAL CONDITIONS

- Definitions. The definitions of Appendix A of the Watershed Management Ordinance are incorporated into this Watershed Management Permit by reference. Additionally, the following words and phrases shall be defined as follows:
  - a) Building and Occupancy Permit. Building and Occupancy Permit issued by the Municipality.
  - b) Design Engineer. A Professional Engineer who prepares plans and specifications for the project, and signs the Watershed Management Permit Application.
  - c) Inspection Engineer. A Professional Engineer who inspects the development to ensure compliance with the design plans, specifications, a Watershed Management Permit, and the Watershed Management Ordinance.
  - d) Permit. Watershed Management Permit.
  - e) General Conditions. General Conditions contained in a Watershed Management Permit.
  - f) Special Conditions. Special Conditions of this Watershed Management Permit.
- 2. Adequacy of Design. The schedules, plans, specifications and all other data and documents submitted for this Permit are made a part hereof. The Permit shall not relieve the Design Engineer of the sole responsibility for the adequacy of the design. The issuance of this Permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.
- Joint Construction and Operation Permits. Unless otherwise stated by the Special Conditions, the issuance of this Permit shall be a joint construction and operation permit, provided that the Permittee or Co-Permittee has complied with all General and Special Conditions.
- 4. Allowable Discharges. Discharges into the Sanitary Sewer system constructed under this Permit shall consist of sanitary Sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this Permit. Stormwater shall not be permitted to enter the Sanitary Sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the Sanitary Sewer system.
- 5. Construction Inspection. All erosion and sediment control facilities, Stormwater Facilities, Detention Facilities, and Qualified Sewer Construction shall be inspected and approved by an Inspection Engineer acting on behalf of the Permittee or the Owner of the

- project, or by a duly authorized and competent representative of the Inspection Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.
- 6. Maintenance. Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, Sanitary Sewer lines, Combined Sewer lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the Permittee, the Co-Permittee, the property served, the Owner and the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property, unless the District has authorized assignment of the permit.
- Indemnification. The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless the Metropolitan Water Reclamation District of Greater Chicago ("District", "MWRD", or "MWRDGC") and its Commissioners, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District and its Commissioners, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the District and its Commissioners, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

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

# WMO PERMIT GENERAL CONDITIONS

- of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the Authorized Municipality and its elected officials, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.
- 8. Sewer Construction by District. Permittee understands and acknowledges that the District has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this Permit is issued, and that by the District constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this Permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

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

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

- 10. Costs. It is expressly stipulated and clearly understood that the Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, or facilities for which the Permit is issued shall be constructed, operated and maintained at no cost to the District.
- 11. Other Sewer Construction. The District reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to a District interceptor and/or in public right-of-ways of District easements, and to introduce additional Sewage flow through this connection into the intercepting sewer of said District.
- 12. Change of Use. This Permit shall be incorporated in the Building and Occupancy Permit for the Building or Buildings served under this Permit. The Owner or occupant of any Building served under this Permit shall not cause, or permit, a change of use of the Building to a use other than that indicated in this Permit without first having obtained a written permission from the Executive Director of the District.
- 13. Interceptors Overloading. The District hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
- 14. Transferability. This Permit may not be assigned or transferred without the written consent of the Executive Director of the District or Enforcement Officer of an Authorized Municipality. However, a Sole Permittee may be required to assign or transfer the Permit when divesting itself of ownership to a third-party and should notify the District prior to such divestment so that the District may determine whether assignment to the new owner is necessary.
- 15. Termination. The District has the right to enforce or revoke a Permit issued by either the District or an Authorized Municipality as outlined in Article 12 of the Watershed Management Ordinance.

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

# WMO PERMIT GENERAL CONDITIONS

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

- 16. Rights and Remedies. The various rights and remedies of the District contained in this Permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the District to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the District to pursue any other rights or remedies provided under the terms and provisions of this Permit or under any applicable rules, regulations, ordinances or laws.
- 17. Expiration. This Permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired Permit is deemed construction without a Permit. All construction under this Permit shall be completed within three (3) years after the date of permit issuance. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one (1) year period indicated will be considered from the date of final court action.
- 18. Revocation. In issuing this Permit, the District or Authorized Municipality has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this Permit, and all the rights of the Permittee hereunder shall immediately become null and void.
- 19. Advance Notice. The Permittee shall give the District or Authorized Municipality advance notice of at least two working days prior to the following: mobilization and installation of Erosion and Sediment Control Practices; commencement of construction; excavation for Qualified Sewer Construction; Major Stormwater Systems and Detention Facilities under this Permit; and completion of construction. When advance notice is given, the Permittee shall provide the Permit number, municipality and location.
- 20. Compliance with Plans and Specifications. All construction shall be in accordance with the plans and specifications submitted for this Permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or Permit requirements shall be permitted unless revised plans have been submitted to, and approved by the District or Authorized Municipality. The Permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the jobsite at all

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WMO Permit Number: 2024-0180

times during construction and until final inspection and approval by the District or Authorized Municipality.

- 21. Testing and Approval. All construction under this Permit shall be subject to inspection, testing and approval by the District. All testing shall be made, or caused to be made, by the Permittee at no cost to the District and in the presence of the District representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the District. No sewer or other facilities shall be put in service until all the conditions of the Permit have been satisfactorily met.
- 22. Record Drawings. Before final inspection and approval by the District or an Authorized Municipality, the Permittee shall furnish, or cause to be furnished to the District or an Authorized Municipality, a set of Record drawings and Schedule R for the site stormwater plan, Detention Facilities, Stormwater Facilities, and Qualified Sewer Construction.
- 23. Compliance with Rules and Regulations. The Permittee hereby expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this Permit shall not constitute a waiver of any applicable requirements.
- 24. Severability. The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit, is held invalid, the remaining provisions of this Permit shall continue in full force and effect.
- 25. Property Rights. This Permit does not convey any property rights of any sort, or any exclusive privilege.
- 26. Conflict with Other Conditions. In the case of conflict between these General Conditions and any other condition(s) in this permit, the other condition(s) shall govern.

# WMO SCHEDULE A

Watershed Management Permit No.

2024-0180

1 1	ROJECT INFO	MINATION			
1.	NAME OF PROJ	JECT Grand Boulevar			
2.	APPURTENANC	CES (check all applica		on the plans)	
	Siphon Stroom Crossing	☐ Drop Manholes ☐ Direct Connection	na to District	Public Lift Stat	ion Outfalls (Submit Sch. O)
Ш					<del></del>
3.	RECEIVING SA	NITARY/COMBIN	ED SEWER SYST	EM	
	A. System that pro  Existing	oject will connect to i Proposed /Under		District Permit #	
	List owners of all	sewers from project to	District interceptor	rVillage of Brookfield	
4.	RECEIVING ST	ORM SEWER SYST	FEM TRIBUTARY	TO WATERWA	ΔY
	A. System that pro Existing	oject will connect to i		istrict Permit #	
	List owners of	all sewers from proje	ect to waterway Vill	age of Brookfield	
5.	EXISTING LIFT	STATION			
	■ No ☐ Yes -	→ Receiving system	includes existing li	ft station	
		If yes, indicate lo	ocation		
6.	FLOOD PROTE Does any part of the	CTION AREAS he project area involv	e the following? (ch	eck all applicable i	tems)
	Floodplain/Floo (Schedule H)	odway/Riparian	Wetlands/Bu (Schedule W)	ffers/Riparian	
7.	SIZE OF PROJE	CT			
	Total contiguous or Development Area	meromp mereor	A-ROW acres		opment N/A- ROW acres  normal N/A- ROW acres
8.	STORMWATER	MANAGEMENT			
		e service area of a Dis Yes — → District Pe		ntion facility?	
		management provided Yes → Required		Other	
	C. Type of stormy	water management	(Submit Sch. D)	,	
	☐ Runoff Contro	1	☐ Volume Con	trol	Detention Storage

#### WMO SCHEDULE B SEWER SUMMARY

Watershed Management Permit No.

2024-0180

Sanitary (San), Combi	sewers in com	bined sewer a	wer construction rea) and their tri (SC), Storm to	butary type:			
Tributary Type	Choose an	Choose an	Choose an	Choose an	Choose	Choose an	Choose
Pipe Size (in.)	See	Choose one Attached	Sheet	Choose one	Choose one	Choose one	Choose one
Total Length (ft.)							
Min. slope used (%)							
Pipe Material *							
Total Manholes		) 					
Total Cleanouts							
Catch Basin/Inlets							
nitary Manholes in fl Note: All structures shall	have lids locate	ed above the FI		ted with waterti	ght, bolt down	covers/lids.	
		ck an mai ap	hisi				
NATURE OF PRO	adway/streetscape proje	ect with several draina	ge structure replacements	s, storm lateral replacem	ent, and sewer point i	epairs.	
NATURE OF PRO	adway/streetscape proje	ect with several draina	200000	s, storm lateral replacem			ment
NATURE OF PRO	nadway/streetscape proje		☐ Se		to serve fu	ture developi	nent
NATURE OF PRO	nced n serving a su	ıbdivision	☐ Se	wer extension	to serve fu	ture developi sewer area	
NATURE OF PROTECTION DIDOT TO THE Publicly fina Sewer system	nced n serving a su k sewer to ser	ıbdivision ve subdivisi	☐ Se	wer extension orm sewers in	to serve fur combined s	ture developi sewer area	
NATURE OF PROTECTION DOT TO THE Publicly fina  Sewer system  Off-site trunk	nced n serving a suk sewer to servings	abdivision  Twe subdivisi  d to service f	Se Sto	wer extension  orm sewers in  rvice connect  ions (not incli	to serve fur combined st ions to serve	ture developr sewer area e buildings (S	Sch. C)

# MWRD Watershed Management (WMO) Permit

# Grand Boulevard/Brookfield Avenue Improvements Attachment 1

WMO Schedule B- Sewer Quantity Summary

Pipe Size (in.)         12"           Total Length (ft)         38		Compined	Combined	Sanitary Service Pipe	Sanitary Service Pipe Storm to Combined Storm to Waterway Storm to Waterway Storm to Waterway	Storm to Waterway	Storm to Waterway	Storm to Waterway	Storm to Waterway
Total Length (ft) 38		15"	24"	9	8	8	10"	6" (underdrain)	9
		64	132	36 (as needed)	45	10	10	1450	30
Min Slope Used (%) Match Existing	cisting	Match Existing	Match Existing	Match Existing	4.20	2.00	2.00	0.00	1.00
Pipe Material* PVC D-2241	2241	PVC F-679	PVC F-679	PVC D-2241	PVC D-2241	PVC D-2241	PVC D-2241	PVC D-2241	PVC D-2241
Total Manholes 4' Dia MH = 1	H = 1								
Total Cleanouts 0		0	0	0	0	0	0	9	0
Catch Basin/Inlets Inlet =	= 1	Type-C CB = 1	4' Dia. $CB = 1$						

#### WMO SCHEDULE C

Watershed Management Permit No.

2024-0180

SEWER CONNECTI (FILL OUT ALL SECTIONS T			
1. BUILDING CONNECTION	N DATA		
A. RESIDENTIAL BUILDI	INGS		
☐ Single Family ☐ Multi Family	Total dwelling units * Number of sewer connection Total dwelling units * Number of sewer connection		PE** PE**
B. COMMERCIAL& RECRI		8	PE**
C. INDUSTRIAL BUILDING  Number of sewer  * Each sanitary line  ** Population Equivariant  ** Population Equivariant  ** A. COMMERCIAL & RECIDESCRIBE use of buildings, inc	er connections e exiting a building is a connection alent (Submit calculations for each of all that apply) REATIONAL	connection and total from	PE <sup>**</sup>
No proposed building connections.	A 100 CO		
Food preparation or processing ( Swimming pool (provide pool p		Auto service (i	nstall lint basin)
Manufacturing (describe)		Auto wash (ins	stall mud basin)
B. INDUSTRIAL BUILDIN Describe use of buildings, inc N/A Sewer connectio Industrial waste	eluding principal product(s) o		

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

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1.

2.

#### SOIL EROSION AND SEDIMENT CONTROL

<b>AME</b>	OF PROJECT: Grand Boule	vard/Brookfield Avenue Improve	ements	
PR	OJECT INFORMATION:			
A.	Project Area (include all distur	·bed area)	N/A- ROW	acres
B.	Stormwater discharges direct  Storm Sewer	ly to:		
	■ Combined Sewer			
	Overland Flow Route			
	$\square$ Waters of the State $\rightarrow$	Name of water body:		
	$\Box$ Other $\rightarrow$	Explain:		
C.	Indicate if any of the followin  ☐ Volume Control Facility		(check all that apply):  Outfall to Waterway	
	☐ Floodplain / Floodway	☐ Riparian Environment	☐ Tributary to Lake Michigan	
D.		rances indicated in Item 1.C w	Il be protected from erosion and sedin	mentation:
	N/A		<del></del>	
ind		for all practices. Include a sequen	ES: Submit a soil erosion and sediment of ce for all major construction activities. A	
A.	Indicate all temporary soil er	osion and sediment control pra	actices installed as part of the project:	
	☐ Entrance / Exit Control	☐ Vegetative Control	☐ Filtration for Dewatering	
	Concrete Washout	☐ Matting / Mulching	☐ Conveyance Channel	
	☐ Silt Fence	☐ Coir Roll	☐ Velocity Dissipation	
	☐ Double-Row Silt Fence	☐ Sediment Trap	☐ Cofferdam / Silt Curtain	
	■ Inlet Control	☐ Sediment Basin		
	Other:			
	Other:			
B.	Indicate all permanent soil er  ☐ Vegetative Control	osion control practices installed Velocity Dissipation	ed as part of the project:	
	Other:			

#### **SPECIAL CONDITIONS FOR PERMIT NO. 2024-0108**

- 1. This permit is issued for qualified sewer construction only.
- 2. Construction must conform to the soil erosion and sediment control requirements of this permit and any other local, state, and/or federal agencies.
- 3. The proposed perforated pipes shown on the plans are provided as part of the green infrastructure (GI) system to meet local requirements, and are not subject to MWRD approval. Except for routine maintenance, the GI system cannot be modified, adjusted, relocated, removed, or abandoned without written permission from the Director of Engineering of the MWRD.

Except for perforated pipes serving the green infrastructure (GI) system and for foundation/footing drains provided to protect buildings, drain tiles/field tiles/underdrains/perforated pipes discharging into sanitary sewers, combined sewers, or storm sewers tributary to MWRD facilities is prohibited. Construction of new facilities of this type is prohibited. Any encountered/discovered drain tiles/field tiles/underdrains/perforated pipes within the project area, other than those serving the GI system, shall be plugged or removed, and shall not discharge directly or indirectly to MWRD facilities.

- 4. The MWRD shall have 24 hour-a-day unrestricted access to all MWRD structures/sewers/facilities.
- 5. No debris shall enter MWRD structures/sewers/facilities/waterways.
- 6. All access hatches/manhole covers on MWRD structures/manholes within the project area shall not be buried/covered.

#### **ENGINEERING CERTIFICATIONS**

Watershed Management Permit No.

2024-0180

CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder. Comments, if any: Engineering Firm: Edwin Hancock Engineering **Telephone:** (708) 865 9933 W Roosevelt Road City: Westchester Date: 7/2/2024 Signature: 062-073491 Temail Address: domalley@ehancock.com CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with the property with the submitted with this application, have been examined by me and are found to be in compliance with all applicable redifficated. The manner of drainage is satisfactory and proper in accordance with local requirements. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder. I hereby certify that the project area is within the municipal corporate limits. • YES NO Owner of Local Sewer System: Village of Brookfield Musicipal Engineer: Daniel O'Malley, P.E. Telephone: 630-864-7081 3933 W Roosevelt Road City: Westchester **Zip** 60154 Date: 7/2/2024 Signature: ANIELPJEO'MA Email Address: domalley@ehancock.com RUMMCATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the Permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the District or an Authorized Municipality before testing and approval by the District or Authorized Municipality of the completed work. Engineering Firm: Edwin Hancock Engineering Telephone: 708-865-0300 9933 W Roosevelt Road Westchester Zip 60154 City: VIELD.ED'MA Signature: Date: 7/2/2024 062107349

Email Address: domalley@ehancock.com

#### SPECIAL CONDITIONS

Watershed Management Permit No.

2024-0180

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

If Permit is granted:				
Please return two (2) copies of the Permit to the Permittee; or Please mail one (1) copy to Permittee and one (1) copy to the person designated below:				
Name: Daniel O'Malley, P.E.				
Address: 9933 W Roosevelt Road, Westcheste domailey@ehancock.com	er, Illinois 60154			
CERTIFICATE BY APPLICANTS: We have read and thoroughly understand the conditions and requirements of this Permit application, and agree to conform to the Permit conditions and other applicable requirements of the District. It is understood that construction hereunder, after the Permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the District or an Authorized Municipality. It is further understood that this application shall not constitute a Permit until it is approved, signed and returned by the Director of Engineering of the District or Enforcement Officer of an Authorized Municipality.				
PERMITTEE  The project area is within municipal corporate limits.  Yes No Not Applicable	CO-PERMITTEE (Co-Permittee is Property Owner) Title to property is held in a land trust: Yes No If yes, Co-Permittee shall be beneficiary with Power of Direction			
Municipality Village of Brookfield	Owner			
Address 8820 Brookfield Avenue	Address			
City Brookfield Zip 60153	City Zip			
Signature 1/11/1/	Signature			
Name Vincent Smith (Print)	Name (Print)			
Title Director of Public Works	Title			
Date 6/31/2024 Phone 708-308-9449	Date Phone			
Email vsmith@brookfieldil.gov	Email			
DEVIEW AND ADDROVAL BY THE DIS	TRICT OR AUTHORIZED MUNICIPALITY			
Reviewed by: Marks W. Jackson (Local Sewer Systems) or (Profes	Date 12 AUG 2024			
Approved for Issue	Digitally signed by Ben Gasik			
Approved by: (For the Director of Engineering) or (En	Date: 2024.08.13 16:01:44-05'00'			



#### **EXHIBIT "C-1"**

# Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File:		
Agency Project:		
Contractor's Name (hereinafter called	"Contractor"), has entered into	o an agreement (hereinafter
called "Agreement") dated	, 201_, with <b>Agency's N</b> a	ame for the performance of
certain work in connection with the follo	owing project:	Performance of such
work will necessarily require Contractor	to enter BNSF RAILWAY CO	MPANY (hereinafter called
"Railway") right of way and property (here	einafter called "Railway Property	"). The Agreement provides
that no work will be commenced within R	, ,	, .
with said work for <b>Agency's Name</b> (i) e	, ,	. ,
hereof, and (ii) provides insurance of t		, .
Section 3 herein. If this Agreement is e	,	<u> </u>
President or Vice President of Contractor		·
the signatory is empowered to execute th	•	, , ,
ine signatory is empowered to execute th	as Agreement on behalf of Conti-	acioi.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

#### 1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.



THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

#### 2) **TERM**

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

#### 3) **INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each



occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ♦ Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- ♦ Fire legal liability
- ♦ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to *Railway* employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
  - Bodily injury and property damage
  - ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.



- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
  - ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- D. Railroad Protective Liability insurance naming only the *Railway* as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
  - ♦ Endorsed to include the Pollution Exclusion Amendment
  - ♦ Endorsed to include the Limited Seepage and Pollution Endorsement.
  - Endorsed to remove any exclusion for punitive damages.
  - ◆ No other endorsements restricting coverage may be added.
  - ◆ The original policy must be provided to the *Railway* prior to performing any work or services under this Agreement
  - ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

#### Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against *Railway* for all claims and suits against *Railway*. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against *Railway* for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against *Railway* for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.



Contractor is not allowed to self-insure without the prior written consent of *Railway*. If granted by *Railway*, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all *Railway* liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to *Railway* an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify *Railway* in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to *Railway* or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, *Railway* may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein,



naming *Railway* as an additional insured, and shall require that the subcontractor shall release, defend and indemnify *Railway* to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify *Railway* herein.

Failure to provide evidence as required by this section shall entitle, but not require, *Railway* to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by *Railway* shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving *Railway* arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, *Railway* shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### 4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; provided, however, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this



Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

#### 5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Agreement Private Agreement Crossing or Crossing (http://www.bnsf.com/communities/fags/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

#### 6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.



For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor's Name	BNSF Railway Company
Ву:	By:
Printed Name:	Manager Public Projects
Title:	Accepted and effective thisday of 20
Contact Person:	<u> </u>
Address:	<u> </u>
City:	
State: Zip:	<u> </u>
Fax:	<u></u>
Phone:	<u> </u>
F-mail:	



#### Illinois Environmental Protection Agency

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

# **Uncontaminated Soil Certification**

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

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

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

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

I. Source Locati					
•	n of the source of the u		•		
	rfield Avenue Improvem	•		umber, if available:	
•	n (address, including nu d Ave., Woodside Ave.,		): Golf Rd., Grand Ave Se	e attached figures	
City: Brookfiel	ld	State: IL	Zip Code: <u>60513</u>		
County: Cook		Township: Riv	erside & Proviso		
Lat/Long of approxim	ate center of site in dec	imal degrees (D	D.ddddd) to five decimal	olaces (e.g., 40.67890, -90.12345	i):
Latitude: 41.8232	Longitude: -	87.84026	<u></u>		
(Decimal D	egrees)	(-Decimal Degre	es)		
Identify how the lat/lo	ng data were determine	ed:			
	nterpolation	· 		DOA:	
IEPA Site Number(s), if assigned: BOL:				BOA:	_
Approximate Start Da			Approximate End Da	ite (mm/dd/yyyy):	
Estimated Volume of	debris (cu. Yd.):				
II. Owner/Operat	tor Information for	Source Site			
Site Owner			Site Operator		
Name:	Villa	ge of Brookfield	Name:		
Street Address:	8820 Bro	ookfield Avenue	Street Address:		
PO Box:			PO Box:		
City:	Brookfield	State: IL	City:	State:	<u>IL</u>
Zip Code:	60513 Phone:	708.485.4971	Zip Code:	Phone:	
Contact:			Contact:		
Email, if available:			Email, if available:		

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

Project Name: Brookfield Avenue Improvement Project Latitude: 41.82320 Longitude: - 87.84026

#### **Uncontaminated Soil Certification**

#### III. Basis for Certification and Attachments

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

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

A limited historical & regulatory review was performed to identify PIPs. Site reconnaissance was performed while sampling to evaluate on-site environmental conditions. Based on the nature & scope of the project, 17 soil samples were collected for indicator contaminants associated with identified PIPs and screened with a PID. Figures 2A & 2B shows sample locations.

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

See attached analytical summary tables, laboratory reports and associated NELAC certification. Figures 2A & 2B identify the project area that is covered by this certification.

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

I, Ryan M. LaDieu, P.E. (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 III. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

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

Company Name:	True North Consultar	nts			
Street Address:	1000 East Warrenville	e Road, Suite	140		
City:	Naperville	State:	IL	Zip Code: 60563	
Phone:	630.717.2880				
Ryan M. LaDieu					
Printed Name:	PaD=			May 24, 2024	PROFESSION
Licensed Professional Licensed Professional				Date:	RYAN M. LaDIEU 20 082-053687
				P.	E or L.P.G. Seal:

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#### AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012 Revised: April 1, 2022

Add the following Section to the Standard Specifications:

#### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

**303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement (ASI).

**303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

- **303.03 Equipment.** The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.
- **303.04 Soil Preparation.** The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department's "Subgrade Stability Manual" for the aggregate thickness specified.
- **303.05 Placing and Compacting.** The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

**303.06 Finishing and Maintenance.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

**303.07 Method of Measurement.** This work will be measured for payment according to Article 311.08.

**303.08 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

"1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI). The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
  - (1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
	8"	6"	4"	2"	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10."

Add the following to Article 1031.09 of the Standard Specifications:

"(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of  $\pm$  2.0 percent of the actual quantity of material delivered."

80274

#### **BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)**

Effective: November 2, 2006 Revised: August 1, 2017

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$ 

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

 $^{\circ}$ AC $_{V}$  = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the  $^{\circ}$  AC $_{V}$  will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC $_{V}$  and undiluted emulsified asphalt will be considered to be 65% AC $_{V}$ .

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x ( $G_{mb}$  x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ( $G_{mb}$  x 1) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and %  $AC_{V.}$ 

For bituminous materials measured in gallons: Q, tons =  $V \times 8.33$  lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons =  $V \times 1.0$  kg/L x SG / 1000

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

 $G_{mb}$  = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>P</sub> in excess of five percent, as calculated by:

Percent Difference =  $\{(BPI_L - BPI_P) \div BPI_L\} \times 100$ 

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

80173

#### CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES; CONCRETE, AND MORTAR (BDE)

Effective: January 1, 2025

Revise the first paragraph of Article 285.05 of the Standard Specifications to read:

"285.05 Fabric Formed Concrete Revetment Mat. The grout shall consist of a mixture of cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Fly ash or ground granulated blast furnace (GGBF) slag, and concrete admixtures may be used at the option of the Contractor. The grout shall have an air content of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The mix shall obtain a compressive strength of 2500 psi (17,000 kPa) at 28 days according to Article 1020.09."

Revise Article 302.02 of the Standard Specifications to read:

"302.02 Materials. Materials shall be according to the following.

	Item	Article/Section
(a)	Cement	1001
(b)	Water	1002
(c)	Hydrated Lime	1012.01
(d)	By-Product, Hydrated Lime	1012.02
(e)	By-Product, Non-Hydrated Lime	1012.03
(f)	Lime Slurry	1012.04
(g)	Fly Ash	1010
(h)	Soil for Soil Modification (Note 1)	1009.01
(i)	Bituminous Materials (Note 2)	

Note 1. This soil requirement only applies when modifying with lime (slurry or dry).

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 312.07(c) of the Standard Specifications to read:

"(c) Cement .......1001"

Add Article 312.07(i) of the Standard Specifications to read:

"(i) Ground Granulated Blast Furnace (GGBF) Slag ......1010"

Revise the first paragraph of Article 312.09 of the Standard Specifications to read:

"312.09 Proportioning and Mix Design. At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing.

The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

#### "352.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement (Note 1)	1001
(b) Soil for Soil-Cement Base Course	
(c) Water	1002
(d) Bituminous Materials (Note 2)	

Note 1. Bulk cement may be used for the traveling mixing plant method if the equipment for handling, weighing, and spreading the cement is approved by the Engineer.

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 404.02 of the Standard Specifications to read:

#### "404.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	
(d) Bituminous Material (Tack Coat)	1032.06
(e) Emulsified Asphalts (Note 1) (Note 2)	1032.06
(f) Fiber Modified Joint Sealer	1050.05
(a) Additives (Note 3)	

Note 1. When used for slurry seal, the emulsified asphalt shall be CQS-1h according to Article 1032.06(b).

Note 2. When used for micro-surfacing, the emulsified asphalt shall be CQS-1hP according to Article 1032.06(e).

Note 3. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

Revise the last sentence of the fourth paragraph of Article 404.08 of the Standard Specifications to read:

"When approved by the Engineer, the sealant may be dusted with fine sand, cement, or mineral filler to prevent tracking."

Revise Note 2 of Article 516.02 of the Standard Specifications to read:

"Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be a 1:1 blend of sand and cement comprised of a Type I, IL, or II cement at 185 lb/cu yd (110 kg/cu m). The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm)."

Revise Note 2 of Article 543.02 of the Standard Specifications to read:

"Note 2. The grout mixture shall be 6.50 hundredweight/cu yd (385 kg/cu m) of cement plus fine aggregate and water. Fly ash or ground granulated blast furnace (GGBF) slag may replace a maximum of 5.25 hundredweight/cu yd (310 kg/cu m) of the cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce an air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture."

Revise Article 583.01 of the Standard Specifications to read:

"583.01 Description. This work shall consist of placing cement mortar along precast, prestressed concrete bridge deck beams as required for fairing out any unevenness between adjacent deck beams prior to placing of waterproofing membrane and surfacing."

Revise Article 583.02(a) of the Standard Specifications to read:

"(a) Cement .......1001"

Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

**\*\*583.03 General.** This work shall only be performed when the air temperature is 45 °F (7 °C) and rising. The mixture for cement mortar shall consist of three parts sand to one part cement by volume. The amount of water shall be no more than that necessary to produce a workable, plastic mortar."

Revise Note 2/ in Article 1003.01(b) of the Standard Specifications to read:

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"2/ Applies only to sand. Sand exceeding the colorimetric test standard of 11 (Illinois Modified AASHTO T 21) will be checked for mortar making properties according to Illinois Modified ASTM C 87 and shall develop a compressive strength at the age of 14 days when using Type I, IL, or II cement of not less than 95 percent of the comparable standard.

Revise the second sentence of Article 1003.02(e)(1) of the Standard Specifications to read:

"The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater."

Revise the first sentence of the second paragraph of Article 1003.02(e)(3) of the Standard Specifications to read:

"The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater."

Revise the second sentence of Article 1004.02(g)(1) of the Standard Specifications to read:

"The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater."

Revise Article 1017.01 of the Standard Specifications to read:

"1017.01 Requirements. The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the high-strength mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer's specifications. The Department will maintain a qualified product list."

Revise the fourth sentence of Article 1018.01 of the Standard Specifications to read:

"The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department."

Revise Article 1019.02 of the Standard Specifications to read:

"1019.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002

(c) Fine Aggregate for Controlled Low-Strength Material (CLSM)	1003.06
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag	1010
(f) Admixtures (Note 1)	

Note 1. The air-entraining admixture may be in powder or liquid form. Prior to approval, a CLSM air-entraining admixture will be evaluated by the Department. The admixture shall be able to meet the air content requirements of Mix 2. The Department will maintain a qualified product list."

Revise Article 1019.05 of the Standard Specifications to read:

"1019.05 Department Mix Design. The Department mix design shall be Mix 1, 2, or 3 and shall be proportioned to yield approximately one cubic yard (cubic meter).

Mix 1	
Cement	50 lb (30 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2900 lb (1720 kg)
Water	50-65 gal (248-322 L)
Air Content	No air is entrained

Mix 2	
Cement	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (173-248 L)
Air Content	15-25 %

Mix 3		
Cement	40 lb (24 kg)	
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)	
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)	
Water	35-50 gal (179-248 L)	
Air Content	15-25 %"	

Revise Article 1020.04, Table 1, Note (8) of the Standard Specifications to read:

"(8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I, IL, or II portland cement."

Revise Article 1020.04, Table 1 (Metric), Note (8) of the Standard Specifications to read:

"(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I, IL, or II portland cement."

Revise the second paragraph of Article 1020.05(a) of the Standard Specifications to read:

"For a mix design using a portland-pozzolan cement, portland blast-furnace slag cement, portland-limestone cement, or replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the Contractor may submit a mix design with a minimum portland cement content less than 400 lbs/cu yd (237 kg/cu m), but not less than 375 lbs/cu yd (222 kg/cu m), if the mix design is shown to have a minimum relative dynamic modulus of elasticity of 80 percent determined according to AASHTO T 161. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete."

Revise the first sentence of the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"Corrosion inhibitors and concrete admixtures shall be according to the qualified product lists."

Delete the fourth and fifth sentences of the second paragraph of Article 1020.05(b) of the Standard Specifications.

Revise the third sentence of the second paragraph of Article 1020.05(b)(5) of the Standard Specifications to read:

"The qualified product lists of concrete admixtures shall not apply."

Revise second paragraph of Article 1020.05(b)(10) of the Standard Specifications to read:

"When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m) and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch. Other corrosion inhibitors shall be added per the manufacturer's specifications."

Delete the third paragraph of Article 1020.05(b)(10) of the Standard Specifications.

Revise Article 1020.15(b)(1)c. of the Standard Specifications to read:

"c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the

minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer."

Revise Article 1021.01 of the Standard Specifications to read:

"1021.01 General. Admixtures shall be furnished in liquid or powder form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer, the date of manufacture, and trade name of the material. Containers shall be readily identifiable as to manufacturer, the date of manufacture, and trade name of the material they contain.

Concrete admixtures shall be on one of the Department's qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or types, an electronic link to the product's technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

The manufacturer shall include the following in the submittal to the AASHTO Product Eval and Audit CADD testing program: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range established by the manufacturer shall be according to AASHTO M 194. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, 1021.07, and 1021.08, the pH allowable manufacturing range established by the manufacturer shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass) as determined by an appropriate test method. To verify the test result, the Department will use Illinois Modified AASHTO T 260, Procedure A, Method 1.

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material."

Revise Article 1021.03 of the Standard Specifications to read:

"1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.
- (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding)."

Revise Article 1021.05 of the Standard Specifications to read:

"1021.05 Self-Consolidating Admixtures. Self-consolidating admixture systems shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

High range water-reducing admixtures shall be according to AASHTO M 194, Type F.

Viscosity modifying admixtures shall be according to AASHTO M 194, Type S (specific performance)."

Revise Article 1021.06 of the Standard Specifications to read:

"1021.06 Rheology-Controlling Admixture. Rheology-controlling admixtures shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. Rheology-controlling admixtures shall be according to AASHTO M 194, Type S (specific performance)."

Revise Article 1021.07 of the Standard Specifications to read:

"1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.

For submittals requiring testing according to ASTM M 194, Type C (accelerating), the admixture shall meet the requirements of the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01.

For submittals requiring testing according to ASTM C 1582, a report prepared by an independent laboratory accredited by AASHTO re:source for portland cement concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent accredited lab. All other information in ASTM C 1582 shall be from an independent accredited lab. Test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall instead be submitted directly to the Department."

Add Article 1021.08 of the Standard Specifications as follows:

"1021.08 Other Specific Performance Admixtures. Other specific performance admixtures shall, at a minimum, be according to AASHTO M 194, Type S (specific performance). The Department also reserves the right to require other testing, as determined by the Engineer, to show evidence of specific performance characteristics.

Initial testing according to AASHTO M 194 may be conducted under the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01, or by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. In either case, test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall also be submitted directly to the Department. The independent accredited lab report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications."

Revise Article 1024.01 of the Standard Specifications to read:

"1024.01 Requirements for Grout. The grout shall be proportioned by dry volume, thoroughly mixed, and shall have a minimum temperature of 50 °F (10 °C). Water shall not exceed the minimum needed for placement and finishing.

Materials for the grout shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.02
(d) Fly Ash	
(e) Ground Granulated Blast Furnace (GGBF) Slag	1010
(f) Concrete Admixtures	

Revise Note 1 of Article 1024.02 of the Standard Specifications to read:

The nonshrink grout shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the grout shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer's specifications. The Department will maintain a qualified product list."

Revise Article 1029.02 of the Standard Specifications to read:

"1029.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Fly Ash	
(c) Ground Granulated Blast Furnace (GGBF) Slag	
(d) Water	1002
(e) Fine Aggregate	
(f) Concrete Admixtures	1021
(g) Foaming Agent (Note 1)	

Note 1. The manufacturer shall submit infrared spectrophotometer trace and test results indicating the foaming agent meets the requirements of ASTM C 869 in order to be on the Department's qualified product list. Submitted data/results shall not be more than five years old."

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

<sup>&</sup>quot;Note 1. Nonshrink grout shall be according to Illinois Modified ASTM C 1107.

"The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures."

Revise the first two sections of Check Sheet #11 of the Supplemental Specifications and Recurring Special Provisions to read:

"<u>Description</u>. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications:

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fly Ash	1010
(d) Ground Granulated Blast Furnace (GGBF) Slag	1010
(e) Admixtures	
(f) Packaged Rapid Hardening Mortar or Concrete	1018"

Revise the third paragraph of Materials Note 2 of Check Sheet #28 of the Supplemental Specifications and Recurring Special Provisions to read:

"The Department will maintain a qualified product list of synthetic fibers, which will include the minimum required dosage rate. For the minimum required fiber dosage rate based on the Illinois Modified ASTM C 1609 test, a report prepared by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete shall be provided. The report shall show results of tests conducted no more than five years prior to the time of submittal."

#### **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017 Revised: April 1, 2019

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
  - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
  - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
  - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
  - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.
    - Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).
  - (2) Major Delay. Labor will be the same as for a minor delay.

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

	One Clerk
	One Project Manager,
Over \$50,000,000	Two Project Superintendents,
Over \$50,000,000	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 according to Article 109.04.

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

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

#### **CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)**

Effective: June 1, 2010 Revised: January 1, 2025

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 according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

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 (<a href="https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel">https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel</a>),
  - or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

#### **Diesel Retrofit Deficiency Deduction**

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

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 2, 2025

- 1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
- 2. <u>CONTRACTOR ASSURANCE</u>. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
- 3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 19.00 % 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 in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
- 4. <u>IDENTIFICATION OF CERTIFIED DBE</u>. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
- 5. <u>BIDDING PROCEDURES</u>. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
  - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.

(b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

The required forms and documentation shall be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a bid if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. A bidder declared non-responsive for failure to meet the bidding procedures will not give rise to an administrative reconsideration. In the event the bid is declared non-responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

6. <u>UTILZATION PLAN EVALUATION</u>. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate, and adequately document the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to 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 Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

If the Department determines that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan of that determination in accordance with SBE Policy Memorandum 24-02.

- 7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs 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 firms. 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 guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.
- 8. <u>CONTRACT COMPLIANCE</u>. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to

terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.

- (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
- (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (c) PAYMENT TO DBE FIRMS. 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 goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
- (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (form SBE 2115) to the Engineer. 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.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

#### **HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)**

Effective: November 1, 2022 Revised: August 1, 2023

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

"If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of  $1.5 \pm 0.5$  lb/sq yd  $(0.75 \pm 0.25$  kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat."

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

"LJS half-width shall be applied at a width of  $9 \pm 1$  in. (225  $\pm$  25 mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated."

Add the following after the eleventh paragraph of Article 406.06(h)(2) of the Standard Specifications:

"LJS Half-Width Application Rate, lb/ft (kg/m) 1/			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
<sup>3</sup> ⁄ <sub>4</sub> (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
1 ¼ (32)	0.66 (0.98)	0.44 (0.66)	
1 ½ (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
1 ¾ (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
≥ 2 ¼ (60)	0.98 (1.46)		

<sup>1/</sup> The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained."

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

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

<sup>&</sup>quot;Aggregate for covering tack, LJS, or FLS will not be measured for payment."

"Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH."

#### PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

"1032.05 Performance Graded Asphalt Binder. These materials will be accepted according to the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure." The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

(a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

(b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure."

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

(1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrenebutadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS)  Modified Asphalt Binders			
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28	
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.	
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)			
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.	

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders			
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28	
Separation of Polymer			
ITP, "Separation of Polymer from Asphalt			
Binder"			
Difference in °F (°C) of the softening			
point between top and bottom portions	4 (2) max.	4 (2) max.	
Toughness			
ASTM D 5801, 77 °F (25 °C),	440 (40 =)	440 (40 =)	
20 in./min. (500 mm/min.), inlbs (N-m)	110 (12.5) min.	110 (12.5) min.	
Tenacity			
ASTM D 5801, 77 °F (25 °C),	()	( )	
20 in./min. (500 mm/min.), inlbs (N-m)	75 (8.5) min.	75 (8.5) min.	
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)			
Elastic Recovery			
ASTM D 6084, Procedure A,			
77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.	

(2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign 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 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", 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

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR)  Modified Asphalt Binders			
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28	
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)			
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, % 60 min. 70 min.			

(3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: \*.SPA, \*.SPG, \*.IRD, \*.IFG, \*.CSV, \*.SP, \*.IRS, \*.GAML, \*.[0-9], \*.IGM, \*.ABS, \*.DRT, \*.SBM, \*.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders			
·	Asphalt Grade		
	SM PG 46-28	SM PG 46-34	
Test	SM PG 52-28	SM PG 52-34	
	SM PG 58-22	SM PG 58-28	
	SM PG 64-22		
Small Strain Parameter (AASHTO PP 113)	Small Strain Parameter (AASHTO PP 113)  BBR, ΔTc, 40 hrs PAV (40 hrs -5°C min.		
BBR, ΔTc, 40 hrs PAV (40 hrs			
continuous or 2 PAV at 20 hrs)			
Large Strain Parameter (Illinois Modified			
AASHTO T 391) DSR/LAS Fatigue	≥ 54 %		
Property, Δ G* peak τ, 40 hrs PAV			
(40 hrs continuous or 2 PAV at 20 hrs)			

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

"(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % 1/2/				
Ndesign Binder Surface Polymer Modified Binder or Surface <sup>3/</sup>				
30	30	30	10	
50	25	15	10	
70	15	10	10	
90	10	10	10	

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % 1/ 2/				
Ndesign Binder Surface Polymer Modified Binder or Surface				
30	55	45	15	
50	45	40	15	
70	45	35	15	
90	45	35	15	
SMA			25	
IL-4.75			35	

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 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 shall be capable of providing continuous mechanical mixing throughout and/or 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."

#### RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986 Revised: January 1, 2022

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
BNSF Railway Corporation 2650 Lou Menk Drive Fort Worth, Texas 76131	51, 1-70MPH	51, 1-70MPH

Class 1 RR (Y or N): Y

DOT/AAR No.: 079503P RR Mile Post: 0012.736 RR Division: Chicago RR Sub-Division: Chicago

For Freight/Passenger Information Contact: Jake Rzewnicki For Insurance Information Contact: Jake Rzewnicki

Phone: 913-551-4275 Phone: 913-551-4275

Class 1 RR (Y or N):

DOT/AAR No.: RR Mile Post: RR Division: RR Sub-Division:

For Freight/Passenger Information Contact:

For Insurance Information Contact:

Phone:

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

#### REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024 Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

"669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)"."

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing."

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 III. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth."

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

"669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Methods 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

#### SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024 Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

"(d) Pavement Marking Tapes (Note 3) ......1095.06"

Add the following Note to the end of Article 701.02 of the Standard Specifications:

"Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape."

Revise Article 703.02(c) of the Standard Specifications to read:

"(c) Pavement Marking Tapes (Note 1) ......1095.06"

Add the following Note to the end of Article 703.02 of the Standard Specifications:

"Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape."

Revise Article 1095.06 of the Standard Specifications to read:

"1095.06 Pavement Marking Tapes. Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately  $40 \pm 10$  percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

(a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

<sup>\*</sup>Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

Х	0.490	0.475	0.485	0.530
У	0.470	0.438	0.425	0.456

(b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, R<sub>L</sub>, shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, R <sub>L</sub> , Dry							
Type I			Type IV				
Observation Angle	White	Yellow	Observation Angle	White	Yellow		
0.2°	2700	2400	0.2°	1300	1200		
0.5°	2250	2000	0.5°	1100	1000		

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial R∟				
Color	R <sub>L</sub> 1.05/88.76			
White	300			
Yellow	200			

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.

- (e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.
  - (1) Time in place 400 days
  - (2) ADT per lane 9,000 (28 percent trucks)
  - (3) Axle hits 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Type I	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>
Durability (cycles)	5,000	1,500	1,500

- 1/ Measured at the thickest point of the patterned surface.
- 2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

- (f) Sampling and Inspection.
  - (1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

(2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

## SIGN PANELS AND APPURTENANCES (BDE)

Effective: January 1, 2025

Revise the third paragraph of Article 720.02 of the Standard Specifications to read:

"Steel support channels shall be according to ASTM A 653 (A 653M) (mild strip), Standard 720001, and galvanized according to AASHTO M 232, Class B 2 after forming."

Revise the fifth paragraph of Article 720.02 of the Standard Specifications to read:

"The stainless steel banding for mounting signs or sign support channels to light or signal standards shall be according to ASTM A 240 (A 240M) Type 302 stainless steel."

## SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

"The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt."

# SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

"109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting. The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment."

# **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the

following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage	
Less than \$10,000	25%	
\$10,000 to less than \$20,000	20%	
\$20,000 to less than \$40,000	18%	
\$40,000 to less than \$60,000	16%	
\$60,000 to less than \$80,000	14%	
\$80,000 to less than \$100,000	12%	
\$100,000 to less than \$250,000	10%	
\$250,000 to less than \$500,000	9%	
\$500,000 to \$750,000	8%	
Over \$750,000	7%"	

#### SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

In accordance with 49 CFR 26.11(c) all bidders for federally assisted contracts shall submit bidders list information with their bid or initial response to a procurement solicitation. Submission of the bidders list information is a material bidding requirement, and failure to comply with this requirement may render the bid non-responsive.

The bidders list information shall be provided for each firm from whom the bidder receives any bid as a subcontractor. This requirement is not limited to DBE subcontractor bids but applies to all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor. The bidders list information shall contain the following.

- (a) Firm name;
- (b) Firm address including ZIP code;
- (c) Firm's status as a DBE or non-DBE;
- (d) Race and gender information for the firm's majority owner;
- (e) NAICS code applicable to each scope of work the firm sought to perform in its bid;
- (f) Age of the firm; and
- (g) The annual gross receipts of the firm (this may be provided by indicating whether the firm's annual gross receipts are less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.).

The bidders list information shall be submitted with the bid using the link provided within the "Integrated Contractor Exchange (iCX)" application of the Department's "EBids System".

#### SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021 Revised: November 2, 2023

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring

Special Provisions to read:

#### "STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee's social security number). The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <a href="https://lcptracker.com/">https://lcptracker.com/</a>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

<u>STATE CONTRACTS</u>. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <a href="https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx">https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx</a>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at https://lcptracker.com/.

When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

## TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975 Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be \_\_\_\_\_\_. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., Training in the laborer where the training is oriented toward construction applications. classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

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

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

<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.

## **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021 Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

## WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: January 2, 2025

The following applies to all Disadvantaged Business Enterprise (DBE) trucks on the project, whether they are utilized for DBE goal credit or not.

The Contractor shall notify the Engineer at least three days prior to DBE trucking activity.

The Contractor shall submit a weekly report of DBE trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

## WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020 Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ......1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"701.15 Traffic Control Devices. For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as sign supports, speed feedback displays, arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.
  - Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.
- (I) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

#### **DRILLED SHAFTS**

Effective: October 5, 2015 Revised: October 27, 2023

Revise Section 516 of the Standard Specifications to read:

#### "SECTION 516. DRILLED SHAFTS

- **516.01 Description.** This work shall consist of constructing drilled shaft foundations.
- **516.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) Reinforcement Bars	1006.10
(c) Grout (Note 2)	
(d) Permanent Steel Casing	
(e) Slurry (Note 3)	` ,

Note 1. When the soil contains sulfate contaminates, ASTM C 1580 testing will be performed to assess the severity of sulfate exposure to the concrete. If the sulfate contaminate is >0.10 to <0.20 percent by mass, a Type II (MH) cement shall be used. If the sulfate contaminate is >0.20 to <2.0 percent by mass, a Type V cement shall be used. If the sulfate contaminate is >2.0 percent by mass, refer to ACI 201.2R for guidance.

Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be two to five parts sand and one part Type I or II cement. The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).

Note 3. Slurry shall be bentonite, emulsified polymer, or dry polymer, and shall be approved by the Engineer.

### **516.03 Equipment.** Equipment shall be according to the following.

Item	Article/Section
(a) Concrete Equipment	1020.03
(b) Drilling Equipment (Note 1)	
(c) Hand Vibrator	1103.17(a)
(d) Underwater Concrete Placement Equipment	1103.18

Note 1. The drilling equipment shall have adequate capacity, including power, torque and down thrust, to create a shaft excavation of the maximum diameter specified to a depth of 20 percent beyond the depths shown on the plans.

### **516.04 Submittals.** The following information shall be submitted on form BBS 133.

- (a) Qualifications. At the time of the preconstruction conference, the Contractor shall provide the following documentation.
  - (1) References. A list containing at least three projects completed within the three years prior to this project's bid date which the Contractor performing this work has installed drilled shafts of similar diameter, length, and site conditions to those shown in the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.
  - (2) Experience. Name and experience record of the drilled shaft supervisor, responsible for all facets of the shaft installation, and the drill operator(s) who will be assigned to this project. The supervisor and operator(s) shall each have a minimum of three years experience in the construction of drilled shafts.
- (b) Installation Procedure. A detailed installation procedure shall be submitted to the Engineer for acceptance at least 28 days prior to drilled shaft construction and shall address each of the following items unless otherwise directed by the Engineer in writing.
  - (1) Equipment List. List of proposed equipment to be used including cranes, drill rigs, augers, belling tools, casing, vibratory hammers, core barrels, bailing buckets, final cleaning equipment, slurry equipment, tremies, or concrete pumps, etc.
  - (2) General Sequence. Details of the overall construction operation sequence, equipment access, and the sequence of individual shaft construction within each substructure bent or footing group. The submittal shall address the Contractor's proposed time delay and/or the minimum concrete strength necessary before initiating a shaft excavation adjacent to a recently installed drilled shaft.
  - (3) Shaft Excavation. A site specific step by step description of how the Contractor anticipates the shaft excavation to be advanced based on their evaluation of the subsurface data and conditions expected to be encountered. This sequence shall note the method of casing advancement, anticipated casing lengths, tip elevations and diameters, the excavation tools used and drilled diameters created. The Contractor shall indicate whether wet or dry drilling conditions are expected and if groundwater will be sealed from the excavation.

- (4) Slurry. When the use of slurry is proposed, details on the types of additives to be used and their manufacturers shall be provided. In addition, details covering the measurement and control of the hardness of the mixing water, agitation, circulation, de-sanding, sampling, testing, and chemical properties of the slurry shall be submitted.
- (5) Shaft Cleaning. Method(s) and sequence proposed for the shaft cleaning operation.
- (6) Reinforcement Cage and Permanent Casing. Details of reinforcement placement including rolling spacers to be used and method to maintain proper elevation and location of the reinforcement cage within the shaft excavation during concrete placement. The method(s) of adjusting the reinforcement cage length and permanent casing if rock is encountered at an elevation other than as shown on the plans. As an option, the Contractor may perform soil borings and rock cores at the drilled shaft locations to determine the required reinforcement cage and permanent casing lengths.
- (7) Concrete Placement. Details of concrete placement including proposed operational procedures for free fall, tremie or pumping methods. The sequence and method of casing removal shall also be stated along with the top of pour elevation, and method of forming through water above streambed.
- (8) Mix Design. The proposed concrete mix design(s).
- (9) Disposal Plan. Containment and disposal plan for slurry and displaced water. Containment and disposal plan for contaminated concrete pushed out of the top of the shaft by uncontaminated concrete during concrete placement.
- (10) Access and Site Protection Plan. Details of access to the drilled shafts and safety measures proposed. This shall include a list of casing, scaffolding, work platforms, temporary walkways, railings, and other items needed to provide safe access to the drilled shafts. Provisions to protect open excavations during non- working hours shall be included.

The Engineer will evaluate the drilled shaft installation procedure and notify the Contractor of acceptance, need for additional information, or concerns with the installation's effect on the existing or proposed structure(s).

#### **CONSTRUCTION REQUIREMENTS**

**516.05 General.** Excavation for drilled shaft(s) shall not proceed until written authorization is received from the Engineer. The Contractor shall be responsible for verification of the dimensions and alignment of each shaft excavation as directed by the Engineer.

Unless otherwise approved in the Contractor's installation procedure, no shaft excavation, casing installation, or casing removal with a vibratory hammer shall be made within four shaft diameters center to center of a shaft with concrete that has a compressive strength less than 1500 psi (10,300 kPa). The site-specific soil strengths and installation methods selected will determine the actual required minimum spacing, if any, to address vibration and blow out concerns.

Lost tools shall not remain in the shaft excavation without the approval of the Engineer.

Blasting shall not be used as a method of shaft excavation.

**516.06 Shaft Excavation Protection Methods.** The construction of drilled shafts may involve the use of one or more of the following methods to support the excavation during the various phases of shaft excavation, cleaning, and concrete placement dependent on the site conditions encountered. Surface water shall not flow uncontrolled into the shaft excavation, however water may be placed into the shaft excavation in order to meet head pressure requirements according to Articles 516.06(c) and 516.13.

The following are general descriptions indicating the conditions when these methods may be used.

- (a) Dry Method. The dry construction method shall only be used at sites where the groundwater and soil conditions are suitable to permit the drilling and dewatering of the excavation without causing subsidence of adjacent ground, boiling of the base soils, squeezing, or caving of the shaft side walls. The dry method shall consist of drilling the shaft excavation, removing accumulated water, cleaning the shaft base, and placing the reinforcement cage and concrete in a predominately dry excavation.
- (b) Slurry Method. The slurry construction method may be used at sites where dewatering the excavation would cause collapse of the shaft sidewalls or when the volume and head of water flowing into the shaft is likely to contaminate the concrete during placement resulting in a shaft defect. This method uses slurry, or in rare cases water, to maintain stability of the shaft sidewall while advancing the shaft excavation. After the shaft excavation is completed, the slurry level in the shaft shall be kept at an elevation to

maintain stability of the shaft sidewall, maintain stability of the shaft base, and prevent additional groundwater from entering the shaft. The shaft base shall be cleaned, the reinforcement cage shall be set, and the concrete shall be discharged at the bottom of the shaft excavation, displacing the slurry upwards.

(c) Temporary Casing Method. Temporary casing shall be used when either the dry or slurry methods provide inadequate support to prevent sidewall caving or excessive deformation of the shaft excavation. Temporary casing may be used with slurry or be used to reduce the flow of water into the excavation to allow dewatering and concrete placement in a dry shaft excavation. Temporary casing shall not be allowed to remain permanently without the approval of the Engineer.

During removal of the temporary casing, the level of concrete in the casing shall be maintained at a level such that the head pressure inside the casing is a minimum of 1.25 times the head pressure outside the casing, but in no case is less than 5 ft (1.5 m) above the bottom of the casing. Casing removal shall be at a slow, uniform rate with the pull in line with the shaft axis. Excessive rotation of the casing shall be avoided to limit deformation of the reinforcement cage. In addition, the slump requirements during casing removal shall be according to Article 516.12.

When called for on the plans, the Contractor shall install a permanent casing as specified. Permanent casing may be used as a shaft excavation support method or may be installed after shaft excavation is completed using one of the above methods. After construction, if voids are present between the permanent casing and the drilled excavation, the voids shall be filled with grout by means of tremie(s) or concrete pump which shall be lowered to the bottom of the excavation. The contractor's means and methods for grout placement shall fill the annular void(s) between the permanent casing and the surrounding earth material to restore and provide lateral earth resistance to the shaft. Grout yield checks shall be performed by the contractor for submittal to the Engineer. Permanent casing shall not remain in place beyond the limits shown on the plans without the specific approval of the Engineer.

When the shaft extends above the streambed through a body of water and permanent casing is not shown, the portion above the streambed shall be formed with removable casings, column forms, or other forming systems as approved by the Engineer. The forming system shall not scar or spall the finished concrete or leave in place any forms or casing within the removable form limits as shown on the plans unless approved as part of the installation procedure. The forming system shall not be removed until the concrete has attained a minimum compressive strength of 2500 psi (17,200 kPa) and cured for a minimum of 72 hours. For shafts extending through water, the concrete shall be protected from water action after placement for a minimum of seven days.

**516.07 Slurry.** When slurry is used, the Contractor shall provide a technical representative of the slurry additive manufacturer at the site prior to introduction of the slurry into the first shaft where slurry will be used, and during drilling and completion of a minimum of one shaft to adjust the slurry mix to the specific site conditions. During construction, the level of the slurry shall be maintained a minimum of 5 feet (1.5 m) above the height required to prevent

caving of the shaft excavation. In the event of a sudden or significant loss of slurry in the shaft excavation, the construction of that foundation shall be stopped and the shaft excavation backfilled or supported by temporary casing, until a method to stop slurry loss, or an alternate construction procedure, has been approved by the Engineer.

(a) General Properties. The material used to make the slurry shall not be detrimental to the concrete or surrounding ground. Mineral slurries shall have both a mineral grain size that remains in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. Polymer slurries shall have sufficient viscosity and gel characteristics to transport excavated material to suitable screening systems or settling tanks. The percentage and specific gravity of the material used to make the slurry shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement.

If approved by the Engineer, the Contractor may use water and excavated soils as drilling slurry. In this case, the range of acceptable values for density, viscosity and pH, as shown in the following table for bentonite slurry shall be met.

When water is used as the slurry to construct rock sockets in limestone, dolomite, sandstone or other formations that are not erodible, the requirements for slurry testing shall not apply if the entire fluid column is replaced with fresh water after drilling. To do so, fresh water shall be introduced at the top of the shaft excavation and existing water used during drilling shall be pumped out of the shaft excavation from the bottom of the shaft excavation until the entire volume of fluid has been replaced.

- (b) Preparation. Prior to introduction into the shaft excavation, the manufactured slurry admixture shall be pre-mixed thoroughly with clean, fresh water and for adequate time in accordance with the slurry admixture manufacturer's recommendations. Slurry tanks of adequate capacity shall be used for slurry mixing, circulation, storage and treatment. No excavated slurry pits will be allowed in lieu of slurry tanks without approval from the Engineer. Adequate desanding equipment shall be provided to control slurry properties during the drilled shaft excavation in accordance with the values provided in Table 1.
- (c) Quality Control. Quality control tests shall be performed on the slurry to determine density, viscosity, sand content and pH of freshly mixed slurry, recycled slurry and slurry in the shaft excavation. Tests of slurry samples from within two feet of the bottom and at midheight of the shaft excavation shall be conducted in each shaft excavation during the excavation process to measure the consistency of the slurry. A minimum of four sets of tests shall be conducted during the first eight hours of slurry use on the project. When a series of four test results do not change more than 1% from the initial test, the testing frequency may be decreased to one set every four hours of slurry use. Reports of all tests, signed by an authorized representative of the Contractor, shall be furnished to the

Engineer upon completion of each drilled shaft. The physical properties of the slurry shall be as shown in Table 1.

The slurry shall be sampled and tested less than 1 hour before concrete placement. Any heavily contaminated slurry that has accumulated at the bottom of the shaft shall be removed. The contractor shall perform final shaft bottom cleaning after suspended solids have settled from the slurry. Concrete shall not be placed if the slurry does not have the required physical properties.

Table 1 – SLURRY PROPERTIES				
	Bentonite	Emulsifie d Polymer	Dry Polymer	Test Method
Density, lb/cu ft (kg/cu m) (at introduction)	65.2 ± 1.6 <sup>1</sup> (1043.5 ± 25.6)	63 (1009.0) max.	63 (1009.0) max.	ASTM D 4380
Density, lb/cu ft (kg/cu m) (prior to concrete placement)	67.0 ± 3.5 <sup>1</sup> (1073.0 ± 56.0)	63 (1009.0) max.	63 (1009.0) max.	ASTM D 4380
Viscosity <sup>2</sup> , sec/qt (sec/L)	46 ± 14 (48 ± 14)	38 ± 5 (40 ± 5)	65 ± 15 (69 ± 16)	ASTM D 6910
pН	9.0 ± 1.0	9.5 ± 1.5	9.0 ± 2.0	ASTM D 4972
Sand Content, percent by volume (at introduction)	4 max.	1 max.	1 max.	ASTM D 4381
Sand Content, percent by volume (prior to concrete placement)	10 max.	1 max.	1 max.	ASTM D 4381
Contact Time <sup>3</sup> , hours	4 max.	72 max.	72 max	

Note 1. When the slurry consists of only water and excavated soils, the density shall not exceed 70 lb/cu ft (1121 kg/cu m).

Note 2. Higher viscosities may be required in loose or gravelly sand deposits.

Note 3. Contact time is the time without agitation and sidewall cleaning.

- **516.08 Obstructions.** An obstruction is an unknown isolated object that causes the shaft excavation method to experience a significant decrease in the actual production rate and requires the Contractor to core, break up, push aside, or use other means to mitigate the obstruction. Subsurface conditions such as boulders, cobbles, or logs and buried infrastructure such as footings, piling, or abandoned utilities, when shown on the plans, shall not constitute an obstruction. When an obstruction is encountered, the Contractor shall notify the Engineer immediately and upon concurrence of the Engineer, the Contractor shall mitigate the obstruction with an approved method.
- **516.09 Top of Rock.** The top of rock will be considered as the point where rock, defined as bedded deposits and conglomerate deposits exhibiting the physical characteristics and difficulty of rock removal as determined by the Engineer, is encountered which cannot be drilled with augers and/or underreaming tools configured to be effective in the soils indicated in the contract documents.
- **516.10 Design Modifications.** If the top of rock elevation differs from that shown on the plans by more than 10 percent of the length of the drilled shaft above the rock, the Engineer shall be contacted to determine if any drilled shaft design changes may be required. In addition, if the type of soil or rock encountered is not similar to that shown in the subsurface exploration data, the Contractor may be required to extend the drilled shaft length(s) beyond those specified in the plans. In either case, the Engineer will determine if revisions are necessary and the extent of the modifications required.
- **516.11 Excavation Cleaning and Inspection.** Materials removed or generated from the shaft excavations shall be disposed of according to Article 202.03.

After excavation, each shaft shall be cleaned. For a drilled shaft terminating in soil, the depth of sediment or debris shall be a maximum of 1 1/2 in. (38 mm). For a drilled shaft terminating in rock, the depth of sediment or debris shall be a maximum of 1/2 in. (13 mm).

A shaft excavation shall be overreamed when, in the opinion of the Engineer, the sidewall has softened, swelled, or has a buildup of slurry cake. Overreaming may also be required to correct a shaft excavation which has been drilled out of tolerance. Overreaming may be accomplished with a grooving tool, overreaming bucket, or other approved equipment. Overreaming thickness shall be a minimum of 1/2 in. (13 mm) and a maximum of 3 in. (75 mm).

### **516.12 Reinforcement.** This work shall be according to Section 508 and the following.

The shaft excavation shall be cleaned and inspected prior to placing the reinforcement cage. The reinforcement cage shall be completely assembled prior to drilling and be ready for adjustment in length as required by the conditions encountered. The reinforcement cage shall be lifted using multiple point sling straps or other approved methods to avoid reinforcement

cage distortion or stress. Cross frame stiffeners may be required for lifting or to keep the reinforcement cage in proper position during lifting and concrete placement.

The Contractor shall attach rolling spacers to keep the reinforcement cage centered within the shaft excavation during concrete placement and to ensure that at no point will the finished shaft have less than the minimum concrete cover(s) shown on the plans. The rolling spacers or other approved non-corrosive spacing devices shall be installed within 2 ft (0.6 m) of both the top and bottom of the drilled shaft and at intervals not exceeding 10 ft (3 m) throughout the length of the shaft to ensure proper reinforcement cage alignment and clearance for the entire shaft. The number of rolling spacers at each level shall be one for each 1.0 ft (300 mm) of shaft diameter, with a minimum of four rolling spacers at each level. For shafts with different shaft diameters throughout the length of the excavation, different sized rolling spacers shall be provided to ensure the reinforcement cage is properly positioned throughout the entire length of the shaft.

When a specific concrete cover between the base of the drilled shaft and the reinforcement cage is shown on the plans, the bottom of the reinforcement cage shall be supported so that the proper concrete cover is maintained.

If the conditions differ such that the length of the shaft is increased, additional longitudinal bars shall be either mechanically spliced or lap spliced to the lower end of the reinforcement cage and confined with either hoop ties or spirals. The Contractor shall have additional reinforcement available or fabricate the reinforcement cages with additional length as necessary to make the required adjustments in a timely manner as dictated by the encountered conditions. The additional reinforcement may be non-epoxy coated.

**516.13 Concrete Placement.** Concrete work shall be performed according to the following.

Throughout concrete placement the head pressure inside the drilled shaft shall be at least 1.1 times the head pressure outside the drilled shaft.

Concrete placement shall begin within 1 hour of shaft cleaning and inspection. The pour shall be made in a continuous manner from the bottom to the top elevation of the shaft as shown on the contract plan or as approved in the Contractor's installation procedure. Concrete placement shall continue after the shaft excavation is full and until 18 in. (450 mm) of good quality, uncontaminated concrete is expelled at the top of shaft. Vibration of the concrete will not be allowed when the concrete is displacing slurry or water. In dry excavations, the concrete in the top 10 ft (3 m) of the shaft shall be vibrated.

When using temporary casing or placing concrete under water or slurry, a minimum of seven days prior to concrete placement, a 4 cu yd (3 cu m) trial batch of the concrete mixture shall be

performed to evaluate slump retention. Temporary casing shall be withdrawn before the slump of the concrete drops below 6 in. (150 mm). For concrete placed using the slurry method of construction, the slump of all concrete placed shall be a minimum of 6 in. (150 mm) at the end of concrete placement.

Devices used to place concrete shall have no aluminum parts in contact with concrete.

When the top of the shaft is at the finished elevation and no further concrete placement above the finished elevation is specified, the top of the shaft shall be level and finished according to Article 503.15(a).

Concrete shall be placed by free fall, tremie, or concrete pump subject to the following conditions.

(a) Free Fall Placement. Concrete shall only be placed by free fall when the rate of water infiltration into the shaft excavation is less than 12 in. (300 mm) per hour and the depth of water in the shaft excavation is less than 3 in. (75 mm) at the time of concrete placement.

Concrete placed by free fall shall fall directly to the base without contacting the reinforcement cage, cross frame stiffeners, or shaft sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Drop chutes used to direct placement of free fall concrete shall consist of a smooth tube. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. The drop chute shall be supported so that free fall does not exceed 60 ft (18.3 m) for conventional concrete or 30 ft (9.1 m) for self-consolidating concrete. If placement cannot be satisfactorily accomplished by free fall in the opinion of the Engineer, either a tremie or pump shall be used to accomplish the pour.

(b) Tremie and Concrete Pump Placement. Concrete placement shall be according to Article 503.08, except the discharge end of the steel pipe shall remain embedded in the concrete a minimum of 10 ft (3.0 m) throughout concrete placement when displacing slurry or water.

**516.14 Construction Tolerances.** The following construction tolerances shall apply to all drilled shafts.

(a) Center of Shaft. The center of the drilled shaft shall be within 3 in. (75 mm) of the plan station and offset at the top of the shaft.

- (b) Center of Reinforcement Cage. The center of the reinforcement cage shall be within 1 1/2 in. (40 mm) of plan station and offset at the top of the shaft.
- (c) Vertical Plumbness of Shaft. The out of vertical plumbness of the shaft shall not exceed 1.5 percent.
- (d) Vertical Plumbness of Reinforcement Cage. The out of vertical plumbness of the shaft reinforcement cage shall not exceed 0.83 percent.
- (e) Top of Shaft. The top of the shaft shall be no more than 1 in. (25 mm) above and no more than 3 in. (75 mm) below the plan elevation.
- (f) Top of Reinforcement Cage. The top of the reinforcement cage shall be no more than 1 in. (25 mm) above and no more than 3 in. (75 mm) below the plan elevation.
- (g) Bottom of shaft. Excavation equipment and methods used to complete the shaft excavation shall have a nearly planar bottom. The cutting edges of excavation equipment used to create the bottom of shafts in rock shall be normal to the vertical axis of the shaft within a tolerance of 6.25 percent.
- **516.15 Method of Measurement.** This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be computed using the plan diameter of the shaft multiplied by the measured length of the shaft. The length of shaft in soil will be computed as the difference in elevation between the top of the drilled shaft shown on the plans, or as installed as part of the Contractor's installation procedure, and the bottom of the shaft or the top of rock (when present) whichever is higher. The length of shaft in rock will be computed as the difference in elevation between the measured top of rock and the bottom of the shaft.

When permanent casing is specified, it will be measured for payment in place, in feet (meters). Permanent casing installed at the Contractor's option will not be measured for payment.

Reinforcement furnished and installed will be measured for payment according to Article 508.07.

**516.16 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for DRILLED SHAFT IN SOIL, and/or DRILLED SHAFT IN ROCK.

Permanent casing will be paid for at the contract unit price per foot (meter) for PERMANENT CASING.

Reinforcement furnished and installed will be paid for according to Article 508.08.

Obstruction mitigation will be paid for according to Article 109.04."

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Non-segregated 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
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild 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) in accordance with 23 CFR 633.102. The designbuilder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
- 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, sexual orientation, gender identity, 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, preapprenticeship, 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 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 or other knowledgeable company official.
- 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. 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 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 recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages, and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) 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 will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. 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.
- (4) 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 will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.
- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.
- f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <a href="https://www.dol.gov/sites/dolgov/files/WHD/">https://www.dol.gov/sites/dolgov/files/WHD/</a> legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action

## 4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must 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 benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of  $\underline{40}$   $\underline{\text{U.s.c. }3144(b)}$  or  $\S$  5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> <u>U.S.C. 1001</u>.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or  $\underline{29\ \text{CFR part 1}}$  or  $\underline{3}$ ;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.
- 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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees:
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EYELLISION

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. 2 CFR 180.220 and 1200.220.

#### 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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

- 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, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient 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 recipient or
  subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (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, 2 CFR 180.800:
- (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, 2 CFR 180.700 and 180.800: 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 - 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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# 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 Part 20, App. A.

- 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.

### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
- 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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) 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.
- 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
- 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.