# 129

### Letting January 17, 2025

## Notice to Bidders, Specifications and Proposal



Contract No. 61K01
DUPAGE County
Section 17-00188-00-SW (Elmhurst)
Route FAU 2678A (York Street)
Project 73KW-293 ()
District 1 Construction Funds

Prepared by

F

# 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. 61K01 DUPAGE County Section 17-00188-00-SW (Elmhurst) Project 73KW-293 () Route FAU 2678A (York Street) District 1 Construction Funds

Sidewalk construction, traffic signals and street lights on York Street from WB I-290 ramps/Crestview Avenue to Lake Street in Elmhurst.

- 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 61K01**

## 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)

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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		П	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	170	$\boxtimes$	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192			Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
	80173			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	
	50531		Ш	Building Removal	Sept. 1, 1990	Aug. 1, 2022
	50261		Ц	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
*	80460	173		Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	1 11 4 00 40
	80384	184		Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198		H	Completion Date (via calendar days)	April 1, 2008	
*	80199		Н	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461 80453		H	Concrete Barrier Concrete Sealer	Jan. 1, 2025 Nov. 1, 2023	
*	80261	188		Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80029	190		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	80229	190		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452		Ħ	Full Lane Sealant Waterproofing System	Nov. 1, 2023	7 ag. 1, 2017
	80447		Ħ	Grading and Shaping Ditches	Jan 1, 2023	
	80433		П	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
*	80456		П	Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446			Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438			Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450			Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	193	$\boxtimes$	Performance Graded Asphalt Binder	Jan 1, 2023	
	80459			Preformed Plastic Pavement Marking	June 2, 2024	
	34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	198	$\boxtimes$	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	200		Seeding	Nov. 1, 2022	
	80457	206		Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
*	80462	210		Sign Panels and Appurtenances	Jan. 1, 2025	
	80448	211	$\bowtie$	Source of Supply and Quality Requirements	Jan. 2, 2023	I 4 0000
	80340		H	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127 80397	212	$\mathbb{H}$	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80391	212 213	$\boxtimes$	Subcontractor and DBE Payment Reporting Subcontractor Mobilization Payments	April 2, 2018 Nov. 2, 2017	April 1, 2019
*	80463	214		Submission of Bidders List Information	Jan. 2, 2017	April 1, 2019
	80437	215		Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	210	H	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	20338	217	$\boxtimes$	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	,	Ħ	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	220	$\boxtimes$	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	-		Waterproofing Membrane System	Aug. 1, 2024	,
*	80302	221		Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454			Wood Sign Support	Nov. 1, 2023	
*	80427	222	$\boxtimes$	Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
	80071			Working Days	Jan. 1, 2002	

## STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the construction of North York Street Sidewalk Section 17-00188-00-SW, Job No. C-91-186-20, Project No. 73KW(293) DuPage County. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DATED	
Standard Specifications for Road and Bridge Construction	January 1, 2022	
Manual on Uniform Traffic Control Devices for Streets and		
Highways	Latest Edition	
Illinois Supplement		
Supplemental Specifications, Recurring Special Provisions, and	January 1, 2025	
BDE Special Provisions (indicated on sheets included herein)  January 1, 2025		
Standard Specifications for Water & Sewer main Construction	Latest Edition	
in Illinois		
Manual of Test Procedures for Materials	Latest Edition	

### Contract No. 61K01

### LOCATION OF IMPROVEMENT

The proposed sidewalk improvement along the west side of North York Street is between U.S. Route 20 (Lake Street) and Crestview Avenue/WB I-290 Ramps and is located within the City of Elmhurst in Du Page County, Illinois. The total length of improvements is approximately 1,730 feet (0.3276 miles) along North York Street.

#### **DESCRIPTION OF IMPROVEMENT**

The proposed improvement consists of sidewalk and retaining wall construction, traffic signal modernization, HMA patch and resurfacing, and pedestrian safety enhancements, sidewalk replacement, storm sewer culvert, landscaping, pavement marking removal, thermoplastic pavement markings, sodding, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

#### ABUTTING PROPERTY ACCESS

The contractor shall provide access to abutting property at all times during the construction, except for periods of short interruption. The contractor shall notify the property owner no less than 24 hours in advance of the short interruption of access and/or services and shall notify the owner of the time and duration of the interruption. Work shall be conducted in a manner that shall not materially interfere with or impair any operations or business being conducted on abutting properties, pedestrian or vehicular access to/from abutting properties, or the visibility of any business signage situated on abutting properties. There shall be no impact to parking. The Contractor shall not park vehicles or store equipment or materials on abutting properties.

### **AVAILABILITY OF REPORTS**

	No project specific reports were prepared						
	When applicable, the following checked reports and record information is available for Bidders' reference upon request:						
	Record structural plans						
	$\boxtimes$	Preliminary Site Investigation (PSI) – IDOT					
		Preliminary Site Investigation (PSI) – Local					
		Preliminary Environmental Site Assessment (PESA) - IDOT					
		Preliminary Environmental Site Assessment (PESA) - Local					
Soils/Geotechnical Report							
	■ Boring Logs						
		Pavement Cores					
Location Drainage Study (LDS)							
		Hydraulic Report					
	Noise Analysis						
Other:							
Those	Those seeking these reports should request access from:						
City Engine 206 N. Elmhu	ohnson, ngineer eering & York S rst, IL 6	Public Works   City of Elmhurst treet					
	kent.johnson@elmhurst.org						

### COMPLETION DATE PLUS WORKING DAYS

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, August 1, 2025 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 5 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances, the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for cleanup work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

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

### FAILURE TO COMPLETE PLANT CARE AND ESTABLISHMENT WORK ON TIME

Should the Contractor fail to complete the plant care and/or supplemental watering work within the scheduled time frame as specified in the Special Provision for "Planting Woody Plants", "Planting Perennial Plants", "Perennial Plant Care", and "Supplemental Watering", 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
- \$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.

### **CLEARING AND REMOVALS**

The contractor shall pay special attention to article 201.01(a) of the standard specifications. Removal of all obstructions in the right-of-way, that are not included in a specific removal item, shall be considered clearing and will not be measured for payment. This shall include, but not limited to walls, foundations, buildings, accumulations of rubbish of whatever nature, old Type III barricades, old water heaters, old corrugated metal pipe, rubber tires, concrete blocks, utility anchors, metal parts, abandoned wooden power poles, gates, and all vegetation, trees less than 3", shrubs, etc. less than 6" in diameter.

All items scheduled for removal will be examined by the Engineer to determine if the item is suitable for salvage. Items designated for salvage shall be carefully removed and stored at the location and in the manner designated by Engineer. Any of the material having salvage value which is damaged by the Contractor shall be replaced by the Contractor, at his/her own expense, with new items of the same kind and size. The cost of storing salvaged items shall be included in the unit cost of the item being removed.

### **OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

Work under construction shall be opened to traffic according to Article 107.29 of the "Standard Specifications" and the following:

The Contractor shall work expeditiously to open traffic lanes closed due to roadwork. The Engineer shall be the sole judge of when a lane is ready to be opened to traffic. The opening of a lane to traffic shall be in accordance to Section 107.29 of the "Standard Specifications".

Roadwork requiring a closure of a lane, which has been opened previously to traffic, will be allowed at the discretion of the Engineer and under the following conditions:

- 1. The lane closure shall only be in effect while workers are present in or near the closed lane.
- 2. The closed lane will be reopened to traffic at the end of the workday.
- 3. All traffic control devices pertaining to the lane closure shall be removed from the roadway at the end of the workday.

### PLANTING WOODY PLANTS

This work shall consist of planting woody plants as specified in Section 253 of the Standard Specifications with the following revisions:

### Delete Article 253.03 Planting Time and substitute the following:

Spring Planting. This work shall be performed between March 15th and May 31st except that evergreen planting shall be performed between March 15th and April 30th in the northern zone.

### Add the following to Article 253.03 (a) (2) and (b):

All plants shall be obtained from Illinois Nurserymen's Association or appropriate state chapter nurseries. All trees and shrubs shall be dug prior to leafing out (bud break) in the spring or when plants have gone dormant in the fall, except for the following species which are only to be dug prior to leafing out in the spring:

- Maple (Acer spp.)
- Buckeye (Aesculus spp.)
- Serviceberry (Amelanchier spp.)
- (Birch (Betulus spp.)
- American Hornbeam (Carpinus caroliana)
- Hickory (Carya spp.)
- Hackberry (Celtis occidentalis)
- Eastern Redbud (Cercis canandensis)
- Hawthorn (Crataegus spp.)
- Walnut (Juglans spp.)
- Tuliptree (Liriodendron spp.)
- Crabapple (Malus spp.)
- Black Tupelo (Nyssa sylvatica)
- American Hophornbeam (Ostraya virginiana)
- Oak (Quercus spp.)
- Sassafras (Sassafras albidum)
- Baldcypress (Taxodium distichum)
- American Linden (Tilia americana)

Fall Planting. This work shall be performed between October 1 and November 30 except that evergreen planting shall be performed between August 15 and October 15.

Planting dates are dependent on species of plant material and weather. Planting might begin or end prior or after above dates as approved by the Engineer. Do not plant when soil is muddy or during frost.

### Add the following to Article 253.05 Transportation:

Cover plants during transport with a 70% shade mesh heavy duty tarp to prevent desiccation. Plant material transported without cover shall be automatically rejected. During loading and unloading, plants shall be handled such that stems are not stressed, scraped or broken and that root balls are kept intact.

### Delete the third sentence of Article 253.07 and substitute the following:

Trees must be installed first to establish proper layout and to avoid damage to other plantings such as shrubs and perennials.

The Contractor shall be responsible for all plant layout. The layout must be performed by qualified personnel. The planting locations must be laid out as shown in the landscape plan. This will require the use of an engineer's scale to determine some dimensions. Tree locations within each planting area shall be marked with a different color stake/flag and labeled to denote the different tree species. Shrub beds limits must be painted.

All utilities shall have been marked prior to contacting the Roadside Development Unit. The Engineer will contact the Roadside Development Unit at (847) 705-4171 to approve the layout prior to installation. Allow a minimum of seven (7) working days prior to installation for approval.

### Delete the first paragraph to Article 253.08 Excavation of Plant Holes and substitute with the following:

Protect structures, utilities, sidewalks, bicycle paths, knee walls, fences, pavements, utility boxes, other facilities, lawns and existing plants from damage caused by planting operations. Excavation of the planting hole may be performed by hand, machine excavator, or auger.

The excavated material shall not be stockpiled on turf, in ditches, or used to create enormous water saucer berms around newly installed trees or shrubs. Remove all excess excavated subsoil from the site and dispose as specified in Article 202.03.

### Delete the second sentence of Article 253.08 Excavation of Plant Holes (a) and the third paragraph of Article 253.08(b) and substitute with the following:

Excavation of planting hole width. Planting holes for trees, shrubs, and vines shall be three times the diameter of the root mass and with 45-degree sides sloping down to the base of the root mass to encourage rapid root growth. Roots can become deformed by the edge of the hole if the hole is too small and will hinder root growth.

Planting holes dug with an auger shall have the sides cut down with a shovel to eliminate the glazed, smooth sides and create sloping sides.

Excavation of planting hole depth. The root flare shall be visible at the top of the root mass. If the trunk flare is not visible, carefully remove soil from around the trunk until the root flare is visible without damaging the roots. Remove excess soil until the top of the root mass exposes the root collar.

The root flare shall always be slightly above the surface of the surrounding soil. The depth of the hole shall be equal to the depth of the root mass minus 2" allowing the tree or shrub to sit 2" higher than the surrounding soil surface for trees.

For stability, the root mass shall sit on existing undisturbed soil. If the hole was inadvertently dug too deep, backfill and recompact the soil to the correct depth.

Excavation of planting hole on slopes. Excavate away the slope above the planting hole to create a flattened area uphill of the planting hole to prevent the uphill roots from being buried too deep. Place the excess soil on the downslope of the planting hole to extend the planting shelf to ensure roots on the downhill side of the tree remain buried. The planting hole shall be three times the diameter of the root mass and saucer shaped. The hole may be a bit elongated to fit the contour of the slope as opposed to the typical round hole on flat ground.

Add backfill to create a small berm on the downhill portion of the planting shelf to trap water and encourage movement into the soil to increase water filtration around the tree. Smooth out the slope above the plant where you have cut into the soil so the old slope and the new slope transition together smoothly.

### Add the following to Article 253.08 Excavation of Plant Holes (b):

When planting shrubs in shrub beds as shown on the plans or as directed by the Engineer, spade a planting bed edge at approximately a 45-degree angle and to a depth of approximately 3-inches around the perimeter of the shrub bed prior to placement of the mulch. Remove any debris created in the spade edging process and dispose of as specified in Article 202.03.

### Delete Article 253.09 (b) Pruning and substitute with the following:

Deciduous Shrubs. Shrubs shall be pruned to remove dead, conflicting, or broken branches and shall preserve the natural form of the shrub.

### Delete the third and fourth paragraphs of Article 253.10 Planting Procedures and Article 253.10 (a) and substitute the following:

Approved watering equipment shall be at the site of the work and in operational condition PRIOR TO STARTING the planting operation and DURING all planting operations OR PLANTING WILL NOT BE ALLOWED.

All plants shall be placed in a plumb position and avoid the appearance of leaning. Confirm the tree is straight from two directions prior to backfilling.

Before the plant is placed in the hole, any paper or cardboard trunk wrap shall be removed. Check that the trunk is not damaged. Any soil covering the tree's root flare shall be removed to expose the root crown prior to planting.

Check the depth of the root ball in the planting hole. With the root flare exposed, the depth of the hole shall be equal to the depth of the root mass minus 2" allowing the tree or shrub to sit 2" higher than the surrounding soil surface for trees. The root flare shall always be slightly above the surface of the surrounding soil. For stability, the root ball shall sit on existing undisturbed soil. If the hole was inadvertently dug too deep, backfill and recompact the soil to the correct depth.

After the plant is placed in the hole, all cords and burlap shall be removed from the trunk. Remove the wire basket from the top three quarters (3/4) of the root ball. The remaining burlap shall be loosened and scored to provide the root system quick contact with the soil. All ropes or twine shall be removed from the root ball and tree trunk. All materials shall be disposed of properly.

The plant hole shall be backfilled with the same soil that was removed from the hole. Clay soil clumps shall be broken up as much as possible. Where rocks, gravel, heavy clay or other debris are encountered, clean topsoil shall be used. Do not backfill excavation with subsoil.

The hole shall be 1/3 filled with soil and firmly packed to assure the plant remains in plumb, then saturated with water. After the water has soaked in, complete the remaining backfill in 8" lifts, tamping the topsoil to eliminate voids, and then the hole shall be saturated again. Maintain plumb during backfilling. Backfill to the edge of the root mass and do not place any soil on top of the root mass. Visible root flare shall be left exposed, uncovered by the addition of soil.

### Add the following to Article 253.10 (b):

After removal of the container, inspect the root system for circling, matted or crowded roots at the container sides and bottom. Using a sharp knife or hand pruners, prune, cut, and loosen any parts of the root system requiring corrective action.

### Delete the first sentence of Article 253.10(e) and substitute with the following:

Water Saucer. All plants placed individually and not specified to be bedded with other plants, shall have a water saucer constructed of soil by mounding up the soil 4-inches high x 8-inches wide outside the edge of the planting hole.

### **Delete Article 253.11 and substitute the following:**

Individual trees, shrubs, shrub beds, and vines shall be mulched within 48 hours after being planted. No weed barrier fabric will be required for tree and shrub plantings. Pre-emergent herbicide will be used instead of weed barrier fabric. The pre-emergent herbicide shall be applied prior to mulching. See specification for Weed Control, Pre-Emergent Granular Herbicide.

The mulch shall consist of wood chips or shredded tree bark not to exceed two (2) inches in its largest dimension, free of foreign matter, sticks, stones, and clods. Mulch shall be aged in stockpiles for a minimum of four (4) months where interior temperatures reach a minimum of 140-degrees. The mulch shall be free from inorganic materials, contaminants, fuels, invasive weed seeds, disease, harmful insects such as emerald ash borer or any other type of material detrimental to plant growth. A sample must be supplied to the Roadside Development Unit for approval prior to performing any work. Allow a minimum of seven (7) working days prior to installation for approval.

Mulch shall be applied at a depth of 4-inches around all plants within the entire mulched bed area or around each individual tree forming a minimum 6-foot diameter mulch ring around each tree. An excess of 4-inches of mulch is unacceptable and excess shall be removed. Mulch shall not be tapered so that no mulch shall be placed within 6-inches of the shrub base or trunk to allow the root flare to be exposed and shall be free of mulch contact.

Care shall be taken not to bury leaves, stems, or vines under mulch material. All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance. After the mulch placement, any debris or piles of material shall be immediately removed from the right of way, including raking excess mulch out of turf areas in accordance with Article 202.03.

### Delete Article 253.12 Wrapping and substitute the following:

Within 48 hours after planting, screen mesh shall be wrapped around the trunk of all deciduous trees with a caliper of 1-inch or greater. Multi-stem or clump form trees, with individual stems having a caliper of 1-inch or greater, shall have each stem wrapped separately. The screen mesh shall be secured to itself with staples or single wire strands tied to the mesh. Trees shall be wrapped at time of planting, before the installation of mulch. The lower edge of the screen wire shall be in continuous contact with the ground and shall extend up to a minimum of 36-inches or to the lowest major branch, whichever is less. Replacement plantings shall not be wrapped.

### Delete Article 253.13 Bracing and substitute with the following:

Unless otherwise specified by the Engineer, within 48 hours after planting all deciduous and evergreen trees, with the exception of multi-stem or clump form specimens, over 8-feet in height shall require three 6-foot long steel posts equally spaced from each other and adjacent to the outside of the ball. The posts shall be driven vertically to a depth of 18-inches below the bottom of the hole. The anchor plate shall be aligned perpendicular to a line between the tree and the post. The tree shall be firmly attached to each post with a double guy of 14-gauge steel wire. The portion of the wire in contact with the tree shall be encased in a hose of a type and length approved by the Engineer.

During the life of the contract, within 72 hours the Contractor shall straighten any tree that deviates from a plumb position. The Contractor shall adjust backfill compaction and install or adjust bracing on the tree as necessary to maintain a plumb position. Replacement trees shall not be braced.

### Delete the second sentence of the first paragraph of Article 253.14 Period of Establishment and substitute the following:

This period shall begin in April and end in November of the same year.

### Delete the first paragraph of Article 253.15 Plant Care and substitute the following:

From planting until final acceptance of planting, the Contractor shall properly care for all plants

including watering, weeding, adjusting braces, repairing water saucers, spraying insect infected plants, or other work which is necessary to maintain the health, vigor and satisfactory appearance of the plantings. The Contractor shall provide plant care a minimum of every two weeks, or within three days following notification by the Engineer. Water shall be applied at a reasonable velocity and distance such as to cause no harm to the plant or displacement of mulch or soil. All requirements for plant care shall be considered as included in the cost of the contract.

### Delete the first paragraph of Article 253.15 Plant Care (a) and substitute with the following:

During plant care watering shall be performed at least every two weeks during the months of April through November. The Contractor shall apply a minimum of 35 gallons of water per tree, 25 gallons per large shrub, 15 gallons per small shrub, and 4 gallons per vine. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

### Add the following to Article 253.15 Plant Care (c):

The contractor shall correct any vine growing across the ground plane that should be growing up desired vertical element (noise wall, retaining wall, fence, knee wall, etc.). Work may include but is not limited to carefully weaving vines through fence and/or taping vines to vertical elements.

#### Add the following to Article 253.15 Plant Care (d):

The contractor shall inspect all trees, shrubs, and vines for pests and diseases at least every two weeks during the months of initial planting through final acceptance. Contractor must identify and monitor pest and diseases and determine action required to maintain the good appearance, health and, top performance of all plant material. Contractor shall notify the Engineer with their inspection findings and recommendations within twenty-four hours of findings. The recommendations for action by the Contractor must be reviewed and by the Engineer for approval/rejection. All approved corrective activities will be included in the cost of the contract and shall be performed within 48 hours following notification by the Engineer.

### Delete Article 253.16 Method of Measurement and substitute with the following:

Trees, shrubs, evergreens, vines, and seedlings will be measured as each individual plant.

- (a) This work will be measured for initial payment, in place, for plant material found to be in live and healthy condition by June 1.
- (b) This work will be measured for final payment, in place, for plant material found to be in live and healthy condition upon final acceptance by the department.

(c) Pre-emergent Herbicide will be measured for payment as specified in Weed Control, Pre-emergent Granular Herbicide.

### Delete Article 253.17 Basis of Payment and substitute the following:

This work will be paid for at the contract unit price per each for TREES, SHRUBS, EVERGREENS, or VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS.

The unit price shall include the cost of all materials, mulch, equipment, labor, plant care, watering, and disposal required to complete the work as specified herein and to the satisfaction of the Engineer. Payment will be made according to the following schedule.

- (a) Initial Payment. Upon completion of planting, mulch, wrapping, and bracing 75 percent of the pay item(s) will be paid.
- (b) Final Payment. After the successful completion of all required replacement plantings, clean-up work and receipt of the "Final Acceptance of Landscape Work" memorandum from the Bureau of Maintenance, or upon execution of a third-party bond, the remaining 25 percent of the pay item(s) will be paid.
- (c) The placement of Pre-emergent Herbicide shall be paid for at the contract unit price for WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE.

#### PUBLIC CONVENIENCE AND SAFETY

The Contractor shall limit public inconveniences safety conflicts according to Article 107.09 of the "Standard Specifications" and the following:

Keeping Roads Open to Traffic: All roads shall remain open to traffic. The Contractor may close one (through traffic) lane because of construction only between the hours of 9:00 AM and 3:00 PM. At the direction of the Engineer, the Contractor may also close one (through traffic lane) between the hours of 6:30 PM and 6:00 AM. The Contractor shall maintain one-way traffic during these restricted hours on two lane highways with the use of signs and flaggers as shown on the applicable Traffic Control Standard. On multi-lane highways the Contractor shall maintain at least one (through traffic) lane in each direction with the use of signs, barricades, and arrow boards as shown on the Traffic Control Standards. All lanes of traffic will be maintained between 3:00 PM and 9:00 AM when no construction activities are being carried out, and when directed by the Engineer.

The restricted lane closure time may be adjusted by the Resident Engineer. The Contractor shall provide a start and end time and a procedure plan 48 hours prior to the lane(s) to be closed. The Resident Engineer will notify the Contractor 24 hours in advance with the decision.

If the Contractor fails to provide notification or disregards the decision by the Resident Engineer the Traffic Control Deficiency Charge will be applied as stated in the Special Provisions for Traffic Control and Protection.

<u>Safety and Convenience</u>: The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor, by complying with these requirements shall be considered included in the cost of the applicable Traffic Control Pay Items in the contract and no additional compensation will be allowed.

Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.

### PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall protect and restore property according to Article 107.20 of the "Standard Specifications" and the following:

The contractor shall adhere to limits of restoration shown, including concrete truck washout facilities. Areas outside these limits that are damaged or disturbed by the contractor, shall be restored by the contractor at his expense and no additional compensation will be allowed.

Trees and Shrubs: Extra care shall be exercised when operating equipment around trees or shrubs. Injured branches or roots shall be pruned in a manner satisfactory to the Engineer and shall be painted where the cut was made. Roots exposed during excavating operations shall be neatly pruned and covered with topsoil. This work shall be done as soon as possible and shall be considered as included in the cost of the contract, and no additional compensation will be allowed.

### REQUIRED INSPECTION OF WOODY PLANT MATERIAL

#### Delete Article 1081.01(a)(5) and substitute the following:

The place of growth for all material, and subsequent inspection, must be located within 200 miles of the project.

### Delete Article 1081.01(c)(1) and substitute the following:

Inspection of plant material will be made at the nursery by the Engineer, or a duly authorized representative of the Department; all plant material must be in the ground of the nursery supplying the material.

The Contractor shall submit plant inspection forms and allow a minimum of 30 calendar days advance notice of the plant material to be inspected. Written certification by the Nursery will be required certifying that the plants are true to their species and/or cultivar specified in the plans.

The Department reserves the right to place identification seals on any or all plants selected. No trees shall be delivered without IDOT seal. Plant material not installed within 60 days of initial inspection will be required to be re-inspected.

### **SAW CUTTING**

The Contractor shall saw cut pavement, curb and gutter, driveways, sidewalk, and patches to separate the existing material to be removed by means of an approved concrete saw to a depth as shown on the plans or as directed by the Engineer. This work shall be included in the cost of the item being removed.

The Contractor shall be required to saw vertical cuts so as to form clean vertical joints. Should the Contractor deface any edge, a new sawed joint shall be provided and any additional work, including removal and replacement, shall be done at the Contractor's expense.

### **SIGNING**

The Contractor will be required to relocate or remove and replace signs which interfere with his construction operations, and to temporarily reset all such signs during construction operations. This work will be included in the unit bid prices of the Contract's Traffic Control items.

Any signs which are damaged beyond repair during construction operations shall be replaced in kind by the Contractor to the satisfaction of the Engineer at no additional cost to the contract.

### STORM SEWERS, DRAINAGE STRUCTURES, PIPE UNDERDRAINS, AND UTILITIES

Whenever during construction operations any loose material is deposited in the flow line of drainage structures such that the natural flow of water is obstructed, it shall be removed at the close of each working day. At the conclusion of construction operations, all utility structures shall be free from dirt and debris. The cost of all materials required and all labor necessary to comply with these provisions will not be paid for separately but shall be considered as included in the cost of the storm sewers installed and drainage structures installed, adjusted, or reconstructed as part of this project.

Connections to the existing sewer shall be made using non-shear, flexible couplings with stainless steel shear rings. Couplings shall be included in the cost of storm sewer being installed.

The cost of making storm sewer connections to existing or proposed storm sewer or drainage structures shall be included in the cost of the storm sewer or drainage structure being constructed. All manholes shall be provided with flexible rubber boots for all pipes to ensure a watertight seal between the pipe and catch basin or manhole. The flexible rubber boots shall be Kor-N-Seal by National Pollution Control Systems and conform to ASTM Specification C-923.

Each boot shall be included in the cost of the proposed storm sewers and structures being installed and will not be paid for separately.

Temporary sheeting or bracing for sewer trenches that may be required shall be the responsibility of the Contractor. The cost of this work shall be included in the unit price for storm sewer being installed.

When existing drainage facilities are disturbed, the Contractor shall provide and maintain temporary outlets and connections for all private or public drains, sewers or catch basins. The Contractor shall provide facilities to take in all storm water which will be received by these drains and sewers and discharge the same. The Contractor shall provide and maintain an efficient pumping plant, if necessary, and a temporary outlet. The Contractor shall be prepared at all times to dispose of the water received from temporary connections until such time as the permanent connections with sewers are built and in service. This work will not be paid for separately, but shall be included in the cost of the storm sewers and drainage structures installed as part of this project.

Top of frame ("rim") elevations given on the plans are only to assist the Contractor in determining the approximate overall height of each structure. Frames on all new structures shall be adjusted to the final elevations of the areas in which they are located. This work will not be paid for separately, but shall be included in the cost of the drainage structures installed as part of this project.

Unless otherwise noted on the plans, the existing drainage facilities shall remain in use during the period of construction. Locations of existing drainage structures and sewers as shown on the plans are approximate. Prior to commencing work the Contractor shall determine the exact locations of existing structures which are within the proposed construction limits.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains, or field drains within the right-of-way other than those shown on the plans, he shall so inform the Engineer, who shall direct the work necessary to maintain or replace the facilities in service and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of the non-compliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer have directed the replacement of a facility, the necessary work and payment shall be in accordance with Sections 550 and 601, and Article 104.02 of the Standard Specifications.

The Contractor shall determine when flat slab tops are required on manholes and catch basins. No additional compensation shall be allowed for the use of flat slab tops.

The Contractor shall be aware that at times the Engineer may require a change in storm sewer elevation due to a utility line or other obstruction. If such a grade change does not alter the pipe classification, the additional excavation, backfill, and sheeting required shall be included in the cost of the storm sewer being installed. If the revised grade results in a change in pipe classification, payment will be made for the revised type of storm sewer.

The contractor shall maintain flows through sewer systems at all times. The existing structures shall be inspected before construction starts. As directed by the engineer, any accumulation of material in the structure due to construction operations shall be removed by the contractor at his/her expense. The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the cost of mobilization, and no additional compensation will be allowed.

### **SURVEY CONTROL POINTS**

The Contractor shall furnish the Engineer with the materials required to establish survey control points according to Article 105.09 of the "Standard Specifications" and the following:

**Paint:** The Contractor shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the Engineer. The paint shall last up to 6 months; be non-freezing, be functional to 14°F; and be fully operational in an inverted position.

The Contractor and subcontractors shall only use white or pink colors for their own markings. At no time will the Contractor use any of the J.U.L.I.E. utility colors listed in Article 107.39 of the "Standard Specifications".

**Hubs:** The Contractor shall furnish, at their expense, hubs for use by the Engineer according to the following:

- 1. Shall be 1 3/8" x 7/8" x 18" (actual dimension).
- 2. Shall be furnished in securely banded (on each end) bundles of 25 pieces.
- 3. The material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood.
- 4. The tapered end on each hub shall be pencil point tapered.

**Lath:** The Contractor shall furnish lath for use by the Engineer according to the following:

- 1. Shall be  $1 \frac{1}{8}$ " x  $\frac{1}{2}$ " x 48" (actual dimension).
- 2. Shall be furnished in securely banded (on each end) bundles of 50 pieces.
- 3. The material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood.
- 4. The tapered end may be saw-cut tapered or pencil tapered.

In addition to the requirements of the special provision for construction layout stakes (Illinois Department of Transportation Check Sheet #9), the Contractor shall reestablish, monument, and tie all control points used to complete the work as specified including all PI's, PC's, PT's, and POT's. The type of monumentation used will be PK nails, iron pipes, RR spikes or as approved by the Engineer.

The cost of this work shall be included in the cost of CONSTRUCTION LAYOUT, and no additional compensation will be allowed.

### **TEMPORARY TOILETS**

The contractor shall provide a temporary toilet facility for the use of all contractors' personnel employed on the work site, and shall maintain same in proper sanitary condition. At completion, the facilities shall be removed and the premises left clean. The Engineer shall approve the location of the temporary toilets. The cost of this work shall be included in the cost of MOBILIZATION.

### TREE REMOVAL AND FORESTRY WORK RESTRICTIONS – ENDANGERED SPECIES ACT

This work shall be according to Section 201 of the Standard Specifications, except shall only be allowed between October 1 and March 31, when the endangered species are not present.

Work includes tree pruning and tree limb removal of live or dead branches, clearcutting, selective clearing, and the removal of live or dead trees measuring 3 inches (3") in diameter or greater at a point of 4.5 feet (4.5') above the highest ground level at the base of the tree.

Work that is considered hazardous or a safety concern can be removed any time during the calendar year with written approval by the Engineer.

No additional compensation or extension of time will be allowed to comply with these restrictions.

#### WATER FOR THE SITE

Should the Contractor desire to obtain water for construction purposes from the local area, the Contractor will be responsible for making arrangements through the local agency. The local agency will instruct the Contractor where a potable water supply from a hydrant near the work site is located and supply a hydrant meter. The Contractor shall provide a deposit for use of the hydrant meter. Contractor to designate responsible person to operate Fire Hydrant. The agency shall meter the potable water used by the Contractor and the Contractor will not be charged for the water used at the agency rates. Alternately, the Contractor can coordinate obtaining water at the City public works garage for no cost. The Contractor is responsible for the transportation of the water to the site where needed regardless of where the water was obtained. The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the cost of "MOBILIZATION".

### BRACED EXCAVATION

**Description:** This work shall consist of furnishing, installing and removing all necessary sheeting and bracing members required to support the excavation according to the applicable requirements

of Section 502 of the Standard Specifications. This item shall also include all excavation of earth necessary to obtain the bottom of footing elevations shown on the plans where braced excavation is indicated. The bracing shall properly support excavations by the use of sheeting, timber or plates etc., to prevent movement of soil, structures, pavements or utilities outside of the excavated area.

Construction Requirements: The Contractor shall submit design calculations and shop drawings prepared and sealed by an Illinois Licensed Structural Engineer for the temporary earth retention system. Shop drawings shall show the design and all necessary details for the construction of the bracing system. The design calculations and shop drawings shall be submitted to the Engineer for approval.

Approval of the Engineer shall be received before the Contractor proceeds with his construction operations. However, in any event, the Contractor shall be fully responsible for the safety, stability and adequacy of the bracing system and shall be solely responsible and liable for all damages resulting from his construction operations or from failure or inadequacy of the bracing system.

In the event the bracing system protecting the existing embankment fails or is otherwise inadequate, in the judgement of the Engineer, the Contractor shall, at his own expense, take all necessary steps to restore the embankments to a safe operating condition to the satisfaction of the Engineer.

Bracing members shall be installed as soon as an excavation level is reached to permit their installation.

**Method of Measurement:** This work shall be measured in cubic meters (cubic yards) according to the requirements for structure excavation as specified in Section 502.14 of the Standard Specifications.

**Basis of Payment:** This work, as herein specified and shown on the plans, will be paid for at the contract unit price per cubic meter (cubic yard) for BRACED EXCAVATION. Payment for BRACED EXCAVATION will be limited to those locations shown on the plans. All sheeting and bracing members associated with braced excavation will not be measured for payment but shall be included in the cost for BRACED EXCAVATION. No separate payment will be made for structure excavation where BRACED EXCAVATION is shown.

### COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.24 (VARIABLE WIDTH GUTTER FLAG)

**Description:** This work shall consist of constructing concrete curb and gutter of the type specified.

**Materials:** The materials shall meet the requirements of Article 606.02 of the "Standard Specifications".

**General:** The work shall be performed according to Section 606 of the "Standard Specifications" and IDOT Standard Drawings 606001 and 606301. The gutter width shall vary as shown on the island details included in the plans.

**Method of Measurement:** Combination concrete curb and gutter will be measured for payment in feet. The measurement will be made along the face of curb according to Article 606.14 of the "Standard Specifications".

**Basis of Payment:** This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.24 (VARIABLE WIDTH GUTTER FLAG). The unit price shall include all equipment, materials and labor required to construct the curb and gutter.

### **CONCRETE WASHOUT FACILITY**

**Description.** The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the "Standard Specifications".

To prevent pollution by residual concrete and/or the byproduct of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision and details included in these plans. Concrete washout facilities shall be required on all projects regardless of the need for NPDES permitting. On projects requiring NPDES permitting, concrete washout facilities shall also be addressed in the Storm Water Pollution Prevention Plan.

The concrete washout facility shall be constructed on the job site according to the details included in these plans. The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin

liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

**Basis of Payment:** The cost of all materials required and all labor necessary to comply with the above will be paid at the contract unit price of lump sum for CONCRETE TRUCK WASHOUT. The unit price shall include all labor, equipment and materials necessary to complete the work.

### **DETECTABLE WARNINGS (SPECIAL)**

**Description:** Truncated domes shall be in accordance with Article 424.09 of the Standard Specifications, except as noted below:

**General:** This work shall consist of the installation of pre-fabricated panel of truncated domes twenty-four inches (24") wide and match the width of the depressed curb on concrete sidewalk accessibility ramps at locations as directed by the Engineer.

The domes shall parallel the pavement crosswalk in accordance with the latest Highway Standard. The panel shall be **Clay Red** (**Federal #22144**). The panel shall meet the requirements of ASTM C1028 - Slip Resistance and ASTM G155 – Accelerated Weathering.

Dome placement and spacing shall meet the current PROWAG requirements.

The Detectable Warning Panels shall be the following product:

ADA Solutions Cast-In-Place Tactile Paver ADA Solutions 323 Andover Street – Suite 3 Wilmington, MA 01887 1-800-567-5892 https://adatile.com/

The product and method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to installation:

- a. Manufacturer's certification stating the product is fully compliant with ADAAG.
- b. Manufacturer's five-year warranty.
- c. Manufacturer's specifications stating the required materials, equipment, installation procedures and conformance to ASTM C1028.

**Method of Measurement and Basis of Payment:** This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS (SPECIAL) at locations shown on the plans and as directed by the Engineer.

### DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

**Description:** This item shall consist of the vertical adjustment of a cast iron extension for existing domestic water service boxes to match the proposed surface grade, or as otherwise directed by the Engineer.

**General:** This work will be performed in accordance with the applicable portions of Section 565 of the Standard Specifications. In order to make the necessary adjustments, the Contractor may have to provide either slide-type or screw-type extensions for the existing facility. It shall be the responsibility of the Contractor to ascertain the type of existing facility, and the necessary extension piece required to perform the adjustment. The installation of the extension pieces or the proper manipulation of existing slide or screw type devices will be the only adjustment allowed, and the use of physical force to raise or lower the existing Domestic Water Service Boxes will not be permitted. This work shall be done to the satisfaction of the Engineer.

**Method of Measurement:** This work will be measured for payment as each structure to be adjusted.

**Basis of Payment:** This item shall be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED, which price shall include all labor, equipment and material.

### **DRAINAGE SYSTEM MODIFICATION**

**Description.** This item shall consist of furnishing all labor, equipment, and materials necessary for the modification of the existing bridge drainage system as required for the successful installation of the proposed loop hangers, rods, and drainage pipes at eight locations (four existing floor drains on SN 022-0005; EB I-290 over N. York Street, and four existing floor drains on SN 022-0006; WB I-290 over N. York St.). The work shall be performed in accordance with the applicable portions of IDOT Standard Specifications for Road and Bridge Construction Section 523 and as per the details shown in the Plans, or as otherwise directed by the Engineer.

Construction Requirements. The eight existing floor drains located over the slope wall and proposed sidewalk in front of the west abutments of the I-290 Bridges over N. York Street shall be modified and fitted as required to accommodate the proposed drainage pipes as specified in the plans. Such work will include, but shall not be limited to, connection of the existing floor drains to the proposed drainage elements, installation of appropriately sized drainage pipes, drilled and epoxy grout ½" threaded rods for the proposed pipe hanger and rod system, and installation of loop hangers (Hilti LH 6"), and any additional required support of the drainage system to the existing bridge structure.

The Contractor shall take all necessary precautions for the protection of vehicles and pedestrians from falling objects and/or materials until completion of the work and all work shall be performed in such a manner as to avoid damage to existing elements to remain. Any damage to

existing elements to remain caused by the Contractor in the performance of his/her work shall be repaired by the Contractor, to the satisfaction of the Engineer, at no **cost to the City. The work** shall conform in every respect to all environmental, state and local regulations regarding construction requirements, the protection of adjacent properties, as well as dust and noise control. All materials removed by the Contractor under this Item shall become the property of the Contractor and shall be disposed of by the Contractor off the site and in a lawful manner meeting all IDOT Policies and Procedures.

**Method of Measurement.** Drainage System Modification shall be measured for payment per Lump Sum.

**Basis of Payment.** The work under this Item will be paid for at the Contract unit price per Lump Sum for DRAINAGE SYSTEM MODIFICATION, as indicated on the Plans, as directed by the Engineer, and as specified herein.

### **DRILL AND GROUT #8 TIE BARS**

**Description:** Work under this item shall be performed in accordance with sections 442, 420, and 1000 of the Standard Specifications, except as herein modified.

This work shall consist of furnishing and installing 24" long, No. 8 epoxy coated tie bars in existing Portland Cement Concrete (PCC) bases, new PCC Bases, Class B Patches, PCC Medians, and at locations shown on the Plans or as designated by the Engineer.

Materials shall meet the requirements of Article 1006.06 of the Standard Specifications for Dowel Rods and Article 1024.01 of the Standard Specifications for Nonshrink Grout or one of the approved chemical adhesives as listed by the Bureau of Materials and Physical Research. Epoxy adhesives shall not be allowed.

Bars shall be located on 24" centers or as indicated on the plans. Individual bar locations shall be shifted at least 5-inches away from existing cracks, joints and unsound concrete. Holes for dowel bars shall be drilled with suitable equipment for this purpose to the depth shown and to a diameter large enough to allow grouting around the dowel bar or tie bar. The dowel bars or tie bar shall be secured in the drilled holes with nonshrink grout. The grout shall be allowed to cure before the concrete for new curb and gutters and bases are poured.

**Method of Measurement:** This work will be measured for payment as each placed dowel bar.

**Basis of Payment:** This work will be paid for at the contract unit price each for DRILL AND GROUT #8 TIE BARS. The unit price shall include all labor, equipment and materials necessary to complete the work.

### EROSION CONTROL BLANKET (SPECIAL), (WILDLIFE SAFE)

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

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

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

Delete Article 1081.10 (a) Excelsior Blanket.

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

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

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

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

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

Delete Article 1081.10(d) Wire Staples.

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

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

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

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

Add the following to Article 251.07 Basis of Payment:

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

### **EXPLORATION TRENCH, SPECIAL**

**Description:** This work shall be performed according to Article 611.03 and Section 213 of the Standard Specifications except as modified herein. This item shall consist of excavating a trench at the locations directed by the Engineer for the purpose of locating existing PETROLEUM LINES, GAS LINES, WATER MAIN, and other UTILITIES within the construction limits of the proposed improvement.

**General:** The trench shall be deep enough to expose the utility, and the width of the trench shall be sufficient to allow proper investigation to determine if the utility needs to be replaced.

The exploration trench shall be backfilled with trench backfill at the direction of the Engineer meeting the requirements of the Standard Specifications. This shall be paid for at the contract unit price for trench backfill.

**Method of Measurement:** An estimated length of exploration trench has been shown in the summary of quantities to establish a unit price only, and payment shall be based on the actual length of trench explored without a change in unit price because of adjustment in plan quantities.

**Basis of Payment:** This work shall be paid for at the contract unit price per foot (regardless of depth) for EXPLORATION TRENCH, SPECIAL, and no extra compensation will be allowed for any delays, inconveniences or damage sustained by the Contractor in performing the work.

### **FENCE REMOVAL**

**Description:** This work shall consist of the removal and disposal of an existing fence from the project site regardless of the fence type as called out on the engineering plans, or as directed by the Engineer.

**General:** The Contractor shall remove all components of the existing fence including any concrete used to anchor fence posts, bracing, guy wires, posts, and/or gates. All removed materials shall be disposed of outside the limits of the right-of-way according to Article 202.03 of the Standard Specifications and/or as directed by the Engineer.

**Method of Measurement:** This work will be measured for payment in feet, along the top of the existing fence, from center to center of end posts, including the length occupied by gates.

**Basis of Payment:** This work will be paid for at the contract unit price per FOOT for FENCE REMOVAL. The unit price shall include all equipment, materials and labor required to remove and dispose of the fence

### FENCE (SPECIAL) GATE, SPECIAL

**Description:** This work shall consist of furnishing and erecting a welded ornamental steel fence system, gate, and accessories as shown in the plans, in accordance with the details and manufacturer's specifications and as directed by the Engineer.

**General:** The fence and gate system shall be MONTAGE MAJESTIC 3 RAIL at 4' height and AMERISTAR MONTAGE MAJESTIC 3 RAIL DOUBLE SWING GATE at 4' height with 16' opening as manufactured by Ameristar to match existing City fencing.

AMERISTAR 1555 N. Mingo Tulsa, OK 74116 1-888-333-3422 www.ameristarfence.com

Shop drawings shall be submitted as specified in Article 509.04 of the Standard Specifications.

**System Description.** The total fence and gate system shall be of standard picket space, welded and rackable with all terrain flexibility ornamental steel Montage design with extended picket bottom rail treatment. The system shall include all components (i.e., panels, posts, gates and hardware) required.

**Product Warranty.** All structural fence and gate components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer as stated in the Montage product warranty. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

**Material.** Steel material for fence and gate panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft2 (184 g/m2), Coating Designation G-60.

Material for pickets shall be 5/8" square x 18 Ga. tubing. The rails shall be steel channel, 1.25" x 0.92" x 14 Ga. Picket holes in the rail shall be spaced 4.334" o.c. Fence posts shall be a minimum of 2" square x 16 Ga. Minimum size for gate posts shall be 2-1/2" x 16 Ga.

**Fabrication.** Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be Black. The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2. The following coating performance requirements meet or exceed the coating performance criteria of ASTM F2408.

### **Coating Performance Requirements**

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,000 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).

Weathering Resistance	D822, D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).
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The manufactured fence and gate system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Residential weight fences under ASTM F2408.

Gates shall be fabricated using welded ornamental panel material and gate ends having a 1-1/4" square cross-sectional size. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

**Preparation.** All new installation shall be laid out by the contractor in accordance with the construction plans and as directed by the Engineer.

**Fence Installation and Maintenance.** Fence posts shall be spaced at 96-3/4", plus or minus ½". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer.

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufacturers' warranty.

**Gate Installation.** Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application, weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacturer of the gate and shall be installed per manufacturer's recommendations.

**Concrete Footer.** Fence and gate posts shall be embedded in concrete footers. Concrete footers shall be 8" in diameter and to a depth of 21" for fence posts and 36" for gate posts.

**Cleaning.** The contractor shall clean the jobsite of excess materials.

**Method of Measurement:** Fence will be measured for payment in place per foot along the top longitudinal railing member through all posts and gaps, excluding the 16' gate opening. Gate will be measured by each double swing gate arrangement.

Concrete foundations for fence and gate will not be measured separately for payment. Anchor bolts used in the construction of fence and gate will not be measured separately for payment.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for FENCE (SPECIAL) and contract unit price per each for GATE, SPECIAL. The contract unit price shall include all equipment, labor, and materials necessary to complete this work as specified, including furnishing and installing anchor bolts and construction of the 8" diameter concrete post footer.

### FIRE HYDRANTS TO BE ADJUSTED

**Description:** This work shall consist of the vertical adjustment of fire hydrants, including auxiliary valves and valve boxes that are to remain in place. All applicable portions of Section 564 of the Standard Specifications and Section 45 of the Water and Sewer Specifications shall apply.

**General:** Fire Hydrant adjustments shall be accomplished with one extension mechanism. Combining extension mechanisms to achieve the required height will not be allowed.

If the hydrant has an existing adjustment in place, it must be removed, disposed of properly, and replaced with a single adjustment. This work shall not be paid for separately but shall be included in the cost of this item.

Disinfecting shall be in accordance with AWWA C601 for Disinfection Procedures when cutting into or Repairing Existing Mains.

All water main work shall be coordinated so that there are no extended water main shut-downs.

**Method of Measurement:** This work will be measured for payment as EACH structure to be adjusted.

**Basis of Payment:** This work shall be paid for at the contract unit price each for FIRE HYDRANT TO BE ADJUSTED, which price shall include the labor, equipment and materials necessary to raise or lower existing fire hydrants and auxiliary valves and valve boxes to an elevation acceptable to the agency maintaining the fire hydrants.

### MULCH PLACEMENT FOR EXISTING WOODY PLANTS

This work shall be done in accordance with the applicable portion of Section 253.02 (c) and Section 1081.06 of the Standard Specifications for Road and Bridge Construction.

**Description:** This work shall consist of furnishing, transporting, and spreading an approved shredded hardwood bark mulch to the depth specified in areas as shown in the plans or as directed by the Engineer.

**Material:** Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark meeting the following requirements:

- Material shall be free of sticks, leaves, stones, dirt clods, and other debris.
- Individual wood chips shall not exceed 2 inches (50 mm) in the largest dimension.

A sample must be supplied to the Roadside Development Unit for approval prior to performing any work. Allow a minimum of seven (7) working days prior to installation for approval.

Method: The grade, depth, and condition of the area must be approved by the Engineer prior to placement.

The Contractor shall remove all weeds, litter and plant debris before mulching. The Contractor shall repair the grade by raking and adding topsoil as needed, before mulching.

Mulch shall be applied at a depth of 4-inches around all plants within the entire mulched bed area or around each individual tree to form a mulch ring. Trees with a diameter of 15 inches or less will have a minimum 6 - foot diameter mulch ring and trees with a diameter of 16 inches or greater will have a minimum 8 – foot diameter mulch ring. An excess of 4-inches of mulch is unacceptable and excess shall be removed. Mulch shall not be tapered so that no mulch shall be placed within 6-inches of the shrub base or trunk to allow the root flare to be exposed and shall be free of mulch contact.

The shredded mulch shall be placed according to the required depth as specified in the plans for planting trees, shrubs, vines and perennial plants. Care shall be taken not to bury leaves, stems, or vines under mulch material. Mulch shall not be in contact with the base of the trunk. Mulch volcanos are unacceptable.

All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance.

After the mulch placement, any debris or piles of material shall be immediately removed from the right of way, including raking excess mulch out of turf areas.

**Method of Measurement:** Mulch placement will be measured in place to the depth specified in square yards (square meters). Areas not meeting the depth specified shall not be measured for payment.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard (square meter) for MULCH PLACEMENT, of the thickness specified. Payment shall include all costs for materials, equipment and labor required to complete the work specified herein, including the cost of removing and disposing of any debris. Any mulch placement included as part of the work in other work items will not be measured separately for payment.

## PAVEMENT MARKING (SPECIAL)

**Description.** This work consists of installing a polymer cement surface system (PCSS) (colored or base color) on a prepared substrate (asphalt or concrete) in accordance with the

plans and specifications. The resulting surface will be stencil patterned.

Materials. The PCSS material used shall be the Endurablend™ Polymer Cement Surfacing as manufactured by:
Pavement Surface Coatings, LLC
11 Eagle Rock Ave
East Hanover, NJ 07936
866.215.6120
Endurablend.com

**Submittals**. Submit Manufacturer's product data, pattern, and color samples for each product specified to the Engineer for review and approval prior to construction.

**PCSS Material Properties.** The polymer cement surface shall provide a skid and abrasion resistant surface and meet or exceed the requirements in Table 1.1.

Table 1.1. Polymer Cement Material Properties							
Description Test Method V							
Compressive Strength, (at 28 days) 2" Cube <sup>1</sup>	ASTM C-109	> 3,100 PSI					
Tensile Strength <sup>1</sup>	ASTM C-190	> 700 PSI					
Bond Strength with Asphalt 1,2	ASTM C-1583	> 250 PSI					
Bond Strength with Concrete <sup>1</sup>	ASTM C-1583-13	> 250 PSI					
Length Change <sup>1</sup>	ASTM C-157	<u>&lt;</u> 0.024%					
Solar Reflectivity Index <sup>3,4</sup>	ASTM C-1549	> 0.29					
	ASTM E-1980						
Flexibility <sup>5</sup>	½" Thick Beam under Static	≥ ½"					
	Load – Max. Deflection						

<sup>1)</sup> The data shown is representative of laboratory test 28 day cured samples at 50% humidity.

**Chemical Admixtures/Pigments.** Any chemical admixtures and/or color pigments used, the dosage rates and the conditions for use in the PCSS shall be approved by the manufacturer.

<sup>&</sup>lt;sup>2</sup>) Test sample must be prepared by overlaying ½" (6mm) of product on 12.5mm HMA sample.

<sup>&</sup>lt;sup>3</sup>) A SRI greater than 29 can be obtained by using pigments or changing the color index of the aggregate. It is not applicable where color pigments are requested.

<sup>&</sup>lt;sup>4</sup>) Only applicable for projects where a LEED certification credit is a requirement of the surfacing or where a reflective surfacing is specified.

<sup>&</sup>lt;sup>5</sup>) Use the same loading rate as for the ASTM C-109 test above.

**Delivery, Storage, and Handling.** The material shall be delivered to the site in weatherproof containers and stored in a covered and ventilated location.

**Equipment.** The equipment to be used shall be approved by the manufacturer or an approved installer. The installer shall demonstrate that the equipment shall be capable of handling materials, performing the work, maintaining proper material temperature, maintaining the minimum level of required productivity, and producing a product of the specified quality and be maintained in good mechanical condition. The contractor shall also provide sufficient equipment to enable the prosecution of the work in accordance with the project schedule and completion of the work in the specified time.

The equipment shall be capable of handling and transferring the dry materials and liquids to the approved mixer without causing spillage, segregation, or contamination.

#### Weather Limitations.

## A. Required Conditions

PCSS shall only be placed when all of the following conditions are met:

- The pavement surface is dry.
- Ambient and substrate temperatures are  $50^{\circ}$  F ( $10^{\circ}$  C) and rising and expected to remain above  $50^{\circ}$  F ( $10^{\circ}$  C) for 6 hours
- There is no forecast of temperatures below 35° F (2° C) within 24 hours from the time of placement.
- The weather is not foggy or rainy. When rain appears imminent, all placement operations shall cease, and the work shall not be resumed until the threat of rain has passed.

# B. Cold Weather Requirements

When the ambient temperature is below 50° F (10° C) but will remain above 40° F (5° C) during product installation and for the following 6 hours, the certified installer can install the PCSS at their discretion with the approval of the engineer.

## C. Hot Weather Requirements

Care should be taken when placing the PCSS when the substrate temperature exceeds 130° F (50° C). Application temperatures of the substrate above 130° F (50° C) should be

closely monitored for performance during the course of application. Any observable defects occurring as a result of extreme temperature should be cause for immediate halting of placement operations.

Where the ambient paving air temperature is going to exceed 90° F (32° C) then the use of cold water and ice should be considered for the blending operation. Where the provision of cold water or replacing the part of the water requirement with ice is not possible, then the use of a retarder should be used with the mix.

**Surface Preparation.** The substrate that is to receive the PCSS system shall be cleaned of sand, dirt, dust, rock, or any other debris that could prevent proper adhesion. Cleaning shall be accomplished by power broom, scraping, blowing, washing, water or shot blasting (considered on aged concrete) or other approved methods necessary to assure bonding between the PCSS surface course and the substrate. PCSS operations shall not be started until the surface is in a condition as recommended by the manufacturer.

**Damaged Substrate**. All substrate receiving PCSS shall be free of potholes, spalling, or other areas of structural deterioration. If identified in the plans, or directed by the Engineer, all such areas shall be excavated to a depth where the substrate is structurally sound and repaired with an approved pothole repair method. Structurally deficient areas not identified for repair in the plans shall be reported to the Engineer.

**Mixing.** The measuring and mixing operation shall be capable of producing a consistent homogeneous mix sufficient to maintain the production levels required for the work. The water and dry blend shall be charged into the mixer and blended to the desired consistency while maintaining effective temperatures to prevent flashing of the mix.

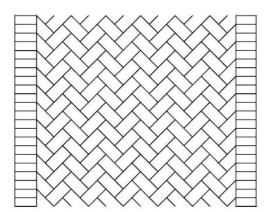
**Placement.** PCSS shall be uniformly deposited on the substrate by roto-stator spray equipment. The spray apparatus shall be a device approved by the manufacturer and have the capability of mixing the materials at a rate to insure continuous spray operations. With the stencil design, the base coat may be applied with a squeegee.

**Stencil and Color of Pavement Marking.** This design requires a base coat of the material to be applied by squeegee or spray on top of asphalt or concrete pavement. Concrete pavement may require shot blasting to roughen the surface to ensure proper bonding. The base coat provides a grout line color plus seals the surface. Once the base coat has cured, apply the specified stencil pattern and spray the top coat. Remove stencil when the top coat has reached the proper consistency and allow coating to cure. Cure to traffic time is approximately 2 hours at 70 degrees. The total cured thickness should be between 1/16" to 1/8".

The stencils should be a plastic or paper pattern consistent with the design of the crosswalks.

The color shall be Brick Red with White grout and the pattern shall be Diagonal Herringbone

with a standard border. Based on the samples provided, the City may determine to use a different color, pattern, and border. The final color, pattern, and border to be used shall be coordinated with the City and approved by the engineer prior to construction.



Curing and Opening to Traffic. Care shall be taken by the contractor to protect the PCSS surface course from traffic until the area is sufficiently cured. Curing time will vary depending on ambient and surface temperatures. The PCSS shall not be opened to traffic until it has reached sufficient compressive strength that the surface will not be damaged by vehicular traffic and the area has been approved for opening by a representative of the manufacturer, the installer, or the Engineer.

**Method of Measurement and Basis of Payment.** This work shall be measured and paid for at the contract unit price per square foot for PAVEMENT MARKING (SPECIAL) and shall include all stamping and coloring materials, surface preparation, labor, equipment, materials and labor necessary to complete the work. The 8" white edge line will be paid for separately.

## PRECONSTRUCTION VIDEO TAPING

**Description:** This work shall consist of videotaping the project site prior to commencing construction activities in order to provide a basis to determine whether visible damage occurred during construction.

**General:** The work shall include videotaping on all streets within the project limits. The videotaping shall encompass the entire area between the right-of-way lines. Prior to videotaping the contractor shall coordinate with the Engineer to ensure that any areas of special emphasis are noted and sufficiently covered during the videotaping process.

The videotaping shall consist of a minimum of two passes. The videotaping shall be performed at a traversing speed not to exceed 50 feet per minute.

The recording shall include an audio track. The accompanying narrative shall also include address information.

The Contractor shall provide one copy of the recording in DVD format to the Engineer. The recording shall be of suitable photographic clarity to serve as a basis for establishing whether visible damage occurred during construction. The Contractor may not begin construction activities until the Engineer has approved the recording.

**Basis of Payment:** This work will be paid for at the contract lump sum price for PRECONSTRUCTION VIDEO TAPING. The contract lump sum price shall be payment in full for all materials, labor and equipment required to perform the videotaping as described herein.

# REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

**<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.

## Site 3723-2: LA Fitness, 620 N. York Street, Elmhurst, DuPage County

• Station 60+40 to Station 61+30 (CL York Street), 0 to 70 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameters: Benzo(a)pyrene and Manganese.

## Site 3723-7: ROW, I-290 Between M.M. 12.0 to M.M. 12.6, Elmhurst, DuPage County

• Station 44+60 to Station 46+45 (CL York Street), 0 to 110 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article

- 669.05(a)(5). COC sampling parameters: benzene, naphthalene, Arsenic, Lead and Manganese.
- Station 46+45 to Station 47+45 (CL York Street), 0 to 60 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: Manganese.
- Station 47+45 to Station 49+40 (CL York Street), 0 to 50 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene and Manganese.
- Station 49+40 to Station 51+55 (CL York Street), 0 to 50 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene and Manganese.
- Station 51+55 to Station 52+85 (CL York Street), 0 to 50 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: Manganese.
- Station 52+85 to Station 58+80 (CL York Street), 0 to 50 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). COC sampling parameters: Benzo(a)pyrene, Arsenic, Lead and Manganese.
- Station 58+80 to Station 60+40 (CL York Street), 0 to 145 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: Manganese.

At the ROW property, Naphthalene was detected at a concentration exceeding the TACO Tier 1 Soil Remediation Objective for the Construction Worker Inhalation exposure route in soil boring 7-B01 from the sample interval of 0 to 7 feet deep, as noted in the Final Preliminary Site Investigation Report for this project, submitted October 20, 2023, by WSP USA. Procedures shall be implemented to protect site workers and observers from hazards encountered during construction activities in locations containing contaminated materials, pursuant to Article 669 of the Standard Specifications for Road and Bridge Construction manual.

# Site 3723-11: Thorntons, 476 N. York Street, Elmhurst, DuPage County

• Station 43+75 to Station 44+60 (CL York Street), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene and Manganese.

<u>Groundwater Management.</u> Benzene was detected in a groundwater sample collected from Temporary Well 07-G01 at a concentration exceeding the Tier 1 Groundwater Remediation Objective for Class I and Class II groundwater. The Contractor shall manage any evacuated groundwater within the following area:

• Station 44+60 to Station 46+45 (CL York Street), 0 to 110 feet LT (ROW, PESA Site 3723-7, I-290 Between M.M. 12.0 to M.M. 12.6, Elmhurst). This material meets the criteria of Article 669.05(d) and shall be managed in accordance with Article 669.05. COC sampling parameters: VOCs.

Method of Measurement: Groundwater disposal will be measured for payment in gallons.

Basis of Payment: The disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE DISPOSAL.

<u>Engineered Barrier</u>. An engineered barrier shall be installed in storm sewer, sanitary sewer, water main trenches and/or other construction excavations, to limit the exposure and control the migration of contamination from the contaminated soil that remains within the excavation. It shall be placed beneath the excavation backfill material at the following location:

• Station 44+60 to Station 46+45 (CL York Street), 0 to 110 feet LT (ROW, PESA Site 3723-7, I-290 Between M.M. 12.0 to M.M. 12.6, Elmhurst) – non-special waste. COC sampling parameters: Benzene, Naphthalene, Arsenic, Lead and Manganese.

The engineered barrier shall consist of a geosynthetic clay liner system, geomembrane liner, or equivalent material as approved by the Engineer. A geosynthetic clay liner shall be composed of a bentonite clay liner approximately 0.25 inches thick. The engineered barrier shall have a permeability of less than 10<sup>-7</sup> cm/sec. Installation of the geosynthetic clay liner system shall be in accordance with the manufacturer's recommendations except that all laps shall face down-slope.

The geomembrane liner shall have a minimum thickness of 30 mils. The geomembrane liner shall line the entire trench and installed in accordance with the manufacturer's recommendations.

No equipment will be allowed on the engineered barrier until it is covered by a minimum of 1 foot of backfill. Any damage to the engineered barrier caused by the Contractor shall be repaired at no additional expense to the Department in accordance with the manufacturer's recommendations and as directed by the Engineer.

Method of Measurement: The engineered barrier will be measured for payment in place and the area computed in square yards.

Basis of Payment: The engineered barrier will be paid for at the contract unit price per square yard for ENGINEERED BARRIER.

#### **Work Zones**

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

# **REMOVE CONCRETE END SECTION**

**Description:** This work shall consist of the removal and disposal of existing concrete end sections at locations as shown on the plans or as directed by the Engineer.

**Construction Requirements:** The concrete end section shall be removed and disposed of as specified in the applicable portions of Section 501 of the Standard Specifications.

The trenches resulting from the removal of the concrete end section shall be backfilled in accordance with Article 550.07 of the Standard Specifications.

**Basis of Payment:** This work will be paid at the contract unit price per each for REMOVE CONCRETE END SECTION, regardless of the diameter, measured as removed. This price shall be payment in full for all equipment and labor necessary to complete this work as specified.

TRENCH BACKFILL will be paid for separately according to Article 208.04 of the Standard Specifications.

# **SEEDING, CLASS 4 (MODIFIED)**

**Description:** This work shall consist of preparing the seed bed, placing the seed, and other materials required in the seeding operation in areas as shown in the plans.

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The Class 4 (Modified) seed mixture shall be supplied in pounds of Pure Live Seed. All native seed species will be local genotype and verified that original seed collection source must originate from a radius of 200 miles from the project site. Fertilizer is not required.

Article 250.07 Seeding Mixtures – Add the following to Table 1:

SEEDS	PURE LIVE SEED
tive Grass	11.0
ppogon gerardii	
ig Bluestem)	3.0
us canadensis	
anada Wild Rye)	2.0
um virgatum	
witchgrass)	2.0
astrum nutans	
dian Grass)	4.0
	ppogon gerardii g Bluestem) us canadensis anada Wild Rye) um virgatum witchgrass) astrum nutans

Temporary Cover 20 (lb/acre)

Fall/Winter: Winter Rye

(Secale cereale) 20.0

Spring: Avena sativa

(Annual Oats) 20.0

Variation in the Class 3, 4, 5, or 6 seed quantities or varieties may be allowed in the event of a crop failure or other unforeseen conditions. Quantities of proposed substitutions shall be determined by seed count. The Contractor shall provide for the approval of the Engineer a written description of the proposed changes to the Class 3, 4, 5, or 6 Mixture(s), the reasons for the change, and the name of the seed suppliers who were contacted in an effort to obtain the specified species. Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract

## **Seeding Time:**

Seeding shall be completed between October 15 to May 15 but not when raining or when the ground is covered with snow, unless prior written approval is received from Engineer. No seed shall be sown when the ground is not in proper condition for seeding. Seeding done outside of this time frame will not be measured for payment unless approved in writing by Engineer in advance.

The Contractor shall schedule work so that final grade is achieved during the specified seeding times. Any seeding installed on or after March 1 must be incorporated into the soil surface, but no deeper than ¼ inch, such as by rangeland type seed drill, harrow, hand rake, or other method approved by the Engineer.

## **Bagging, Transporting, and Storing Seed:**

Seed mixtures of the specified classes shall be thoroughly mixed, labeled and bagged by the supplier. Purity and germination test no older than twelve months old must be submitted for all seed supplied to verify quantities of bulk seed required to achieve LB PLS specified. Seed shall be thoroughly mixed, labeled and bagged by the supplier. Seed shall be bagged, transported, and stored in such a manner to protect it from damage and to maintain the viability of the seed. All seed mixtures shall be brought to the site in clearly labeled and unopened bags.

Seed shall be adequately protected from rain, temperature extremes, rodents, insects, and other such factors that could adversely affect seed viability during transport or while being stored prior to planting. Bags of seed that are leaking, wet, moldy, or otherwise damaged shall be rejected and promptly removed from the site of work. Prior to application, the Engineer must approve the seed mix in the bags on site.

## **Layout of Seeding:**

The Contractor shall be responsible for field verifying the acreage of the area(s) to be seeded. The amount of seed ordered shall match the area(s) to be seeded during the pending planting season. A minimum of 30 days shall be allowed for seed acquisition, testing, and inspection.

The Contractor shall demarcate all areas to be seeded and estimate quantities of each area to determine the quantity of seed necessary to achieve the specified seed rate per acre. The Contractor shall delineate the perimeter of the seedbed with wooden lathe. The wooden lathe shall remain in place. The contractor shall provide a minimum of seven calendar days notice to the Engineer to allow for review and approval of seeding layout.

#### **Inspection:**

The Engineer must witness the delivery of seed with original labels attached in the field. A bag ticket must be affixed to each bag of seed upon delivery, and shall not be removed until the Engineer has reviewed and accepted each bag of seed. The label shall bear the dealer's guarantee of mixture and year grown, purity and germination, and date of test.

## **Seed Bed Preparation:**

All area(s) to be seeded must be properly prepared prior to planting seed.

Bare earth seeding refers to sowing seed upon soils with no existing vegetative cover. In areas with existing vegetation, the vegetation shall be eradicated as specified or as directed by the Engineer. Seed bed preparation shall not be started until all requirements of Section 212 have been completed. The area to be seeded shall be worked to a minimum depth of 3 in. (75 mm) with a disk, tiller, box rake, or other equipment approved by the Engineer. In areas with heavy soils, tilling or power raking will be required to achieve the proper depth. All soil clods shall be reduced to a size not larger than ½ in. (13 mm) in the largest dimension to create a friable, pulverized topsoil surface suitable for seeding. Dragging the soil surface with the blade of a loader or dozer will not be an acceptable method of seed bed preparation. The prepared surface shall be relatively free of weeds, stones, roots, sticks, debris, rills, gullies, crusting, caking, and compaction. No seed shall be sown until the seed bed has been approved by the Engineer.

#### **Seeding Methods:**

No seed shall be sown when wind gusts exceed 25 miles per hour or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the purity test has been completed for the seeds to be used, and said tests show that the seed meets the noxious weed seed requirements. All equipment shall be approved by the Engineer prior to being used. Prior to starting work, seeders shall be calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded. The Engineer shall be notified 48 hours prior to beginning the seeding operations so that the Engineer may determine by trial runs that a calibration of the seeder will provide uniform distribution at the specified rate per acre.

Seeding Classes 3, 4, 5, and 6 shall be sown with a broadcast seeder or a rangeland type seed drill.

Hand broadcasting and other methods of sowing seed will be allowed in special circumstances as approved by the Engineer. Special circumstances include but are not necessarily limited to steep slopes (over 1:3 (V:H)), inaccessible areas, wet areas, or other unique situations where the use of the specified equipment is not possible.

#### **Method of Measurement:**

SEEDING, CLASS 4 (MODIFIED) will be measured for payment in acres of surface area of seeding for the seed mix type specified.

**Basis of Payment:** SEEDING, CLASS 4 (MODIFIED) shall be paid at the Contract unit price per acre. Payment shall be in full for seed, planting, and furnishing all labor to complete the work as set forth above.

## STABILIZED CONSTRUCTION ENTRANCE

**Description:** This work shall consist of furnishing, installation, maintenance, removal, and backfilling of stabilized pad of wood (timber) matting underlain with aggregate and filter fabric as shown on the plans or directed by the Engineer. All excavation necessary to construct this work as specified herein shall be included in this item.

**Materials:** Materials shall conform to the following:

**Aggregate base size.** IDOT Coarse Aggregate Graduation: CA-1, CA-2 CA-3, or CA-4.

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

A wash rack is required as shown in the plan details.

**Construction Requirements:** Timber matting shall be a minimum of 6" thick. Contractor shall submit a cut sheet for approval prior to ordering material. All work shall be done in accordance with the manufacturer's recommendations.

The coarse aggregate shall be a thickness of 6 inches or more. The timber matting shall not be placed until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 6 inches in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space

caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width shall be 14 feet as shown in the plans or as directed by the Engineer in the field.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately.

**Method of Measurement and Basis of Payment:** The work shall be paid for at the contract unit price per SQUARE YARD for STABILIZED CONSTRUCTION ENTRANCE, which price shall be payment in full for all material, labor and any other items required to complete the work.

# **STUMP REMOVAL ONLY**

Special attention is called to this item since the Contractor will, in this case, be required to remove stumps only. The trees have previously been removed by others. All excess chips and debris from this operation shall be removed from right-of-way. This work shall be done in accordance with Section 201 of the Standard Specifications for tree removal.

**Basis of Payment:** Stump removal shall be paid for at the contract unit price per unit diameter for STUMP REMOVAL ONLY measured as specified herein across the top of the stump. All references to tree removal in the Standard Specifications shall include the item STUMP REMOVAL ONLY.

## SUPPLEMENTAL WATERING

This work will include watering sod and trees at the rates specified and as directed by the Engineer.

**Schedule:** Watering will only begin after the successful completion of all establishment requirements. Water sod and trees twice a week throughout the growing season (April 1 to November 30). 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.

**Source of Water:** 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.

Rate of Application: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

- 27 gallons per square yard for Sodded Areas
- 35 gallons per tree

**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 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. Water shall slowly infiltrate into the soil and completely soak the root zone. The contractor must supply metering equipment as needed to assure the specified application rate of water.

**Method of Measurement:** Supplemental watering will be measured in units of 1000 gallons of water applied as directed.

**Basis of Payment:** This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

# TREE GRATE ASSEMBLY, COMPLETE

**Description** This item consists of furnishing all labor, materials and equipment for installing tree frames and grates at the locations shown on the plans and in accordance with the detail shown in the plans. This work includes furnishing and installing the cast iron tree grates, grate frame, dark pea gravel mulch, concrete, reinforcement, pipes, formwork structure excavation, protection of all existing utilities encountered, 4" perforated PVC Pipes and clean up and restoration of any disturbed areas to the condition prior to the contractor's operation. The contractor shall be liable for any damages to property caused by his operations and in the event of damages; he shall at his own expense restore all disturbed or damaged areas to their original condition.

**Submittals:** Submit shop drawings showing dimensions and location of concrete structures and placement, size and length of reinforcement bars. Shop drawings must include provisions and details for the formwork required for casting of the concrete and the method of construction. Shop drawings of all items related to the manufacture and installation of the tree grate and frame must be submitted and approved by the Engineer before fabrication.

#### **Cast Iron Tree Frame and Grate**

**Mater**ial. The material must be gray iron castings conforming to A.S.T.M. A48 or A-48-75, class 35 or 35B, and Article 1006.14 of the Standard Specifications.

**Design.** Grate pattern must comply with ADA Guidelines for equal access. Tree grates will be 1.5" thick with accompanying frame. Grate will consist of two halves with 16" minimum diameter opening for trees. Grate halves must be able to be bolted together with tamperproof bolts, and the grate must also be bolted to the frame with tamperproof bolts.

**Product.** 4' x 6' Tree grate as manufactured by Neenah.

a) Type: R 8802-Ab) Size: 4' x 6'c) Finish: Gray Iron

**Fasteners.** Tree grate halves must be joined together with tamper resistant bolts and fastened to grate frame with tamper resistant bolt assembly packages as provided by the manufacturer.

**Inspection** Installation assumes responsibility for performance.

**Surface conditions.** Examine frame, concrete ledge, or ground surface to receive grate. The seat for the grates must be cleaned prior to setting the grates. Correct conditions to comply with manufacturer's recommended installation procedures.

**Join Grate Halves.** Bring tree grate halves together around tree at a level to allow easy access to underside. Join sections at preformed holes using temper-resistant bolt packages provided by manufacturer as suggested. Lower grate into place and bolt to frame with tamper-proof resistant

bolts. If grate manufacturer cannot accomplish this, then the grates and frame must be tapped, field drilled, and bolted on site. The cost for this work and equipment will be incidental to these items.

**Warranty.** Manufacturer's written warranty for the tree frame and grate must be handed over to the Engineer prior to installation of grates.

Material under Grate. Below and around the root ball, back fill with 80% topsoil and 20% mushroom compost shall be used. Above the rootball, mulch must be black dark pea gravel, 3" in depth, free of foreign materials and approved by the Engineer. The cost of furnishing and installing backfill and mulch will be incidental to this item. The Contractor must remove all litter and plant debris before backfilling and mulching. The Contractor must repair grade by raking and adding backfill material as needed, before mulching. Care must be taken not to bury leaves, stems, or vines under mulch material. All finished mulch areas must be left smooth and level to maintain a uniform surface and appearance. All tree grate areas or work areas must be clean of debris and mulch, prior to leaving the site.

**Method of Measurement:** This work will be measured for payment per each, complete in place.

**Basis of Payment:** This work will be paid for at the contract unit price per each for TREE GRATE ASSEMBLY, COMPLETE, which price will be payment in full for performing the work described herein including the cast iron tree frame and grate, concrete structures, reinforcement bars and required structure excavation.

## TREE PROTECTION, SPECIAL

**Description:** The Contractor must properly install tree and parkway protection. The purpose of this fence is to protect the trees and root systems from damage, either by vehicles or material storage. If you are unsure of how and where to install the fencing, call Community Development at 630-530-3030 and request an on-site meeting with an inspector. After installation, remember to schedule another inspection with the same department.

Trunk Diameter	<b>Tree Protection Zone Radius</b>
1" to 9"	5 Feet
10" to 14"	10 Feet
15" to 19"	12 Feet
Over 19"	15 Feet

**Installation Instructions:** Install tree protection by construction fence as directed. Utilize steel fence post material at 6'-0" On Center (O.C.). Provide a continuous wood horizontal top rail screwed to the metal posts. Neatly stretch and secure orange plastic snow fence material to the top rail and vertical members (a chain link fence is not permitted).

This protective fence shall remain intact throughout the entire duration of the construction project. It is the sole responsibility of the general contractor to maintain the fence during the

entire length of the project. Near the completion of the project and prior to removing the fence, call Community Development 630-530-3030 to request an inspection of the parkway and permission to remove the fence. Call for this inspection before final landscaping begins.

# CITY RIGHT-OF-WAY SHALL NOT BE USED FOR STORAGE OF ANY TYPE AT ANY TIME

Construction Site:

- Heavy Duty Metal Stakes @ 6'- 0" O.C. Max
- 4' 0" tall Fencing
- Continuous 2" x 4" Wood Top Rail
- 2" x 4" to be screwed to the heavy duty stakes
- Fencing to be sandwiched between 2"x 4" top rail and 1" x lumber secured with screws (plastic zip ties are not acceptable).

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

**Basis of Payment:** This work will be paid for at the contract unit price per each for TREE PROTECTION, SPECIAL, which price will be payment in full for performing the work described herein including all fence components.

## WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

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

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

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

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

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

**Basis of Payment:** This work will be paid for at the contract unit price per pound (kilogram) of WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE which price shall include all materials, equipment, and labor necessary to complete the work as specified.

# ADJUSTMENTS AND RECONSTRUCTIONS (D1)

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."

# AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D1)

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 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.

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."

# DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

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	Height of casting $\pm 1/4$ in. (6 mm)
edge	
Thickness at	1/4 in. (6 mm) max.
outside edge	
Width, measured	8 1/2 in. (215 mm) min
from inside opening	
to outside edge	

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."

# **ENGINEER'S FIELD OFFICE TYPE A (D1)**

Effective: January 1, 2022

Revise the first paragraph of Article 670.02 to read:

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

Add the following to Article 670.07 Basis of Payment.

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

# **FRICTION AGGREGATE (D1)**

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination <sup>5/</sup> :
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination <sup>5/</sup> :  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination <sup>5/6/</sup> :  Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>

Use	Mixture	Aggregates Allowed					
НМА	C Surface and Binder IL-9.5	Allowed Alone or in Combination <sup>5/</sup> :					
High ESAL Low ESAL	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						
High ESAL	IL-9.5 or IL-9.5FG	Allowed Alone or in Combination <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup>					
		Other Combination	ons Allowed:				
		Up to	With				
		25% Limestone	Dolomite				
		50% Limestone	Any Mixture D aggregate other than Dolomite				
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone				
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or Crushed Gravel Crystalline Crushed Crushed Sandston Crushed Slag (AC Crushed Steel Sla No Limestone.	e CBF)				
		Other Combination	ons Allowed:				
		Up to	With				

Use	Mixture	Aggregates Allowed				
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate			
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone			
		75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag			
HMA	F Surface IL-9.5	Allowed Alone or in Combination <sup>5/6/</sup> :				
High ESAL	SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.				
		Other Combination	ons Allowed:			
		Up to	With			
		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."

# **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 <sup>1/</sup>
	Stabilized Subbase IL-19.0	
HDAA H' I EGAL	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4</sup> , CA 14, or CA 16
HMA High ESAL	SMA 9.5 <sup>2/</sup>	CA $13^{3/4}$ or CA $16^{3/4}$
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16
IDAA I EGAI	IL-19.0L	CA 11 1/
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
-	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		.0 mm		A 12.5	SMA			.5mm	IL-9		IL-4.7	75 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	75 <sup>6/</sup>	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>S</b>	3.0	≤ 3	6.0						
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

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

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

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

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

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 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	Moving	Individual	Moving	Individual	Moving
	Test	Avg. of 4	Test	Avg. of 4	Test	Avg. of 4
% Passing: 1/						
1/2 in. (12.5 mm)	±6%	$\pm$ 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:

	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 <sub>D</sub> , P, T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	$V_S$ , $T_B$ , $T_F$ , $O_T$	As specified in Section 1030
IL-4.75 and SMA	$T_{B,}$ 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 G<sub>mb</sub>."

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."

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

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

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

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

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

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

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be  $7.5 \pm 0.5$  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."

## **MAINTENANCE OF ROADWAYS (D1)**

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

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

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

## **PUBLIC CONVENIENCE AND SAFETY (D1)**

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

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

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

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

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

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

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

# **STATUS OF UTILITIES (D1)**

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.

# **PreStage**

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Sta. 47+58.9, 41.8' LT to Sta. 53+36.5, 23.0' LT	2x6" HDPE Conduits	Contractor to open cut or directional bore for installation of the conduits between the handholes to be adjusted	Com Ed	22
Sta. 47+58.9, 42.1' LT To Sta. 59+51.3, 36.9' LT	2.5 in 3HDPE conduit lines	Contractor to open cut or directional bore for installation of the conduits between the handholes to be adjusted	Lumen	24

PreStage: \_\_46\_\_\_ Days Total Installation

# Stage 1

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Sta. 47+58.9, 42.1' LT	Handhole	Existing handhole is in conflict with the grade elevation of the proposed sidewalk. The frame and lid of the handhole will need to be adjusted to the finished grade.	Lumen	2

Sta. 47+58.9, 41.8' LT	Handhole	Existing handhole is in conflict with the grade elevation of the proposed sidewalk. The frame and lid of the handhole will need to be adjusted to the finished grade.	Com Ed	2
Sta. 48+02.5, 40.8' LT	Handhole	Existing handhole is in conflict with the grade elevation of the proposed sidewalk. The frame and lid of the handhole will need to be adjusted to the finished grade.	Com Ed	2
Sta. 53+32.2, 23.1' LT	Handhole	Existing handhole is in conflict with the grade elevation of the proposed sidewalk. The frame and lid of the handhole will need to be adjusted to the finished grade.	Com Ed	2
Sta. 53+36.5, 23.0' LT	Handhole	Existing handhole is in conflict with the grade elevation of the proposed sidewalk. The frame and lid of the handhole will need to be adjusted to the finished grade.	Com Ed	2
Sta. 55+75.2, 19.3' LT	Handhole	Existing handhole is in conflict with the grade elevation of the proposed sidewalk. The frame and lid of the handhole will need to be adjusted to the finished grade.	Lumen	2
Sta. 59+51.3, 36.9' LT	Handhole	Existing handhole is in conflict with the grade elevation of the proposed sidewalk. The frame and lid of the handhole will need to be adjusted to the finished grade.	Lumen	2

**Stage 1: \_\_14\_\_\_ Days Total Installation** 

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
ATT Distribution	Janet Ahern	630.573.6414	Ja1763@att.com

ATT Distribution	Tom Laskowski	630.779.4722	g05256@att.com
Comcast	Reena Thomas		Reena Thomas@comcast.com
Com Ed	Lisa Argast	708.277.8511	PlanSubmittalsandMapRequest@exeloncorp.com
Com Ed	Tim Tamason		Timothy.tamason@ComEd.com
Com Ed	Hugo Silva		Hugo.silva@ComEd.com
DuPage Water	Ken Niles	630.834.0100	niles@dpwc.org
Commission			
Lumen	Ben Pacocha	224.242.4823	ben.pacocha@lumen.com
formerly Level 3			•
communications			
Nicor Gas	Charles "Chip"	224.230.5498	cparrot@southernco.com
	Parrot		*
Nicor Gas	Frank Tanzillo	224.239.8587	
Verizon formerly MCI	Joe Chaney	312.617.2131	Joe.chaney@verizon.com
Zayo	John Ferraresi	847.417.9609	John.ferraresi@zayo.com

## <u>UTILITIES TO BE WATCHED AND PROTECTED</u>

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.

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	OWNER
Sta. 47+14 to Sta. 54+45, LT	Underground Cable	Contractor to watch and protect	Com Ed
Sta. 60+00 LT and RT	Underground Cable	Contractor to Watch and Protect	
Sta. 47+21 LT and RT	Underground Watermain	Contractor to Watch and Protect	DuPage Water Commission
Sta. 46+56 to Sta. 61+30 LT	Underground Gas	Contractor to Watch and Protect	Nicor Gas
Sta. 46+56 to Sta. 61+30, LT	Underground Fiberoptic	Contractor to Watch and Protect	Lumen
Sta. 43+61 (SE Corner of York and Lake)	Underground Fiberoptic	Contractor to Watch and Protect	Zayo
Sta. 44+35.3 (SW Corner of York and Lake)	Underground Fiberoptic	Contractor to Watch and Protect	Zayo

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

Agency/Company	Name of	Phone	E-mail address
Responsible to	contact		
<b>Resolve Conflict</b>			
ATT Distribution	Janet Ahern	630.573.6414	<u>Ja1763@att.com</u>
ATT Distribution	Tom	630.779.4722	g05256@att.com
	Laskowski		
Comcast	Reena Thomas		Reena Thomas@comcast.com
Com Ed	Lisa Argast	708.277.8511	PlanSubmittalsandMapRequest@exeloncorp.com
Com Ed	Tim Tamason		Timothy.tamason@ComEd.com
Com Ed	Hugo Silva		Hugo.silva@ComEd.com
DuPage Water	Ken Niles	630.834.0100	niles@dpwc.org
Commission			
Lumen	Ben Pacocha	224.242.4823	ben.pacocha@lumen.com
formerly Level 3			
communications			
Nicor Gas	Charles "Chip"	224.230.5498	cparrot@southernco.com
	Parrot		-
Nicor Gas	Frank Tanzillo	224.239.8587	
Verizon formerly MCI	Joe Chaney	312.617.2131	Joe.chaney@verizon.com
Zayo	John Ferraresi	847.417.9609	John.ferraresi@zayo.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.

## **TEMPORARY INFORMATION SIGNING (D1)**

Effective: November 13, 1996 Revised: January 29, 2020

## Description.

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

#### Materials.

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

	<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.

# Basis of Payment.

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

## TRAFFIC CONTROL PLAN (D1)

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:

701101-05	OFF-RD OPERATIONS, MULTILANE, (15' (4.5m) TO 24" (600mm) FROM
	PAVEMENT EDGE
701106-02	OFF-RD OPERATIONS, MULTILANE, MORE THAN 15' AWAY
701301-04	LANE CLOSURE 2L, 2W, SHORT TIME OPERATIONS
701311-03	LANE CLOSURE 2L, 2W MOVING OPERATIONS - DAY ONLY
701427-05	LANE CLOSURE, MULITLANE, INTERMITTENT OR MOVEING OPER.,
	FOR SPEEDS <= 40 MPH
701601-09	URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH
	NONTRAVERSABLE MEDIAN
701701-10	URBAN LANE CLOSURE, MULTILANE INTERSECTION
701801-06	SIDEWALK CORNER OR CROSSWALK CLOSURE
701901-10	TRAFFIC CONTROL DEVICES
<b>DETAILS</b> :	

TC-10	TRAFFIC	CONTROL	AND	PROTECTION	FOR	SIDE	ROADS,
	INTERSEC	TIONS, AND	DRIVEW	/AYS			
TC-13	TYPICAL F	PAVEMENT M	<b>IARKIN</b>	GS			
TC-14	TRAFFIC (	CONTROL AN	ND PRO	TECTION AT TU	JRN BA	YS (TO	REMAIN
	OPEN TO T	RAFFIC)					
TC-16	SHORT TE	RM PAVEME	NT MAR	KING LETTERS	AND SY	YMBOLS	•
TC-22	ARTERIAL	ROAD INFO	RMATIC	N SIGN			

## SPECIAL PROVISIONS:

Maintenance of Roadways (D1) Public Convenience and Safety Temporary Information Signing (D1) Short Term and Temporary Pavement Markings (BDE)

Vehicle and Equipment Warning Lights (BDE) Work Zone Traffic Control Devices (BDE) Opening of Section of Highway to Traffic

## TRAFFIC SIGNAL GENERAL REQUIREMENTS

Effective: May 22, 2002 Revised: March 1, 2024

800.01TS

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

All material furnished shall be new unless otherwise noted herein. Traffic signal construction and maintenance work shall be performed by personnel holding current International Municipal Signal Association (IMSA)/Illinois Public Service Institute (IPSI) Traffic Signal Technician Level II certification. A copy of the certification shall be immediately available upon request of the Engineer. The work to be done under the Contract consists of furnishing, installing, and maintaining all traffic signal work and items as specified in the plans and as specified herein in a manner acceptable and approved by the Engineer.

#### Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

- **101.56 Manufacturer.** Company that sells a particular type of product directly to the Contractor or the Vendor.
- **101.57 Vendor.** Company that supplies, represents, and provides technical support for IDOT District One approved traffic signal controllers and other related equipment. The Vendor shall be located within IDOT District One and shall:
  - (1) Be full service with on-site facilities to assemble, test and troubleshoot traffic signal controllers and cabinet assemblies.
  - (2) Maintain an inventory of IDOT District One approved controllers and cabinets.
  - (3) Be staffed with permanent sales and technical personnel able to provide traffic signal controller and cabinet expertise and support.
  - (4) Have technical staff that hold current IMSA/IPSI Traffic Signal Technician Level III certification and shall attend traffic signal turn-ons as well as cabinet and/or controller modifications.

## Submittals.

Revise Article 801.05 of the Standard Specifications to read:

"All material approval requests shall be submitted electronically following District guidelines unless directed otherwise by the Engineer. Submittal requirements shall include, but not limited to the following:

- (1) All material approval requests shall be made prior to or no later than the date of the preconstruction meeting. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
- (2) Product data and shop drawings shall be assembled by pay item. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.
- (3) Original manufacturer published product data and shop drawing sheets with legible dimensions and details shall be submitted for review.
- (4) When hard copy submittals are necessary, four (4) complete copies of the manufacturer's descriptive literatures and technical data for the traffic signal materials shall be submitted. For hard copy or electronic submittals, the descriptive literature and technical data shall be adequate for determining whether the materials meet the requirements of the plans and specifications. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
- (5) When hard copy submittals are necessary for structural elements, four (4) complete copies of the shop drawings for the mast arm assemblies and poles, and the combination mast arm assemblies and poles showing, in detail, the fabrication thereof and the certified mill analyses of the materials used in the fabrication, anchor rods, and reinforcing materials shall be submitted.
- (6) Partial or incomplete submittals will be returned without review.
- (7) Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard length mast arm pole assemblies and monotube structures.
- (8) The Contract number or Permit number, project location/limits, and corresponding pay code number must be on each sheet of correspondence, material approval, and mast arm poles and assemblies drawings.
- (9) Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections and/or tests of material shall be complete with all test data, dates, and times.
- (10) After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Incomplete'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other

documents by the Department's approval thereof. The Contractor must still be in full compliance with Contract and specification requirements.

- (11) The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
- (12) All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify Contract compliance at no additional cost to the Contract.
- (13) Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- (14) The Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of Contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.
- (15) Revised cabinet wiring diagrams shall be submitted whenever any wiring modifications are made to the traffic signal cabinet."

#### Marking Proposed Locations.

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

Add the following to Article 801.09 of the Standard Specifications:

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

### Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

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

Maintenance and Responsibility of Traffic Signal and Flashing Beacon Installations. Replace Article 801.11(b) of the Standard Specifications to read:

(b) Traffic Signals and Flashing Beacons. The Contractor shall be responsible for maintaining the traffic signal/flashing beacon installation in proper operating condition.

#### (1) General.

- a. The Contractor must notify the Area Traffic Signal Maintenance and Operations Engineer of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. The Department will attempt to fulfill the Contractor's inspection date request(s); however, workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested inspection date(s) cannot be scheduled by the Department.
- b. Full maintenance responsibility shall start upon the successful completion of a maintenance transfer inspection, or as directed by the Engineer. If the Contractor begins any physical work on the Contract or any portion thereof prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at the time of transfer at no cost to the owner of the traffic signal equipment. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection, otherwise the traffic signal installation will not be accepted.
- c. All traffic signals within the limits of the Contract or those which have the item "MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION," "TEMPORARY TRAFFIC SIGNAL INSTALLATION", "TEMPORARY BRIDGE TRAFFIC SIGNAL INSTALLATION", "TEMPORARY PORTABLE BRIDGE TRAFFIC SIGNAL INSTALLATION", and/or "MAINTENANCE OF EXISTING FLASHING BEACON INSTALLATION" shall become the full responsibility of the Contractor. Maintenance responsibility shall end upon issuance of final acceptance by the Engineer.
- d. The Contractor shall have electricians with IMSA/IPSI Traffic Signal Technician Level II certification on staff to provide signal maintenance. A copy of the certification shall be immediately available upon request by the Engineer.
- e. This item shall include maintenance of all traffic signal equipment and other connected and related equipment such as flashing beacons, emergency vehicle preemption (EVP) equipment, master controllers, network switches, uninterruptable power supply (UPS) and batteries, pan-tilt-zoom (PTZ) cameras, vehicle detection, handholes, lighted signs, telephone service installations, cellular modems, radios, communication cables, and other traffic signal equipment. All conduit and related equipment to adjacent intersections shall be maintained to the far back handhole, or as directed by the Engineer. If adjacent intersections are part

of Contract work, then maintenance of all conduit and related equipment shall be included in this item.

- f. Regional transit, County, and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as network switches and transit signal priority (TSP, SCP, and BRT) servers, radios, and other devices, where maintenance shall be coordinated with the owner.
- g. Maintenance shall not include automatic traffic enforcement equipment such as red light enforcement cameras, detectors, or peripheral equipment. This equipment is operated and maintained by others and shall be deactivated while on Contractor maintenance.
- h. The energy charges for the operation of the traffic signal installation shall be paid for by the Contractor.

#### (2) Maintenance.

- a. The Contractor shall inspect all traffic signal equipment and appurtenances every two (2) weeks to ensure they are functioning properly. Signal heads shall be properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts, and controller pedestals shall be tight on their foundations and in alignment. Deficient equipment shall be repaired or replaced as necessary. The Contractor shall check signal system communications and phone lines to assure proper operation. This item includes, as routine maintenance, all portions of EVP equipment. The Contractor shall always maintain enough materials and equipment in stock to provide effective temporary and permanent repairs. The Contractor shall supply a detailed maintenance log monthly that includes dates, locations, names of electricians performing the required checks and inspections, and any other information requested by the Engineer. The Contractor shall attend any additional inspections as requested by the Engineer. The Contractor shall check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.
- b. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation which exceeds fifteen (15) minutes must have prior approval from the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 9:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- c. The Contractor shall provide immediate corrective action when any part(s) of the signal fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the

Contractor shall place the traffic signal installation in flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall install cones on all lane lines at the stop bar on each approach, R1-1 (36 in. minimum) "STOP" signs at the stop bar on each approach on the right side and on raised medians (where applicable), and black on fluorescent orange "SIGNALS OUT AHEAD" warning signs followed by fluorescent orange W3-1 symbolic stop ahead warning signs on all approaches to the intersection.

- d. Temporary replacement of a damaged or knocked down mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals is not permitted.
- e. The Contractor shall provide the Engineer with two (2) 24-hour telephone numbers for the maintenance of the traffic signal installation and for emergency calls by the Engineer.
- f. Traffic signal equipment which is lost, damaged, or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.
- The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. The Contractor shall respond to all emergency calls from the Department or others within one (1) hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new equipment meeting current District One traffic signal specifications. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional cost to the Contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition, or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the Department's Electrical Maintenance Contractor perform the maintenance work. The Contractor shall be responsible for all of the Department's Electrical Maintenance Contractor's costs and liquidated damages of \$1,000 per day per occurrence. The Department's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to inspect the traffic signal installation that has been transferred to the Contractor for maintenance. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection, otherwise the traffic signal

installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed. The Department may inspect any signalizing device on the Department's highway system at any time without notification. The Contractor shall not install padlocks on traffic signal cabinets or otherwise restrict the Department's access to the cabinet or controller.

- h. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- i. The Contractor shall be responsible to clear snow, ice, dirt, debris, vegetation, temporary fence, or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- j. The Contractor shall maintain the traffic signal in normal operation during any loss of utility or battery backup power. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power shall not be paid for separately but shall be included in the Contract.
- (3) Basis of Payment. This work will be paid for at the Contract unit price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, TEMPORARY TRAFFIC SIGNAL INSTALLATION, TEMPORARY BRIDGE TRAFFIC SIGNAL INSTALLATION, or TEMPORARY PORTABLE BRIDGE TRAFFIC SIGNAL INSTALLATION. Each location will be paid for separately. Maintenance of a flashing beacon shall be paid for at the Contract unit price for MAINTENANCE OF EXISTING FLASHING BEACON INSTALLATION. Each flashing beacon will be paid for separately.

#### Damage to Traffic Signal System.

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

"Any traffic signal control equipment that is damaged and non-repairable or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection. Repair or replace any equipment damaged within the time shown in the table below:

ITEM	RESPONSE TIME	SERVICE RESTORATION	PERMANENT REPAIR (calendar days)
Cabinet	1 hour	24 hours	21 days
Controllers and Peripheral Equipment	1 hour	4 hours	21 days
System Detector Loop	1 hour	N/A	7 days
All Other Detectors	1 hour	N/A	21 days
Signal Head and Lenses	1 hour	4 hours	7 days
Aviation Red Beacon	1 hour	4 hours	7 days
Mast Arm Assembly and Pole	1 hour	4 hours	7 days
Traffic Signal Post	1 hour	4 hours	7 days
Cable and Conduit	1 hour	4 hours	7 days
Interconnect and Telemetry	1 hour	4 hours	7 days
Graffiti Removal	N/A	N/A	7 days
Misalignment of Signal Heads	1 hour	4 hours	4 hours
Closed Loop Monitoring System	1 hour	24 hours	14 days
Post and Poles Plumb Vertically	N/A	N/A	21 days
Controller, Post & Pole Foundations	N/A	N/A	21 days
Complaints, Calls, Controller or System Alarms, Timing, Phasing, Programming	1 hour	4 hours	N/A
Patrol Truck Deficiencies	N/A	24 hours	24 hours
Signal Heads Visibility	1 day	2 days	14 days

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

Replacement of any equipment for any reason shall be reported to the Area Traffic Signal Maintenance and Operations Engineer in writing within 24 hours. Permanent and temporary replacement of the controller and/or cabinet shall require inspection and testing by the Vendor.

Automatic Traffic Enforcement equipment, such as red light enforcement cameras, detectors, and peripheral equipment, that is damaged or not operating properly from any cause, shall be the responsibility of the municipality or the automatic traffic enforcement company per Permit agreement."

# Traffic Signal Inspection (TURN-ON).

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

"Turn-on. It is the intent to have all electric work completed and equipment field tested by the Contractor and/or Vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled, and the Contractor

will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected.

When the Contractor requests a turn-on and inspection of the completed traffic signal installation(s), the request must be made to the Area Traffic Signal Maintenance and Operations Engineer a minimum of seven (7) working days prior to the time of the requested inspection. The Department will attempt to fulfill the Contractor's turn-on and inspection date request(s); however, workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested turn-on and inspection date(s) cannot be scheduled by the Department. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when emergency vehicle preemption (EVP) is included in the project. When the Contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, and/or TEMPORARY TRAFFIC SIGNAL TIMING, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

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

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

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The signals shall continue to be maintained by the Contractor until final acceptance.

The Department requires the following Final Project Documentation from the Contractor at traffic signal turn-ons in electronic format in addition to hard copies where noted. An electronic media device shall be submitted with separate folders corresponding to each numbered title below. The electronic media device shall be labeled with date, project location, company, and Contract or Permit number. Electronic record drawings and material approvals shall be submitted prior to traffic signal turn-on for review by the Department as described in the Record Drawings section herein.

#### Final Project Documentation:

(1) Record Drawings. Electronically produced signal plans of record with field revisions marked in red. Two (2) hard copies of 11 in. x 17 in. record drawings shall also be provided.

- (2) Field Testing. Written notification from the Contractor and the Vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13).
- (3) Material Approvals. Material approval documentation.
- (4) Manuals. Operation and service manuals of the signal controller and associated control equipment.
- (5) Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies of 11 in. x 17 in. cabinet wiring diagrams shall be provided along with electronic PDF and DGN files of the cabinet wiring diagram. Five (5) hard copies of the cable logs and electronic Excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.
- (6) Warrantees and Guarantees. All manufacturer and Contractor warrantees and guarantees required by Article 801.14.
- (7) GPS Coordinates. GPS coordinates of traffic signal equipment as described in the Record Drawings section herein.

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

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

All punch list work shall be completed within two (2) weeks after the turn-on. The Contractor shall notify the Area Traffic Signal Maintenance and Operations Engineer to schedule an inspection of all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

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

### Record Drawings.

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the second and third paragraphs of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven (7) days before the request for a final inspection, electronic 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. If the Contract consists of multiple intersections, each intersection shall be saved as an individual PDF file with TS# and location name in its file name.

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

The Contractor shall provide two (2) 11 in. x 17 in. hard copies of electronically produced final record drawings to be kept inside each traffic signal cabinet within project limits."

Add the following to Article 801.16 of the Standard Specifications:

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

- All Mast Arm Poles and Posts
- Traffic Signal Wood Poles
- Railroad Bungalow
- UPS
- Handholes
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV/PTZ Camera installations

Datum to be used shall be North American 1983.

Data shall be provided in electronic format and shall be in .csv format. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- File shall be named: TSXXX\_YY-MM-DD.csv (i.e. TS22157\_24-01-01.csv)
- Each intersection shall have its own file
- Row 1 should have the location name (i.e. IL 31 @ Klausen)
- Row 2 is blank
- Row 3 is the headers for the columns
- Row 4 starts the data
- Column A (Date) should be in the following format: MM/DD/YYYY
- Column B (Item) as shown in the table below
- Column C (Description) as shown in the table below
- Column D and E (GPS Data) should be in decimal form

#### Examples:

Date	Item	Description	Latitude	Longitude
01/01/2024	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	-87.793378
01/01/2024	HH (Handhole)	Heavy Duty, Fiber, Intersection, Double	41.558532	-87.792571
01/01/2024	ES (Electrical Service)	Ground mount, Pole mount	41.765532	-87.543571
01/01/2024	CC (Controller Cabinet)		41.602248	-87.794053
01/01/2024	PTZ (PTZ)	NEQ extension pole	41.593434	-87.769876
01/01/2024	POST (Post)		41.651848	-87.762053
01/01/2024	MCC (Master Controller Cabinet)		41.584593	-87.793378
01/01/2024	COMC (Communication Cabinet)		41.584600	-87.793432
01/01/2024	BBS (Battery Backup System)		41.558532	-87.792571

Data collection can be made as construction progresses or can be collected after all items are installed. If the data is unacceptable, the Contractor shall make corrections to the data collection equipment and/or process and resubmit the data for review and approval as specified.

Data shall have a minimum 1 ft accuracy after post processing."

#### Restoration of Work Area.

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

"801.17 Restoration of Work Area. Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, underground raceways, detector loop installation or replacement, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer.

Exposed holes created from removal or relocation of traffic signal equipment shall be sealed using a zinc-plated fender washer with toggle bolt.

Restoration of the work area shall be included in the Contract without any extra compensation allowed to the Contractor.

## Removal, Disposal, and Salvage of Existing Traffic Signal Equipment.

The removal, disposal, and/or salvage of existing traffic signal equipment shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way, unless otherwise noted. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in the Contract."

## Bagging Signal Heads.

Light tan colored traffic and pedestrian signal reusable covers shall be used to cover dark/unenergized signal sections, visors, and retroreflective backplates. Covers shall be made of outdoor fabric with urethane coating for repelling water, have elastic fully sewn around the cover ends for a tight fit over the visor, and have a minimum of two (2) straps with buckles to secure the cover to the backplate. A center mesh strip allows viewing without removal for signal status testing purposes. Covers shall include a message indicating the signal is not in service. Pedestrian pushbuttons that are not in service shall be covered with a durable material such as described above or burlap that is secured in a weather-resistant manner. The entire housing, including the pedestrian sign, shall also be covered on the front side.

#### Turn-on of New Traffic Signal Installations.

The following only applies to new traffic signals at previously unsignalized locations.

The signal responsibility shall begin at the start of signal construction and shall end upon issuance of final acceptance by the Engineer. New traffic signal heads and indications may not be installed more than two (2) weeks (14 calendar days) prior to the scheduled turn-on of the traffic signal to avoid motorist confusion caused by the presence of new signal heads, even if properly covered. Unenergized signal indications shall be bagged until one (1) hour prior to the scheduled turn-on per the Bagging Signal Heads section above.

New stop bars and crosswalks on approaches that did not previously have stop control shall NOT be installed until the day of the traffic signal turn-on.

A Portable Changeable Message Sign (PCMS) must be placed two (2) weeks prior to the scheduled new traffic signal turn-on for all approaches to the intersection with the following messages:

NEW
TRAFFIC
SIGNAL

STARTIN G MMM ##

where "MMM" and "##" are the 3-character month abbreviation and day of the scheduled turnon, respectively.

On the day of the turn-on, change messages to read:

NEW	BE
SIGNAL	PREPARE
	D
AHEAD	TO STOP

The PCMS must remain in place for two (2) weeks following the day of the turn-on.

Conflicting Stop signs shall be removed immediately at the time of the traffic signal turn-on.

## Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

"IDOT traffic signal facilities are not part of any of the one-call locating service such as J.U.L.I.E or Digger. If the Contract requires the maintenance services of an Electrical Contractor, the Contractor shall be responsible at their own expense for locating all existing IDOT electrical facilities, including but not limited to interconnect conduit and handholes, prior to performing any work. A maintenance transfer is required prior to any locating work. If this Contract does not require the maintenance services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests will be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

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

The Contractor shall take whatever precautions to protect the electric cable or electric conductors in conduit from damage during location and construction operations. If the wiring is damaged, the Contractor shall replace the entire length of cable or conductors in conduit, in a manner satisfactory to the Engineer. Splicing below grade will not be permitted.

In the event the repairs are not made by the Contractor, the Contractor shall reimburse the Department for such repairs within sixty (60) days of receiving written notification of

said damage. Otherwise, the cost of such repairs will be deducted from monies due or which will become due the Contractor under the terms of the Contract."

### Grounding of Traffic Signal Systems

Revise Section 806 of the Standard Specifications to read:

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

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

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

- (a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.
- (b) The equipment grounding conductor shall be green color coded. The following is in addition to Article 801.04 of the Standard Specifications:
  - (1) Equipment grounding conductors shall be bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
  - (2) Equipment grounding conductors shall be bonded, using a UL Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers, conduits, and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. Bonding shall be made with a splice and pigtail connection, using a sized compression type copper sleeve, sealant tape, and heat-shrinkable cap. A UL listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points. Conduit grounding bushings shall be installed at all conduit terminations, including spare or empty conduits and conduit protruding from handhole walls.
  - (3) All metallic and non-metallic raceways, including spare or empty raceways, shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 V and/or fiber optic cable will not be required to include an equipment grounding conductor.

- (4) Individual conductor splices in handholes shall be soldered and sealed with heat shrink. When necessary to maintain effective equipment grounding, a full cable heat shrink shall be provided over individual conductor heat shrinks.
- (c) The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, UL listed pressure connectors, and UL listed clamps."

## RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM

Effective: May 22, 2002 Revised: November 1, 2023

800.03TS

### Description.

This work shall consist of re-optimizing a traffic signal system according to the following Levels of work.

LEVEL I applies when improvements are made to an existing signalized intersection within an existing traffic signal system. The purpose of this work is to integrate the improvements to the subject intersection into the signal system while minimizing the impacts to the existing system operation. This type of work would be commonly associated with the addition of signal phases, pedestrian phases, or improvements that do not affect the capacity at an intersection.

LEVEL II applies when improvements are made to an existing signalized intersection within an existing traffic signal system and detailed analysis of the intersection operation is desired by the engineer, or when a new signalized or existing signalized intersection is being added to an existing system, but optimization of the entire system is not required. The purpose of this work is to optimize the subject intersection, while integrating it into the existing signal system with limited impact to the system operations. This item also includes an evaluation of the overall system operation, including the Traffic Responsive Program (TRP).

For the purposes of re-optimization work, an intersection shall include all traffic movements operated by the subject controller and cabinet.

After the signal improvements are completed, the signal shall be re-optimized as specified by an approved Consultant who has previous experience in optimizing traffic signal systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4734 for a listing of approved Consultants. Traffic signal system optimization work, including fine-tuning adjustments of the optimized system, shall follow the requirements stated in the most recent IDOT District 1 SCAT Guidelines, except as note herein.

A listing of existing signal equipment, interconnect information, phasing data, timing patterns, and SCAT Report may be obtained from the Department, if available and as appropriate. The Consultant shall confer with the Area Traffic Signal Maintenance and Operations Engineer prior

to optimizing the system to determine if any extraordinary conditions exist that would affect traffic flows in the vicinity of the system, in which case, the Consultant may be instructed to wait until the conditions return to normal or to follow specific instructions regarding the optimization.

## (a) LEVEL I Re-Optimization

- 1. The following tasks are associated with LEVEL I Re-Optimization.
  - a. Appropriate signal timings shall be developed for the subject intersection and existing timings shall be utilized for the rest of the intersections in the system.
  - b. Proposed signal timing plan for the modified intersection(s) shall be forwarded to IDOT for review prior to implementation.
  - c. Consultant shall conduct on-site implementation of the timings at the turn-on and make fine-tuning adjustments to the timings of the subject intersection in the field to alleviate observed adverse operating conditions and to enhance operations. The consultant shall respond to IDOT comments and public complaints for a minimum period of six (6) months from date of timing plan implementation.
- 2. The following deliverable shall be provided for LEVEL I Re-Optimization.
  - a. Consultant shall furnish to IDOT a cover letter describing the extent of the reoptimization work performed.

#### (b) LEVEL II Re-Optimization

- 1. In addition to the requirements described in the LEVEL I Re-Optimization above, the following tasks are associated with LEVEL II Re-Optimization.
  - a. Traffic counts shall be taken at the subject intersection(s) after the traffic signals are approved for operation by the Area Traffic Signal Maintenance and Operations Engineer. Manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 6:30 p.m. on a typical weekday from midday Monday to midday Friday and on a Saturday and/or Sunday, as directed by the Engineer, to account for special traffic generators such as shopping centers, educational institutes and special event facilities. The turning movement counts shall identify cars, and single-unit, multi-unit heavy vehicles, and transit buses.
  - b. The intersections shall be re-addressed and all system detectors reassigned as necessary according to the current standard practice of District One. System detector quantities and locations shall be assessed for optimal performance. The Department shall be notified of any proposed changes.

- c. TRP operation shall be evaluated to verify proper pattern selection and lack of oscillation and a report of the operation shall be provided to IDOT.
- 2. The following deliverables shall be provided for LEVEL II Re-Optimization.
  - a. Consultant shall provide to IDOT one (1) USB flash drive for the optimized system containing the following:
    - (1) Electronic copy of the technical memorandum in PDF format
    - (2) Revised Synchro (or other appropriate, approved optimization software) files including the new signal and the rest of the signals in the system
    - (3) Traffic counts conducted at the subject intersection(s)

The flash drive shall be labeled with the IDOT system number and master location (if applicable), as well as the submittal date and the consultant logo.

- b. The technical memorandum shall include the following elements:
  - (1) Brief description of the project
  - (2) Analysis output from Synchro (or other appropriate, approved optimization software file)
  - (3) Traffic counts conducted at the subject intersection(s)

### Basis of Payment.

This work shall be paid for at the contract unit price each for RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM – LEVEL I or RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM – LEVEL II, which price shall be payment in full for performing all work described herein per intersection. Following completion of the timings and submittal of the specified deliverables, 100 percent of the bid price will be paid. Each intersection will be paid for separately.

#### COILABLE NON-METALLIC CONDUIT

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

810.01TS

#### Description.

This work shall consist of furnishing and installing empty coilable non-metallic conduit (CNC).

#### General.

The CNC installation shall be in accordance with Sections 810 and 811 of the Standard Specifications except for the following:

Add the following to Article 810.03 of the Standard Specifications:

CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes.

Add the following to Article 811.03 of the Standard Specifications:

On temporary traffic signal installations with detector loops, CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways from the saw-cut to 10 feet (3m) up the wood pole, unless otherwise shown on the plans

#### Basis of Payment.

All installations of CNC for loop detection shall be included in the contract and not paid for separately.

### **UNDERGROUND RACEWAYS**

Effective: May 22, 2002 Revised: March 1, 2024

810.02TS

Revise Article 810.04 of the Standard Specifications to read:

"Installation. All underground conduits shall have a minimum depth of 30 in. (700 mm) below the finished grade and shall be installed to avoid existing and proposed utilities within the project limits."

Add the following to Article 810.04 of the Standard Specifications:

"All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans."

All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 1 ft (300 mm) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 1/8 in. (3 mm) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

### **HANDHOLES**

Effective: January 01, 2002 Revised: November 1, 2023

814.01TS

# Description.

Add the following to Section 814 of the Standard Specifications:

All conduits shall enter the handhole at a depth of 30 in. (762 mm) except for the conduits for detector loops when the handhole is less than 5 ft (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 epoxy coated and must meet the specifications set forth in 1006.10. Hooks shall be a minimum of 5/8 in. (16 mm) diameter with 90-degree bend and extend into the handhole at least 6 in. (152 mm). Hooks shall be placed a minimum of 12 in. (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. Only handholes serving IDOT traffic signal equipment shall have this label. Handhole covers for Red Light Running Cameras shall be labeled "RLRC".

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."

Revise Article 814.03(c) of the Standard Specifications to read:

"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 in. (13 mm) thickness shall be placed between the handhole and the sidewalk."

Add the following to Section 814 of the Standard Specifications:

#### Cast-In-Place Handholes.

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

For grounding purposes, the handhole frame shall have provisions for a 7/16 in. (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 1 ft (305mm).

#### Precast Round Handholes.

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

For grounding purposes, the handhole frame shall have provisions for a 7/16 in. (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 in. (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 in. (152 mm).

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

#### **ELECTRIC CABLE**

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

873.01TS

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

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

Service cable may be single or multiple conductor cable.

### PEDESTRIAN SIGNAL POST

Effective: January 1, 2020

875.02TS

## Description.

This work shall consist of furnishing and installing a metal pedestrian signal post. All installations shall meet the requirements of the "District One Standard Traffic Signal Design Details".

#### Materials.

- a. General. The pedestrian signal post shall be designed to support the traffic signal loading shown on the plans. The design and fabrication shall be according to the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO.
- b. Post. The post shall be made of steel or aluminum and have an outside diameter of 4 1/2 in. The post shall be threaded for assembly to the base. Aluminum posts shall be according to the specifications for Schedule 80 aluminum pipe. Steel posts shall be according to the specifications for Schedule 40 steel pipe.
- c. Base. The base of a steel post shall be cast iron. The base of an aluminum post shall be aluminum. The base shall be threaded for the attachment to the threaded post. The base shall be approximately 10 in. high and 6 3/4 in. square at the bottom. The bottom of the base shall be designed to accept four 5/8 in. diameter anchor rods evenly spaced in a 6 in. diameter circle. The base shall be true to pattern, with sharp clean cutting ornamentation, and equipped with access doors for cable handling. The door shall be fastened to the base with stainless steel screws. A grounding lug shall be provided inside the base.
- d. Anchor Rods. The anchor rods shall be 5/8 in. in diameter and 16 in. long and shall be according to Article 1006.09. The anchor rods shall be threaded approximately 6 in. at one end and have a bend at the other end. The first 12 in. at the threaded end shall be galvanized. One each galvanized nut and trapezoidal washer shall be furnished with each anchor rod. The washer shall be properly sized to fully engage and sit flush on all sides of the slot of the base plate.
  - The aluminum post and base shall be drilled at the third points around the diameter and 1/4 in. by 2 in. stainless steel bolts shall be inserted to prevent the post from turning and wobbling.
- e. Finish. The steel post, steel post cap and the cast iron base shall be hot-dipped galvanized according to AASHTO M 111. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions. If the post and the base are threaded after the galvanization, the bare exposed metal shall be

immediately cleaned to remove all cutting solvents and oils, and then spray painted with two coats of an approved galvanized paint.

The aluminum post shall have a natural finish, 100 grit or finer.

### Installation.

The pedestrian signal post shall be erected plumb, securely bolted to a concrete foundation, and grounded to a ground rod according to the details shown on the plans. No more than 3/4 in. of the post threads shall protrude above the base.

A post cap shall be furnished and installed on the top of the post. The post cap shall match the material of the post. The Contractor shall apply an anti-seize paste compound on all nuts and bolts prior to assembly.

Prior to the assembly, the Contractor shall apply two additional coats of galvanized paint on the threads of the post and the base. The Contractor shall use a fabric post tightener to screw the post to the base.

## Basis of Payment.

This work will be paid for at the contract unit price per each for PEDESTRIAN SIGNAL POST, of the length specified.

## **CONCRETE FOUNDATIONS**

Effective: May 22, 2002 Revised: March 1, 2024

878.01TS

Add the following to Article 878.03 of the Standard Specifications:

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

Depending on the foundation type, the top of foundation shall be between 1 in. and 6 in. above finished grade or as directed by the Engineer.

No foundation is to be poured until the Resident Engineer gives their approval as to the depth of the foundation."

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

"The concrete apron in front of the cabinet and UPS shall be included in this pay item."

Revise the first paragraph of Article 878.05 of the Standard Specifications to read:

"Basis of Payment. This work will be paid for at the Contract unit price per foot (meter) of depth of CONCRETE FOUNDATION of the type specified, or CONCRETE FOUNDATION, TYPE A 12-INCH DIAMETER for pedestrian post concrete foundations."

# <u>LIGHT EMITTING DIODE (LED) SIGNAL HEAD AND OPTICALLY PROGRAMMED</u> LED SIGNAL HEAD

Effective: May 22, 2002 Revised: March 1, 2024

880.01TS

#### Materials.

Add the following to Section 1078 of the Standard Specifications:

"LED modules proposed for use and not previously approved by IDOT District One will require independent testing for compliance to current VTCSH-ITE standards for the product and be Intertek ETL Verified. This would include modules from new Vendors and new models from IDOT District One approved Vendors.

The proposed independent testing facility shall be approved by IDOT District One. Independent testing must include a minimum of two (2) randomly selected modules of each type of module (i.e. ball, arrow, pedestrian, etc.) used in the District and include as a minimum Luminous Intensity and Chromaticity tests. However, complete module performance verification testing may be required by the Engineer to assure the accuracy of the Vendor's published data and previous test results. An IDOT representative will select sample modules from the local warehouse and mark the modules for testing. Independent test results shall meet current ITE standards and vendor's published data. Any module failures shall require retesting of the module type. All costs associated with the selection of sample modules, testing, reporting, and retesting, if applicable, shall be the responsibility of the LED module Vendor and not be a cost to this Contract.

All signal heads shall provide 12 in. (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signals heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts and shall be constructed of the same material as the brackets.

The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects. LED signal modules which exhibit luminous intensities less than the minimum values specified in Table 1 of the ITE

Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement (June 27, 2005) [VTCSH], or applicable successor ITE specifications, or show signs of entrance of moisture or contaminants, shall be replaced or repaired. The Vendor's written warranty for the LED signal modules shall be dated, signed by a Vendor's representative, and included in the product submittal to the State. See Article 801.14 of the Standard Specifications for warranty information.

- (a) Physical and Mechanical Requirements
  - (1) Modules can be manufactured under this specification for the following faces:
    - a. 12 in. (300 mm) circular, multi-section
    - b. 12 in. (300 mm) arrow, multi-section
  - (2) The maximum weight of a module shall be 4 lb (1.8 kg).
  - (3) Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.) and shall be weatherproof after installation and connection.
  - (4) The lens of the module shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating or chemical surface treatment applied to provide abrasion resistance. The lens of the module shall be integral to the unit, convex with a smooth outer surface and made of plastic. The lens shall have a textured surface to reduce glare.
  - (5) The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.
  - (6) Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 1 in. (25.4 mm) in diameter. Additionally, the color shall be written out in 1/2 in. (12.7mm) letters next to the symbol.

# (b) Photometric Requirements

(1) The LEDs utilized in the modules shall be AlInGaP technology for red and InGaN for green and amber indications and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40 °C to 74 °C.

#### (c) Electrical

(1) Maximum power consumption for LED modules as per the tables in Article 1078.01.

- (2) Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
- (3) The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).
- (4) When a current of 20 mA AC or less is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- (5) The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- (6) LED arrows shall be wired such that a loss or the failure of one or more LEDs
- (d) Retrofit Traffic Signal Module

The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superseded in this section.

- (1) Retrofit modules can be manufactured under this specification for the following faces:
  - a. 12 in. (300 mm) circular, multi-section
  - b. 12 in. (300 mm) arrow, multi-section
- (2) Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.
- (3) The maximum weight of a Retrofit module shall be 4 lb (1.8 kg).
- (4) Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.) and shall be weatherproof after installation and connection.
- (5) Electrical conductors for modules, including Retrofit modules, shall be 39-2/5 in. (1 m) in length, with quick disconnect terminals attached.
- (6) The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.
- (e) The following specification requirements apply to the 12 in. (300 mm) arrow module only. All general specifications apply unless specifically superseded in this section.

- (1) The arrow module shall meet specifications stated in Section 9.01 of the Equipment and Material Standards of the Institute of Transportation Engineers (November 1998) [ITE Standards], Chapter 2 (Vehicle Traffic Control Signal Heads) or applicable successor ITE specifications for arrow indications.
- (2) The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs.
- (f) The following specification requirement applies to the 12 in. (300 mm) programmed visibility (PV) module only. All general specifications apply unless specifically superseded in this section.
  - (1) The LED module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.

Delete the fourth paragraph of Article 880.03 of the Standard Specifications. Refer to the "Bagging Signal Heads" section of the District 1 Traffic Signal Special Provision 800.01TS TRAFFIC SIGNAL GENERAL REQUIREMENTS."

### Basis of Payment.

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

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

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

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

### LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD

Effective: May 22, 2002 Revised: March 1, 2024

881.01TS

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

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

Delete the fourth paragraph of Article 881.03 of the Standard Specifications. Refer to the "Bagging Signal Heads" section of the District 1 Traffic Signal Special Provision 800.01TS TRAFFIC SIGNAL GENERAL REQUIREMENTS.

Add the following to Article 881.03 of the Standard Specifications:

"Pedestrian Countdown Signal Heads shall be 16 in. (406mm) x 18 in. (457mm) single units with glossy yellow or black polycarbonate housings. All pedestrian head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on.

Each pedestrian signal LED module shall be fully MUTCD compliant and shall consist of double overlay message combining full LED symbols of an Upraised Hand and a Walking Person. "Egg Crate" type sun shields are not permitted. Numerals shall measure 9 in. (229mm) in height and easily identified from a distance of 120 ft (36.6m)."

#### Materials.

Add the following to Article 1078.02 of the Standard Specifications:

"The module shall operate in one mode: Clearance Cycle Countdown Mode Only. The countdown module shall display actual controller programmed clearance cycle and shall start counting when the flashing clearance signal turns on and shall countdown to "0" and turn off when the steady Upraised Hand (symbolizing Don't Walk) signal turns on. The module shall not have user accessible switches or controls for modification of cycle.

At power on, the module shall enter a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.

The module shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The counting unit will go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.

If the controller preempts during the Walking Person (symbolizing Walk), the countdown will follow the controller's directions and will adjust from Walking Person to flashing Upraised Hand. It will start to count down during the flashing Upraised Hand.

If the controller preempts during the flashing Upraised Hand, the countdown will continue to count down without interruption.

The next cycle following the preemption event shall use the correct, initially programmed values.

If the controller output displays Upraised Hand steady condition and the unit has not arrived to zero or if both the Upraised Hand and Walking Person are dark for some reason, the unit suspends any timing and the digits will go dark.

The digits will go dark for one pedestrian cycle after loss of power of more than 1.5 seconds.

The countdown numerals shall be two (2) "7 segment" digits forming the time display utilizing two rows of LEDs.

The LED module shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications - Part 2: LED Pedestrian Traffic Signal Modules," or applicable successor ITE specifications, except as modified herein.

The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.

In the event of a power outage, light output from the LED modules shall cease instantaneously.

The LEDs utilized in the modules shall be AlInGaP technology for Portland Orange (Countdown Numerals and Upraised Hand) and GaN technology for Lunar White (Walking Person) indications.

The individual LEDs shall be wired such that a loss or the failure of one or more LED will not result in the loss of the entire module.

See Article 801.14 of the Standard Specifications for warranty information."

#### Basis of Payment.

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

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

Add the following to Article 881.04 of the Standard Specifications:

"If the work consists of retrofitting an existing polycarbonate pedestrian signal head and pedestrian countdown signal head with light emitting diodes (LEDs), it will be paid for as a PEDESTRIAN SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for furnishing

the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition."

### **DETECTOR LOOP**

Effective: May 22, 2002 Revised: March 1, 2024

886.01TS

# Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall mark the proposed loop locations and contact the Area Traffic Signal Maintenance and Operations Engineer to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the Portland cement concrete surface using the same notification process as above.

#### Installation.

Revise Article 886.04 of the Standard Specifications to read:

"Loop detectors shall be installed according to the requirements of the "District One Standard Traffic Signal Design Details." Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plans.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a waterproof tag secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 500 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries.

- (a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb, and handhole shall be cut with a 1/4 in. (6.3 mm) deep x 4 in. (100 mm) saw cut to mark the location of each loop cable.
- (b) Loop sealant shall be two-component thixotropic chemically cured polyurethane from an approved Vendor. The sealant shall be installed 1/8 in. (3 mm) below the pavement surface. If installed above the surface, the excess shall be removed immediately.
- (c) Preformed. This work shall consist of furnishing and installing a rubberized or cross-linked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:

- Preformed detector loops shall be installed in the sub-base under the Portland cement concrete pavement. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.
- 2. Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. CNC, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- 3. Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using a minimum 5/8 in. (16 mm) outside diameter, minimum 3/8 in. (9.5 mm) inside diameter Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. The hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to ensure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of eight turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to ensure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6-1/2 ft of extra cable in the handhole."

#### Method of Measurement.

Add the following to Article 886.05 of the Standard Specifications:

"Preformed detector loops will be measured along the detector loop embedded in the pavement rather than the actual length of the wire. Detector loop measurements shall include the saw cut and the length of the detector loop wire to the edge of pavement. The detector loop wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. CNC, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities."

### Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

# **ACCESSIBLE PEDESTRIAN SIGNALS**

Effective: April 1, 2003 Revised: November 1, 2023

888.02TS

<u>Description</u>. This work shall consist of furnishing and installing accessible pedestrian signals (APS). Each APS shall consist of an interactive vibrotactile pedestrian pushbutton with speaker, an informational sign, a light emitting diode (LED) indicator light, a solid-state electronic control board, a power supply, wiring, and mounting hardware. The APS shall meet the requirements of the MUTCD and Sections 801 and 888 of the Standard Specifications, except as modified herein.

Add the following to Article 888.03 of the Standard Specifications:

A mounting bracket and/or extension shall be used to assure proper orientation and accessibility where needed. The price of the bracket and/or extension shall be included in the cost of the pedestrian push button. The contractor is not allowed to install a push-button assembly with the sign below the push-button to meet mounting requirements.

Add the following to Article 1074.02(e) of the Standard Specifications:

Stations shall be designed to be mounted to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a count-down pedestrian signal. Stations shall be powder coated yellow with a black pushbutton and stainless steel arrow on pushbutton.

<u>Electrical Requirements</u>. The APS shall operate with systems providing 95 to 130 VAC, 60 Hz and throughout an ambient air temperature range of -29 to +160  $^{\circ}$ F (-34 to +70  $^{\circ}$ C).

The APS shall contain a power protection circuit consisting of both fuse and transient protection.

<u>Audible Indications</u>. A pushbutton locator tone shall sound at each pushbutton and shall be deactivated during the associated walk indication and when associated traffic signals are in flashing mode. Pushbutton locator tones shall have a duration of 0.15 seconds or less and shall repeat at 1-second intervals. Each actuation of the pushbutton shall be accompanied by the speech message "Wait". Locator tones shall be audible 6 to 12 ft from pushbutton.

If two accessible pedestrian pushbuttons are placed less than 10 ft apart or placed on the same pole, the audible walk and don't walk indication shall be a speech message. This speech message shall

sound throughout the WALK interval only. Common street name shall be used and not the route number of the street unless there is no common street name. The street name used in programming shall reflect the street name mast arm mounted sign panel. Locations without street name (ex. private benefit driveways, shopping plaza entrance, etc.) shall use a general term "Commercial Driveway" as a street name for that leg. The speech message shall be modeled after: "Street Name.' Walk Sign is on to cross "Street Name'." For signalized intersections utilizing exclusive pedestrian phasing, the verbal message shall be "Walk sign is on for all crossings". In addition, a speech pushbutton information message shall be provided by actuating the APS pushbutton during DON'T WALK interval. This verbal message shall be modeled after: "Wait". The extended press option verbal massage shall be: "Wait to cross 'Street Name' at 'Street Name'".

# Railroad Preemption.

At locations with railroad interconnection APS pushbutton shall be capable of receiving a railroad preemption similar to a traffic signal controller and shall be hard wired to the railroad preemption relay inside the traffic signal cabinet. A shelf mount control unit shall be provided and installed inside the cabinet capable of receiving and transmitting the railroad preemption to all the push buttons.

At railroad intersections all APS pushbuttons shall use the speech message and shall follow the below speech models.

<u>During Don't Walk:</u> "Wait to cross 'Street Name' at 'Street Name', Caution, Walk time shortened when train approaches" – this does not repeat, plays only once with every push button press.

<u>During Walk:</u> "Walk sign is on to cross 'Street Name', – this repeats as many times as possible during Walk interval only.

<u>During Railroad preemption:</u> All push buttons at same time "Train Approaching" – this message shall be repeated two times.

At locations with emergency vehicle preemption, NO additional speech message shall be provided.

At locations with Equestrian Pushbuttons style installation the APS push buttons shall use speech message only and shall emit the audible message from the bottom mounted push button only.

### Locations with Corner Islands or Center Medians

At locations with corner islands pushbuttons shall follow the requirement of the 10 ft as specified herein regarding the percussive tone vs a speech message. When push buttons are closer than 10 ft apart the speech message shall follow the format specified herein for the main street crossing. The speech message shall follow the below speech models for the unusual configurations.

<u>Crossing of the right turn lane from or to Corner Island:</u> "Wait to cross right turn lane for 'Street Name' at 'Street Name' crosswalks" and "Walk sign is on to cross right turn lane for 'Street Name' at 'Street Name' crosswalks"

Crossing from Corner Island to Corner Island where second pushbutton actuation is required: "Wait to cross 'Street Name' at 'Street Name' to median with second pushbutton" and "Walk sign is on to cross 'Street Name' to median with second pushbutton"

Center Medians on a divided highways with push buttons will require pushbutton to have a dual arrow on the pushbutton.

Where two accessible pedestrian pushbuttons are separated by 10 ft or more, the walk indication shall be an audible percussive tone. It shall repeat at 8 to 10 ticks per second with a dominant frequency of 880 Hz. Percussive tone shall be uniform at all stations at the intersection and shall not change for different directions.

Automatic volume adjustments in response to ambient traffic sound level shall be provided up to a maximum volume of 100 dBA. Locator tone and verbal messages shall be no more than 5 dB louder than ambient sound. Locator tone and speech message shall be programmed at same volume one shall not be significantly louder than the other and shall be adjusted as directed by the Engineer.

<u>Pedestrian Pushbutton</u>. Pedestrian pushbuttons shall be at least 2 in. (50 mm) in diameter or width. The force required to activate the pushbutton shall be no greater than 3.5 lb (15.5 N).

A red LED shall be located on or near the pushbutton which, when activated, acknowledges the pedestrians request to cross the street.

APS pushbutton systems that utilize any wireless technology including Bluetooth technology to place calls or communicate with controller will not be allow. A central master control unit shall be provided and installed in the traffic signal cabinet. Push button shall be connected directly to the master control unit in the traffic signal cabinet using only 2 wires. All pushbuttons shall be capable of placing a pedestrian call request into the controller and shall be hard wired. APS pushbuttons shall be a direct replacement of existing standard push buttons and shall be weather resistant with a minimum warranty of 5 years.

APS push buttons shall be compatible with one another and easily replaceable on future replacements or maintenance repairs no multiple model variations will be allowed.

All APS pushbuttons shall come with the messages pre-programmed for each particular intersection regardless of the location or the 10 ft separation. Final field adjustments including percussive tone vs speech message use shall be completed once push buttons are installed in the final location. All push buttons shall be programmed with the appropriate parameters and settings as directed by the Engineer. These settings shall be standard for all pushbuttons and will vary based on the manufacturer. Access to pushbutton settings shall be provided through an app either through wired, wireless, or Bluetooth connection. Pushbutton information, settings, and access instructions shall all be provided in a weatherproof pouch and safely stored inside each traffic signal cabinet.

Contractor shall remove any existing pedestrian isolation boards, field wire terminals, and any wires to the board when easily accessible. If the pedestrian isolation board has been installed from the factory on the back panel of the cabinet, contractor is to disconnect the power to the isolation board and any wires while leaving the board mounted. This work shall be included in the cost of Accessible Pedestrian Signals and will not be paid for separately.

<u>Signage</u>. A sign shall be located immediately above the pedestrian pushbutton and parallel to the crosswalk controlled by the pushbutton. The sign shall conform to the following standard MUTCD design: R10-3e.



R10-3E

<u>Tactile Arrow</u>. A tactile arrow, pointing in the direction of travel controlled by a pushbutton, shall be provided on the pushbutton.

<u>Vibrotactile Feature</u>. The pushbutton shall <u>pulse when depressed</u> and shall vibrate continuously throughout the WALK interval.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for ACCESSIBLE PEDESTRIAN SIGNALS and shall include furnishing, installation, mounting hardware including extension brackets if required, and programming of the push button.

# REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

Effective: May 22, 2002 Revised: March 1, 2024

895.02TS

Add the following to Article 895.05 of the Standard Specifications:

"The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of outside the right-of-way at the Contractor's expense.

All equipment to be returned to the State shall be delivered by the Contractor to the State's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the State's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within thirty (30) days of removing it from the traffic signal

installation. The Contractor shall provide one hard copy and one electronic file of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned according to these requirements, it will be rejected by the State's Electrical Maintenance Contractor. The Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until approval by the Department. A delivery receipt will be signed by the State's Electrical Maintenance Contractor indicating the items have been returned.

The Contractor shall safely store and arrange for pick up or delivery of all equipment to be returned to agencies other than the State. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost, damaged, or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications at no cost to the contract."

# REBUILD EXISTING HANDHOLE

Effective: January 1, 2002 Revised: November 1, 2023

895.04TS

This item shall consist of rebuilding and bringing to grade a handhole or double handhole at a location shown on the plans or as directed by the Engineer. The work shall consist of removing the handhole frame and cover and the walls of the handhole to a depth of eight (8) inches below the finished grade.

#### Handhole

Four (4) holes, four (4) inches in depth and one half (1/2) inch in diameter, shall be drilled into the remaining concrete; one hole centered on each of the four handhole walls. Four (4) #3 epoxy coated steel rebar, eight (8) inches in length, shall be furnished and shall be installed in the drilled holes with a masonry epoxy.

#### Double Handhole

Six (6) holes, four (4) inches in depth and one half (1/2) inch in diameter, shall be drilled into the remaining concrete; one hole centered on both short walls and two spaced equally on both long walls. Six (6) #3 epoxy coated steel rebar, eight (8) inches in length, shall be furnished and shall be installed in the drilled holes with a masonry epoxy.

All concrete debris shall be disposed of outside the right-of-way. All rebar must meet the specifications set forth in 1006.10.

The area adjacent to each side of the handhole shall be excavated to allow forming. All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt handhole

according to applicable portions of Section 814 of the Standard Specification and as modified in 814.01TS HANDHOLES Special Provision. The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer.

# Basis of Payment.

This work shall be paid for at the contract unit price each for REBUILD EXISTING HANDHOLE, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings.

# 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.

Major items shall include, but not limited to the following:

Type of Work (discipline)	Item
All Electrical Work	Electric Service Metering Emergency Standby System Transformers Cable Unit Duct Splices Conduit Surge Suppression System
Lighting	Tower Pole Luminaire Foundation Breakaway Device Controllers Control Cabinet and Peripherals
ITS	Controller Cabinet and Peripherals CCTV Cameras Camera Structures Ethernet Switches Detectors Detector Loop Fiber Optic Cable

Within 30 calendar days after contract execution, the Contractor shall submit, for approval, one copy each of the manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated items). 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 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. In case of subcontractor submittal, both the subcontractor and the Contractor shall review, sign, and stamp their approval on the submittal.

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

Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations.

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 County.

Unless otherwise approved by the Engineer, all of the above items shall be submitted to the Engineer at the same time. Each item shall be properly identified by route, section, and contract number.

**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 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.

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 County.

**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, with all loads connected, shall be measured and recorded.

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

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 60 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 County.
- (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.

**Record Drawings.** Alterations and additions to the electrical installation made during the execution of the work shall be neatly and plainly marked in red by the Contractor on the full-size set of record drawings kept at the Engineer's field office for the project. These drawings shall be updated on a daily basis and shall be available for inspection by the Engineer during the course of the work. The record drawings shall include the following:

- Cover Sheet
- Summary of Quantities, electrical items only
- Legends, Schedules and Notes
- Plan Sheet
- Pertinent Details
- Single Line Diagram
- 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

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 on CDROM as well as hardcopy's 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 two 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.

Final documentation shall be submitted as a complete submittal package, i.e. record drawings, test results, inventory, etc. shall be submitted at the same time. Partial piecemeal submittals will be rejected without review. A total of five hardcopies and CDROMs of the final documentation shall be submitted.

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

- All light poles and light towers.
- Handholes and vaults.
- Junction Boxes
- Conduit roadway crossings.
- Controllers
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations.
- CCTV Camera installations.
- Roadway Surveillance installations.

Datum to be used shall be North American 1983.

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

- 1. District
- 2. Description of item
- 3. Designation
- 4. Use
- 5. Approximate station
- 6. Contract Number
- 7. Date
- 8. Owner
- 9. Latitude
- 10. Longitude
- 11. Comments

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 20 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified. Data collection prior to the submittal and review of the sample data of existing data points will be unacceptable and rejected.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have minimum 5 meter accuracy after post processing.

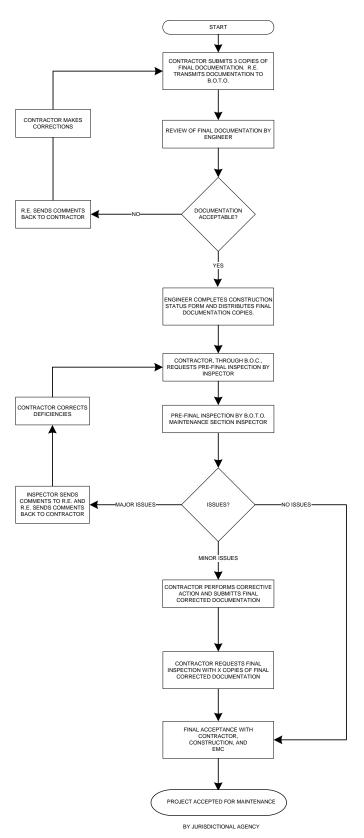
GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

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

**Acceptance.** Acceptance of electrical work will be given at the time when the County 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** 

LOCATION			
Route	Common Name		
Limits	Section		
Contract #	County		
Controller Designation(s)	EMC Database Location Number(s)		

ITEM	Contractor (Verify)	Resident Engineer (Verify)
Record Drawings		
-Four hardcopies (11" x 17")		
-Scanned to two CD-ROMs		
Field Inspection Tests		
-Voltage		
-Amperage		
-Cable Insulation Resistance		
-Continuity		
-Controller Ground Rod Resistance		
(Four Hardcopies & scanned to two CD's)		
<b>GPS Coordinates</b>		
-Excel file		
(Check Special Provisions, Excel file scanned to two CD's)		
Job Warranty Letter		
(Four Hardcopies & scanned to two CD's)	_	_
Catalog Cut Submittals		
-Approved & Approved as Noted		
(Scanned to two CD's)		
Lighting Inventory Form		
(Four Hardcopies & scanned to two CD's)		
Lighting Controller Inventory Form		
(Four Hardcopies & scanned to two CD's)		
<b>Light Tower Inspection Form</b>		
(If applicable, Four Hardcopies & scanned to two CD's)		

Four Hardcopies & scanned to two CD's shall be submitted for all items above. The CD ROM shall be labeled as shown in the example contained herein.

#### **General Notes:**

Record Drawings – 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 11 x 17 size. Include the original "red-ink" copy. The red-ink markup should be neatly drawn. Record drawings copies should be legible. Blurred copies will not be acceptable. 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>GPS Coordinates</u> – Check special provisions "General Electrical Requirements". Submit electronic "EXCEL" file.

<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.

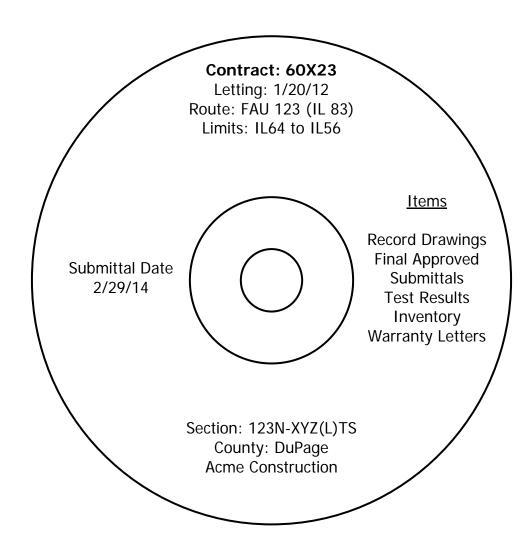
<u>Lighting Inventory Form</u> – Inventory form should include only proposed light poles, proposed light towers, proposed combination (traffic/light pole) lighting and proposed underpass luminaires.

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

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

# CD LABEL FORMAT TEMPLATE.

# Label must be printed; hand written labels are unacceptable and will be rejected.



# **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 SERVICE. 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 \$5,000.00

**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.

# **ELECTRIC SERVICE INSTALLATION**

Effective: January 1, 2012

**Description:** This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

<u>Materials</u>. Materials shall be in accordance with the Standard Specifications.

# **CONSTRUCTION REQUIREMENTS**

**General:** The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

**Method Of Measurement:** Electric Service Installation shall be counted, each.

**Basis Of Payment:** This work will be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION which shall be payment in full for the work specified herein.

### 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:

Phase Conductor		Messenger wire			
Size	Stranding	Average		Minimum	Stranding
AWG		Insulation		Size	
		Thickness		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

(60)

(60)

3/0

4/0

6/1

6/1

Aerial Electric Cable Properties

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

19

19

3/0

4/0

"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."

1.5

1.5

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."

# **UNDERGROUND RACEWAYS**

Effective: March 1, 2015

Revise Article 810.04 of the Standard Specifications to read:

"Installation. All underground conduits shall have a minimum depth of 30-inches (700 mm) below the finished grade."

Add the following to Article 810.04 of the Standard Specifications:

"All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans."

Add the following to Article 810.04 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

### **EXPOSED RACEWAYS**

Effective: January 1, 2012

Revise the first paragraph of Article 811.03(a) of the Standard Specifications to read:

"General. Rigid metal conduit installation shall be according to Article 810.05(a). Conduits terminating in junction and pull boxes shall be terminated with insulated and gasketed watertight threaded NEMA 4X conduit hubs. The hubs shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C. When PVC coated conduit is utilized, the aforementioned hubs shall also be PVC coated."

Add the following to Article 811.03(b) of the Standard Specifications:

"Where PVC coated conduit is utilized, all conduit fittings, couplings and clamps shall be PVC coated. All other mounting hardware and appurtenances shall be stainless steel."

"The personnel installing the PVC coated conduit must be trained and certified by the PVC coated conduit Manufacturer or Manufacturer's representative to install PVC coated conduit. Documentation demonstrating this requirement must be submitted for review and approval."

Add the following to Article 1088.01(a) of the Standard Specifications:

All iron and steel products, which are to be incorporated into the work, including conduit and all conduit fittings, shall be domestically manufactured or produced and fabricated as specified in Article 106."

Revise Article 1088.01(a)(3) of the Standard Specifications to read:

- "a. PVC Coated Steel Conduit. The PVC coated rigid metal conduit shall be UL Listed (UL 6). The PVC coating must have been investigated by UL as providing the primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations shall be UL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating shall be UL listed.
- b. The PVC coating shall have the following characteristics:

Hardness:	85+ Shore A Durometer
Dielectric	400V/mil @ 60 Hz
Strength:	
Aging:	1,000 Hours Atlas Weatherometer
Temperature	The PVC compound shall conform at 0° F. to
_	Federal Specifications PL-406b, Method 2051,

	Amendment 1 of 25 September 1952 (ASTM D 746)
Elongation:	200%

- c. The exterior and interior galvanized conduit surface shall be chemically treated to enhance PVC coating adhesion and shall also be coated with a primer before the PVC coating to ensure a bond between the zinc substrate and the PVC coating. The bond strength created shall be greater than the tensile strength of the plastic coating.
- d. The nominal thickness of the PVC coating shall be 1 mm (40 mils). The PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above -1°C (30°F).
- e. An interior urethane coating shall be uniformly and consistently applied to the interior of all conduit and fittings. This internal coating shall be a nominal 2 mil thickness. The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating.
- f. Conduit bodies shall have a tongue-in-groove gasket for maximum sealing capability. The design shall incorporate a positive placement feature to assure proper installation. Certified test results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours shall be submitted for review when requested by the Engineer.
- g. The PVC conduit shall pass the following tests:

### Exterior PVC Bond test RN1:

Two parallel cuts 13 mm (1/2 inch) apart and 40 mm (1 1/2 inches) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the PVC coating for 13 mm (1/2 inch) to free the coating from the metal.

Using pliers, the freed PVC tab shall be pulled with a force applied vertically and away from the conduit. The PVC tab shall tear rather than cause any additional PVC coating to separate from the substrate.

### Boil Test:

Acceptable conduit coating bonds (exterior and interior) shall be confirmed if there is no disbondment after a minimum average of 200 hours in boiling water or exposure to steam vapor at one atmosphere. Certified test results from a national recognized independent testing laboratory shall be submitted for review and approval. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D870, a 6" length of conduit test specimen shall be placed in boiling water. The specimen shall be periodically removed, cooled to ambient temperature and immediately tested according to the bond test (RN1). When the PVC coating separates from the substrate, the boil time to failure in hours shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, a 6" conduit test specimen shall be cut in half longitudinally and placed in boiling water or directly above boiling water with the urethane surface facing down. The specimen shall be periodically removed, cooled to ambient temperature and tested in accordance with the Standard Method of Adhesion by Tape Test (ASTM D3359). When the coating disbonds, the time to failure in hours shall be recorded.

### Heat/Humidity Test:

Acceptable conduit coating bonds shall be confirmed by a minimum average of 30 days in the Heat and Humidity Test. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D1151, D1735, D2247 and D4585, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. The specimens shall be periodically removed and a bond test (RN1) performed. When the PVC coating separates from the substrate, the exposure time to failure in days shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. When the coating disbonds, the time to failure in hours shall be recorded.

Add the following to Article 1088.01(a)(4) of the Standard Specifications:

"All liquid tight flexible metal conduit fittings shall have an insulated throat to prevent abrasion of the conductors and shall have a captive sealing O-ring gasket. The fittings shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C."

Revise the second paragraph of Article 811.04 of the Standard Specifications to read:

"Expansion fittings and LFNC will not be measured for payment."

Revise Article 811.05 of the Standard Specifications to read:

"811.05 Basis of Payment. This work will be paid for at the contract unit price per meter (foot) for CONDUIT ATTACHED TO STRUCTURE, of the diameter specified, RIGID GALVANIZED STEEL or CONDUIT ATTACHED TO STRUCTURE, of the diameter specified, RIGID GALVANIZED STEEL, PVC COATED."

## **MAINTENANCE OF LIGHTING SYSTEMS**

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 City.

**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. 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 City 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 City'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. HANDHOLE, COMPOSITE CONCRETE** 

<u>Description</u>. This work shall consist of furnishing and installing composite concrete handhole as shown on the contract plans, specified herein and installed per Section 814 of the Standard Specification. All work related to the installation of the handhole shall be included (excavation, installation of handhole and cover, french drain, backfill, disposal of surplus excavated material, etc.)

The handhole shall be Hubbell Quazite 12"x12" PC Style Polymer Concrete with an open bottom. The box and lid shall meet or exceed ANSI Tier 8 loading requirements and also be UL listed. The box shall be placed on 12" of crushed stone for drainage. The lid shall have a logo as "STREET LIGHTING" or as specified by the City of Elmhurst.

Basis of Payment. This item and work will be paid for at the contract unit price per each for HANDHOLE, COMPOSITE CONCRETE, which price shall be payment in full for the material, excavation, labor, and equipment necessary to complete the work described herein.

#### LUMINAIRE, LED, SPECIAL

<u>Description</u>. This work shall consist of furnishing and installing LED lighting unit as specified herein and installation according to Section 821 of the Standard Specification.

<u>Materials.</u> The luminaire shall be Cooper Streetworks UTLD Traditionaire LED Downlight model number UTLD AF24 30 D U T3 7030 BC

Material for the LED luminaire shall be according to the following:

#### **Optics**

- IP66 rated
- Type 3 light distribution per IESNA classification.
- Dark Sky Approved (3000K and warmer)

#### Performance

- Rated for -40°C to 40°C ambient air temperature range
- Color temperature of 3000K
- Fixture wattage of 30 watts with 2,985 lumens
- B1-U0-G1

#### **Electronic Drivers**

- Universal voltage 120-277 V
- Greater than 0.9 power factor
- Less than 20% harmonic distortion
- 10kV/10kA level of surge protection.

#### Housing

- Cooper Streetworks UTLD is 27-1/2" high x 17" wide with an approximate weight of 22.8 lbs.
- 3G vibration rated
- Self-aligning pole-top fitter for 3" O.D. pole tops
- Square headed 1-1/4" polymer coated mounting bolts with a lock nut
- Color: Black (color must be approved with local agencies before purchasing).

#### Finish

• Housing is polyester powder-coated 2.5 mil nominal thickness for durability and corrosion resistance.

<u>Submittal Requirements.</u> The Contractor shall submit, for approval, an electronic version of all associated luminaire IES files, AGi32 files and the TM-21 or TM-28 calculator spreadsheet with inputs and reports associated with the project luminaires. The Contractor shall also provide (as a minimum) an electronic (PDF) version of each of 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.
- 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 (lpw).
- 4. Initial delivered lumens at the specified color temperature, drive current, and ambient temperature.
- 5. Computer photometric calculation reports as specified and in the luminaire performance table.
- 6. TM-15 BUG rating report.
- 7. Isofootcandle chart with max candela point and half candela trace indicated.
- 8. Documentation of manufacturers experience and verification that luminaires were assembled in the U.S.A. as specified.
- 9. Supporting documentation of compliance with ANSI standards as well as UL listing as specified.

- 10. Supporting documentation of laboratory accreditations and certifications for specified testing as indicated.
- 11. Thermal testing documents as specified.
- 12. IESNA LM-79, LM-80 (or LM-84) and TM-21 (or TM-28) reports as specified.
- 13. Salt fog test reports and certification as specified.
- 14. Vibration Characteristics Test Reports and certification as specified.
- 15. Ingress Protection Test Reports as specified.
- 16. Written warranty.

## IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE SIDEWALK CALC GIVEN CONDITIONS

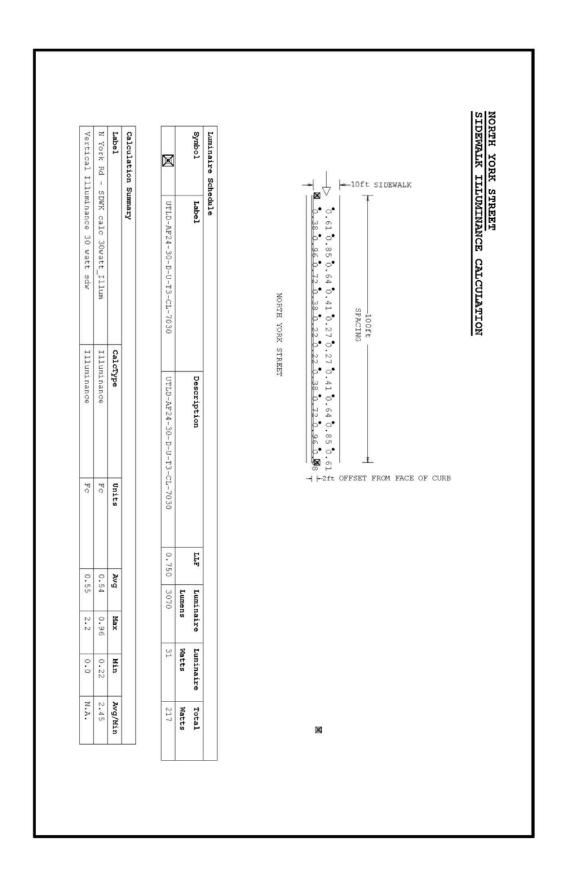
Sidewalk Data	Sidewalk Width	10	Ft
	Number of Lanes Left of Median	0	•
	Number of Lanes Right of Median	0	•
	Lane Width	10	Ft
	Median Width	0	Ft
	IES Surface Classification	R3	•
	Q-Zero Value	0.07	
Mounting Data	Mounting Height	14	Ft
•	Mast Arm Length	0	Ft
	Pole Set-Back from Edge of Pavement	4.5'	Ft
Luminaire Data	Source	LED	
	Color Temperature	3000	°K
	Lumens	2,985	Min
	Pay Item Lumen Designation		•
	BUG Rating	B1-U0-G1 (Max)	•
	IES Vertical Distribution	Medium	•
	IES Control of Distribution		•
	IES Lateral Distribution	Type III	•
	Total Light Loss Factor	0.75	
Pole Layout Data	Spacing	100	Ft
	Configuration	One Sided	•
	Luminaire Overhang over E.O.P.	-4.5	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	Average Illuminance, E <sub>AVE</sub> (Min)	0.5	FC
	Uniformity Ratio, E <sub>AVE</sub> /E <sub>MIN</sub>	5.0	Max



#### **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 ensure 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 shipment. The Contractor shall verify that the Resident Engineer has noted the shipment date in the daily diary. Copy of the shipment documentation shall be submitted.

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

**Basis of Payment:** This work will be paid for at the contract unit price per each for LUMINAIRE, LED, SPECIAL, which shall be payment in full for the material, equipment, and labor required to furnish and install the luminaire as described herein and shown in the plans.

#### **UNDERPASS LUMINAIRE (SPECIAL)**

**Description:** This work shall consist of furnishing and installing LED underpass luminaire as shown on the plans, specified herein and installation according to Section 821 of the Standard Specification.

**Materials:** The underpass luminaire shall be Holophane Wallpack LED model number W4GLED 10C1000 30K T3M MVOLT SPD BKSDP

Material for the LED luminaire shall be according to the following:

#### **Optics**

- IP66 rated
- Type 3 medium light distribution per IESNA classification.
- Tempered glass lens

#### Performance

- Rated for -40°C to 40°C ambient air temperature range
- Color temperature of 3000K
- Fixture wattage of 39 watts with 3,140 lumens
- B0-U3-G3

#### **Electronic Drivers**

- Multi-volt 120-277 V
- Greater than 0.9 power factor
- Less than 20% harmonic distortion
- 20kV/10kA level of surge protection.

#### Housing

- Holophane Wallpack LED is 15" high x 16" wide x 8" depth
- Housing is die-cast aluminum and fully gasketed
- Color: Black (color must be approved with local agencies before purchasing).

#### Finish

- Zinc-infused super durable TGIC thermoset powder coat finish for resistance to corrosion and weathering
- Minimum 3.0 mil thickness finish to withstand extreme climate change without cracking and peeling

**Mounting Brackets:** The brackets shall be properly sized to accommodate the weight of the luminaire with calculations or other suitable reference documentation submitted to support the material choice. The brackets shall be constructed of 304 stainless steel

The mounting brackets shall be fully coordinated with the luminaire mounting method indicated in plans.

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

Underpass luminaires shall be either attached to structures (such as piers, etc.) or suspended from structures (such as bridge decks) as indicated or implied by the configuration on the Plans. Mounting, including all hardware and appurtenant items, shall be included as part of this item. Luminaires shall be configured with the luminaire tilt as identified in the submitted documents.

Unless otherwise indicated, suspended underpass luminaires shall be installed one-inch above the lowest underpass beam and shall be mounted using vibration dampening assemblies. All mounting hardware shall be corrosion resistant and shall be stainless steel unless otherwise indicated.

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.

Luminaire wiring shall be provided with the luminaire. The wiring shall run from the junction box to the luminaire.

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

Included with the luminaire wiring shall be fusing located in the handhole or primary junction box. 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.

#### 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 shipment. The Contractor shall verify that the Resident Engineer has noted the shipment date in the daily diary. Copy of the shipment documentation shall be submitted.

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

**Basis of Payment:** This work will be paid for at the contract unit price per each for UNDERPASS LUMINAIRE (SPECIAL), which shall be payment in full for the material, equipment, and labor required to furnish and install the luminaire as described herein and shown in the plans.

#### LIGHT POLE, SPECIAL

**Description:** This work shall consist of furnishing and installing light poles as specified herein, shown in the contract plans and according to Section 830 of the Standard Specifications.

The light pole is a Valmont aluminum pole drawing no. A434533D.

The 8 sharp fluted pole tapering from 6" O.D. at the butt of pole to 4.04" O.D. at the top of the pole. The pole height of 14 feet. Pole thickness is 0.156 inch. The bottom 2'-2" including anchor base collar is smooth. The aluminum anchor base collar is a 17 inch diameter 2 piece cast aluminum collar.

GFI Receptacle and in-use cover located 180 degrees right from handhole.

The pole is powder painted double black anodized finished.

**Basis of Payment:** This work will be paid for at the contract unit price per each for LIGHT POLE, SPECIAL, which price shall be payment in full for the material,

equipment, and labor required to furnish and install the light pole as described herein and shown in the plans.

#### **LIGHT POLE FOUNDATION**

<u>Description</u>. This item shall consist of excavating, constructing, and backfilling required to install light pole foundations. The installation shall conform to the details shown in the plans and Section 836 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

The determination of foundation type shall be made in the field by the Engineer, based upon the actual locations of utilities. Payment will be made according to quantity of each foundation type installed, and no additional compensation will be allowed for subtractions or additions to contract quantities for the various foundation types.

Excavating, including shoring, material disposal, and pumping, bailing or otherwise draining the excavated area shall not be paid for separately, but shall be included in the contract unit price.

Backfilling and thoroughly compacting material conforming to Article 1004 shall not be paid for separately but shall be considered as included in the contract unit price. Concrete shall cure in accordance with Article 1020.13 before being backfilled.

Basis of Payment. This work shall be paid for at the contract unit price per foot for LIGHT POLE FOUNDATION, 24" DIAMETER, SPECIAL; or LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET, which price shall include all material and work necessary to construct the foundation including anchor bolts, reinforcing bars, conduits, ground rods and all other miscellaneous hardware indicated in the details in the plans or otherwise required for installation. No additional compensation will be allowed.

#### RELOCATE EXISTING LIGHTING UNIT (SPECIAL)

**Description:** This work shall consist of relocating an existing lighting unit as shown in the plans or as directed by the Engineer in accordance to Section 844 in Standard Specification except as modified herein.

Relocation of the light pole shall include the light pole, mast arm, luminaire, twin decorative pedestrian lights on decorative arms, outlet, signs mounted on pole, and any other apparatus on the light pole. The contractor shall exercise care in the removal process as to not damage the existing light unit.

Existing lighting will remain operational until the proposed light pole foundation is poured and cured and ready to relocate the existing light pole onto the new foundation. The relocation will be completed on the same day without any interruption of operation of the light pole for that same evening.

The contractor shall determine the existing wiring size and type. Proposed lighting cable will match existing. Splicing of the cables at the relocated light pole will be in the light pole handhole with new waterproof splices and new fuse kit. Fuse size will match existing. Splicing of the proposed cables to the existing cables will be in the existing handhole near the light pole with waterproof splices.

Any damage to the existing lighting unit during removal and relocation operations shall be repaired, or replaced in kind, to the satisfaction of the Engineer.

**Basis of Payment:** This work shall be paid for at the contract unit price per each as RELOCATE EXISTING LIGHTING UNIT (SPECIAL), which shall include all labor, material and equipment necessary to complete the work as specified.

#### **ELECTRIC SERVICE DISCONNECT**

**Description:** This work shall consist of furnishing and installing an Electrical Service Disconnect as shown on the contract plans and as specified herein.

The electrical service disconnect shall be installed between the Commonwealth Edison service transformer and the proposed lighting controller.

The pedestal enclosure of the disconnect shall be sized as specified on the lighting detail plans. The cabinet shall be UL 50, NEMA Type 3R single door design with back panel. The cabinet shall be fabricated from Type 5052 H-32 aluminum with the frame and door 0.125-inch thick, the top 0.250-inch thick and the bottom 0.500-inch thick. Seams shall be continuous welded and ground smooth. The door and door opening shall be double flanged. The locking mechanism shall be slam-latch type with a keyhole cover.

The disconnect shall consist of a surge arrestor, 100 amp 2 pole circuit breaker, and a neutral and ground bus.

**Basis of Payment:** This work shall be paid for at the contract unit price per each for ELECTRICAL SERVICE DISCONNECT, which price shall include all labor, equipment, and material to complete the work as specified herein including the enclosure, foundation, circuit breaker, surge arrester, ground rod, and wiring complete in place. Electric cable and galvanized steel underground conduit from the service location to the disconnect cabinet and from the disconnect cabinet to the lighting controller shall be paid for under separate pay items.

#### 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 (TRAINES 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

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

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

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

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

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

#### SPECIAL PROVISION FOR INSURANCE

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

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

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

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."



#### **Storm Water Pollution Prevention Plan**



Desta	Manda of Davida	Continu Number
MUN Route 2678	Marked Route  York Street	Section Number 17-00188-00-SW
Project Number	County	Contract Number
73KW(293)	DuPage	61K01
This plan has been prepared to comply		Pollutant Discharge Elimination System (NPDES) Permit No. cy (IEPA) for storm water discharges from construction site
system designed to assure that qualified the person or persons who manage the	d personnel properly gathered and e system, or those persons directly re ge and belief, true, accurate and cor	repared under my direction or supervision in accordance with a evaluated the information submitted. Based on my inquiry of esponsible for gathering the information, the information mplete. I am aware that there are significant penalties for ent for knowing violations.
Signature		Date
for a. T		8/9/23
Print Name	Title	Agency
Kent Johnson, PE CFM	City Engineer	City of Elmhurst
	county is proposing pedestria	de, section, town, and range: an improvement to N. York street. This is a project buth end and the I-290 Ramp/Crestview Avenue on
S36 T40N R11E The total length of the improvem	ont in 1 720 foot (0 2276 Mile	201
B. Provide a description of the construction improvements, in-stream work, install	tion activity which is the subject of t lation, maintenance, removal of erc include construction of a side	his plan. Include the number of construction stages, drainage sion measures, and permanent stabilization: ewalk, storm sewer, retaining walls, ditch regrading,
C. Provide the estimated duration of thi		
The project is anticipated to be o	1110	on season.
D. The total area of the construction site	e is estimated to be 1.34	acres.
The total area of the site estimated to	be disturbed by excavation, grading	ng or other activities is 1.34 acres.
E. The following are weighted averages Section 4-102 of the IDOT Drainage		ject before and after construction activities are completed; see

Weighted runoff before: C= 0.59 Weighted runoff after: C= 0.74

F. List all soils found within project boundaries; include map unit name, slope information, and erosivity:
See the attached Natural Resourced Conservation Services (NRCS) soils map.
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:
The areas where the culvert, retaining walls, roadway and sidewalk construction occurs are susceptible to erosion.
<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>
Potentially erosive areas include construction of the storm sewer, pavement, curb and gutter, sidewalk construction, ditch grading and landscaping within the project limits.
J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to surface water including wetlands.
K. Identify who owns the drainage system (municipality or agency) this project will drain into:
The City of Elmhurst
L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:  United States Army Corps of Engineers, Kane DuPage Soil and Water Conservation District
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:
Storm water from this site will be received by Salt Creek, part of the Addison Creek portion of the Des Plaines River Watershed.
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.
Perimeter erosion barrier, ditch checks, and inlet filters will be installed and maintained in the vicinity of the erodable soil areas.
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:

N/A	
Provide a description of the location(s) of direct discharge from the pr	roject 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	
Applicable Federal, Tribal, State, or Local Programs	
N/A	
Floodplain	
N/A	
Historic Preservation	
N/A	
Receiving waters with Total Maximum Daily Load (TMDL) for sed TMDL (fill out this section if checked above)	iment, total suspended solids, turbidity or siltation
The name(s) of the listed water body:	
N/A	
Provide a description of the erosion and sediment control strategy that assumptions and requirements of the TMDL:	at will be incorporated into the site design that is consistent with the
N/A	
If a specific numeric waste load allocation has been established that vinecessary steps to meet that allocation:	would apply to the project's discharges, provide a description of the
N/A	
Threatened and Endangered Species/Illinois Natural Areas (INAI)	)/Nature Preserves
N/A	
Other	
N/A	
Wetland	
N/A	
P. The following pollutants of concern will be associated with this con-	struction project:
	⊠ Solid Waste Debris
 ⊠ Concrete	 ⊠ Solvents
	Other (Specify)
	Other (Specify)
□ Paints	Other (Specify)
□ Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)	Other (Specify)
Soil Sediment     Soi	Other (Specify)

II. Controls:

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

A. Erosion and Sediment Controls: At a minimum, controls must be coordinated, installed and maintained to:

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

The following stabilization practices will be used for this project:

☐ Temporary Turf (Seeding, Class 7)
☐ Vegetated Buffer Strips
Other (Specify)
Other (Specify)
Other (Specify)
Other (Specify)

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

Erosion Control Blanket: This item will be used within 24 hours after seeding operations have been completed, along sloped areas that require protection from erosion. Erosion control blankets shall be installed over fill slopes, high velocity areas and slopes that have been brought to final grade. Erosion Control Blanket will be installed in accordance to IDOT Specification 251.04.

Preservation of mature vegetation and protection of trees will be utilized, where designated prior to beginning any clearing or removal work and shall remain protected during subsequent construction work. Protection of trees will be shown on the plans or at the direction of the engineer and in accordance with Article 201.05 of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction.

Temporary Erosion Control Seeding: This item will be applied within (1) day of disturbance to all bare areas that will remain undisturbed for at least 14 days, in order to minimize the amount of exposed surface areas. When temporary seeding is applied to a bare area, the seeding shall be applied every 7 days regardless of weather conditions or work progress. Temporary Erosion Control Seeding shall consist of areas disturbed during the removal of Soil and Erosion Control measures, or as directed by the Engineer and in accordance with the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction.

Sodding and Permanent Seeding: This item ware prevent erosion.	vill be utilized as designated in the plans following final grading to
divert flows from exposed soils, store flows or otherwi Such practices may include but are not limited to: per subsurface drains, pipe slope drains, level spreaders,	on of structural practices that will be implemented, to the degree attainable, to use limit runoff and the discharge of pollutants from exposed areas of the site. Implementer erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, storm drain inlet protection, rock outlet protection, reinforced soil retaining ment basins. The installation of these devices may be subject to Section 404 of the
Aggregate Ditch	Stabilized Construction Exits
Concrete Revetment Mats	Stabilized Trench Flow
Dust Suppression	☐ Slope Mattress
Dewatering Filtering	☐ Slope Walls
Gabions	
☐ 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)
	Other (Specify)
⊠ Riprap	Other (Specify)
Rock Outlet Protection	Other (Specify)
Sediment Trap	Other (Specify)
	Other (Specify)
plans or as approved by the engineer to preve on all drainage structures with open lids or gra	e utilized during construction:  ng the downslope areas of the construction limits as indicated in the ent sediment from leaving the site. Inlet protection shall be placed ates and inlet pipes/culverts as shown on the erosion control ed if necessary after major rainfall events. Inlet and pipe protection
Describe how the structural practices listed above will be The vegetated swale will remain to filter water	e utilized after construction activities have been completed:  drained from the site.
D. Treatment Chemicals	
Will polymer flocculants or treatment chemicals be utilize	ed on this project:
If yes above, identify where and how polymer flocculants	s or treatment chemicals will be utilized on this project.
N/A	
installed during the construction process to control vo	<b>Management Controls:</b> Provided below is a description of measures that will be lume and pollutants in storm water discharges that will occur after construction e devices may be subject to Section 404 of the Clean Water Act.
	storm water detention structures (including wet ponds), storm water retention sed swales and natural depressions, infiltration of runoff on site, and sequential

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

The practices selected for implementation were determined based on the technical guidance in Chapter 41 (Construction Site Storm

systems (which combine several practices).

Water Pollution Control) of the IDOT BDE Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

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

Description of permanent storm water management controls:

N/A

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:

Management practices, controls, and other provisions provided in the plans are in accordance with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, the Illinois Urban Manual and all other applicable permits.

- 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.

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

The following ESC measures are included in the project:

- -temporary erosion control seeding
- -temporary erosion control blanket
- -inlet filters
- -concrete truck washout

All ESC measures will be maintained in accordance with the IDOT Erosion and Sediment Control Field Guide for Construction Inspection, and IDOT's Best Management Practices - Maintenance Guide, which are found at: (http://www.idot.illinois.gov/transportation-system/environment/erosion-and-sediment-control).

All maintenance of ESC systems is the responsibility of the contractor. All ESC measures should be checked weekly and after each rainfall, 0.5 inches or greater in a 24 hour period, or equivalent snowfall. Additionally during winter months, all measures should be checked after each significant snowmelt.

Temporary erosion control seeding should be reapplied if stabilization has not been achieved, and rills should be restored immediately if found greater than 4 inches deep on slopes steeper than 1V:4H.

ECBs should be replaced and restapled if they are displaced, or if erosion under the blanket has been observed. Perimeter erosion barrier should be inspected for tears, gaps, missing/broken stakes, or undermining, and repaired as appropriate.

For storm drain inlet protection, inlet filter baskets should be cleaned of sediment when the basket is 25% full, or 50% of the fabric pores are covered with silt, or if standing water is present longer than one hour after a rain event. The filter should be replaced if any tears are present during removal for cleaning.

Concrete Truck Washout facilities shall be inspected by the Engineer and the contents shall not exceed 75% capacity. If the liner is damaged it shall be replaced immediately.

All offsite Borrow, Waste and Use areas are part of the construction site and are to be inspected according to the language in this section.

#### 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.



#### **Contractor Certification Statement**



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

Route	Marked Route	Section Number
MUN Route 2678	York Street	17-00188-00-SW
Project Number	County	Contract Number
73KW(293)	DuPage	61K01
This certification statement is a part of S Permit No. ILR10 issued by the Illinois En		in accordance with the General NPDES
I certify under penalty of law that I unders associated with industrial activity from the		•
Additionally, I have read and understand a project; I have received copies of all approto be in compliance with the Permit ILR10	ppriate maintenance procedures; and, I ha	ave provided all documentation required
☐ Contractor ☐ Sub-Contractor		
Signature	Date	
Print Name	Title	
Name of Firm	Phone	
Street Address	City	State Zip Code
Items which this Contractor/subcontractor will	be responsible for as required in Section II.G.	of SWPPP
T. Control of the con		

Printed 10/18/23 BDE 2342A (07/19/19)



### Storm Water Pollution Prevention Plan

#### **Erosion Control Inspection Report**

Date	e of Inspection:			County:	DuPage			
Nam	ne of Inspector:			Section:	17-00188-00-SW			
Туре	e of Inspection: We	ekly [	]	Route:	MUN Route 2678			
	>0.5" Pro	ecip. $\square$	Precip. Amt:	" District:	1			
Con	tractor:			Contract N	o: <u>61K01</u>			
Sub	s:			Job No.	C-91-186-20			
				Project:	73KW(293)			
NPD	DES/ESC Deficiency De	duction:	\$	NPDES Pe	ermit No:			
Tota	al Disturbed Area:		acre	Ready for	Final Cover:		acre	
				Final Cove	r Established:		acre	;
Eros	sion and Sediment Co	ntrol Pra	actices					
Item	n#/BMP					YES	NO	N/A
1.	permane	ntly ceas	posed areas where soil dist ed, and not permanently sta in accordance with the NPI	abilized, have a	dequate temporary seed or			
2.			sting and temporary) clear o adequate stabilization and					
3.	Perimeter Erosion Ba	arrier:	Are all perimeter erosion be Has perimeter barrier no lo stabilized?		working order? een removed and the area			
4.	Temporary Ditch Che	ecks:	Are all temporary ditch che					
			Are the current ditch check	ks adequate to	control erosion?	Ш	Ш	Ш
5.	Temp Diversions/ Slope Drains:	Are all Te	emporary Diversions and Sl	ope Drains fund	ctioning properly?			
6.	6. Inlet Protection: Are ALL inlet protection devices in good working order?  Are ALL inlet filters less than 25% full and fabric unobstructed?							
7.	<ul> <li>Sediment Are ALL sediment basins/traps in good working order?</li> <li>Basins/Traps: Does sufficient capacity exist for the design stormwater event?</li> </ul>							
8.	1	Has the d	Prairie/Tree Preservation: contractor remained clear of o intrusion" areas adequate					
9.			les properly situated and mage					
10.	Borrow/Waste Sites:		l borrow and waste location ompliance with NPDES requ		se located offsite, in			
11.	Other Installations:		I other BMP installations shote in comments)	own in the plar	s properly functioning?			
Gen	eral Site Maintenance	Require	d of the Permit					
12.	<b>Tracking:</b> roa Are Sta	ıd areas t ıbilized C	om mud, sediment and deb hroughout the site? onstruction field entrances onstruction field entrances	properly locate	d?			

Item	# / BMP			YES	NO	N/A
13.	Concrete Washout Area		Are concrete washout areas adequately signed and maintained? Has all washout occurred only at designated washout locations?			
14.	Staging/Storage Areas:		ing/storage facilities free of litter, leaking containers, equipment, spills, etc?			
15.	Fuel/Chemical Storage:		s and chemicals stored only in designated locations? gnated locations free of evidence of leaks and or spills?			
16.	Previous Inspection Follow Up:		rrections from the last report been properly completed? a NPDES/ESC Deficiency Deduction been assessed?			
17.		e all changes to the signed and dated	he projects SWPPP been noted on the graphic site plan, ?			
18.	Dischare of If Yes, has	s the Illinois Envir	utants of concern been released from the project site? ronmental Protection Agency been notified within 24 hours			
	mailed	within 5 days?	ne discharge and an Incidence of Non-Compliance (ION)			
Spec	ific Instructions Related	to "No" Answei	rs From Above:			
Item	# Station or Station to Station	Practice	Comments/Actions Required		Time Rep	
Othe	r Comments:					
Addi	tional Pages (Attached A	As Needed)				
<ul> <li>☐ Outfalls / Receiving Waters</li> <li>☐ Drainage Structure/Ditch Check Locations</li> <li>☐ Additional Instructions to Contractor</li> </ul>						
If the answer to any of Items 1-16 above is "No", the contractor is hereby ordered to correct the deficiency.  Repairs and stabilization are to be completed within 24 hours of this report (or as indicated above) or the DAILY  NPDES/ESC Deficiency Deduction will be assessed for each noted deficiency until the required action is completed.						
Inspector's Signature Date/Time:						
Contractor's Signature Date/Time:						

Original: Project File cc: Contractor

Printed on: 8/4/2023 Page 2 of 2 BC 2259 (Rev. 05/15/09)



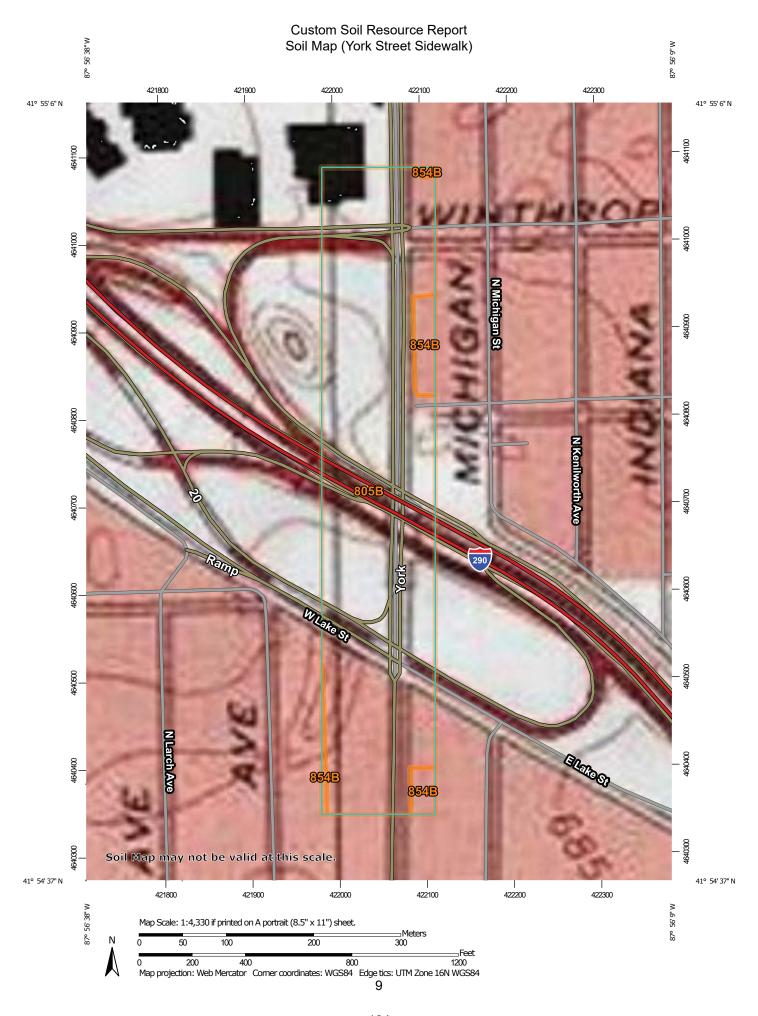
**NRCS** 

Natural Resources Conservation Service A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for DuPage County, Illinois

York Street Sidewalk





#### MAP LEGEND

#### Area of Interest (AOI)

Area of Interest (AOI)

#### Soils

Soil Survey Areas



Soil Map Unit Lines

Soil Map Unit Points

#### Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Glavelly Spot

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

+ Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

#### Ø

Sodic Spot





Very Stony Spot



Other

Special Line Features

#### **Water Features**

Δ

Streams and Canals

#### Transportation

+++

Rails

Interstate Highways

~

US Routes

 $\sim$ 

Major Roads Local Roads

#### Lood

Background

Topographic Map

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: DuPage County, Illinois Survey Area Data: Version 18, Aug 31, 2022

Soil map units are labeled (as space allows) for map scales 1:50.000 or larger.

#### Map Unit Legend (York Street Sidewalk)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
805B	Orthents, clayey, undulating	22.6	94.7%
854B	Markham-Ashkum-Beecher complex, 1 to 6 percent slopes	1.3	5.3%
Totals for Area of Interest	•	23.9	100.0%

## Map Unit Descriptions (York Street Sidewalk)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

#### Custom Soil Resource Report

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.



#### 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.

	t <b>ion Information</b> on of the source of the u	naantaminatad aai	1\		
`	50 of the source of the u 2678 (N. York Street)	ncontaminated soi	,	lumber, if available:	
	on (address, including n	umber and street):	<del></del>	, <u> </u>	
City: Elmhur	st	State: IL	Zip Code: 60126		
County: DuPage	Э	Township: Addi	son		
Lat/Long of approxir	mate center of site in de	cimal degrees (DD	.ddddd) to five decimal	places (e.g., 40.67890,	-90.12345):
Latitude: 41.91743	Longitude: -	87.93991			
(Decimal	• ,	(-Decimal Degrees	s)		
•	ong data were determin				
	Interpolation () Phot	o Interpolation (	Office Phone Number, if available:    L		
IEPA Site Number(s	s), if assigned: BOL:	0430455144	BOW:	BOA:	
Approximate Start [	Date (mm/dd/yyyy):		Approximate End D	ate (mm/dd/yyyy):	
Estimated Volume of	of debris (cu. Yd.): 10				
II. Owner/Opera	ator Information fo	r Source Site			
Site Owner			Site Operator		
Name:	Illinois Department o	of Transportation	Name:	Illinois Department o	of Transportation
Street Address:	201 W	est Center Court	Street Address:	201 W	est Center Court
PO Box:			PO Box:		
City:	Schaumburg	State: IL	City:	Carbondale	State: IL
Zip Code:	60196-1096 Phone:	847-705-4122	Zip Code:	60196-1096 Phone:	847-705-4122
Contact:	ontact: Irma Romiti-Johnson		Contact:	Irma Romiti-Johnson	
Email, if available:	Irma.Romiti-John	son@illinois.gov	Email, if available:	Irma.Romiti-John	son@illinois.gov

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: FAU 2678 (N. York Street) Latitude: 41.91743 Longitude: - 87.93991

#### **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)]:

Location 3723-02-B01 were sampled within the construction zone adjacent to ISGS #3723-2 (LA Fitness). Refer to PSI Report for ISGS #3723-2 (LA Fitness)

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 data summary table and associated laboratory data package J236877-1.

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

I, Thomas C. Campbell, 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:	WSP USA				
Street Address:	s: 115 W Washington St. Suite 1270S				
City:	Indianapolis	State: IN	Zip Code: <u>46204</u>		
Phone:	(317) 972-1706			HARLING ESSIONAL	
Thomas C. Campbell,	P.E.			THOMAS C.	
Printed Name:  Licensed Professional	Topbel Engineer or	0	Oct 2, 2023 Date:	CAMPBELL MOST	
Licensed Professional			Jule.	Expires 11/30/2023	
			P	P.E or L.P.G. Seal:	

#### AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012 Revised: April 1, 2022

Add the following Section to the Standard Specifications:

#### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

**303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement (ASI).

**303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

- **303.03 Equipment.** The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.
- **303.04 Soil Preparation.** The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department's "Subgrade Stability Manual" for the aggregate thickness specified.
- **303.05 Placing and Compacting.** The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

**303.06 Finishing and Maintenance.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

**303.07 Method of Measurement.** This work will be measured for payment according to Article 311.08.

**303.08 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

"1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI). The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
  - (1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No. Sieve Size and Percent Passing					
Grad No.	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				
Grad No.	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."

## 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	
(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)	1032

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)	
(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:

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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:

"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	
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag	1010
(f) Concrete Admixtures	1021"

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 17.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work 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.

# 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 SB/SBS PG 64-28 SE SB/SBS PG 70-22 SE SE		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"	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),			
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 GTR PG 64-28 GTR PG 76-22 GTR PG 76-22		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)		
BBR, ΔTc, 40 hrs PAV (40 hrs	-5°C min.	
continuous or 2 PAV at 20 hrs)		
Large Strain Parameter (Illinois Modified	≥ 54 %	
AASHTO T 391) DSR/LAS Fatigue		
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 3/				
30	30	30	10	
50	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 <sup>3/</sup>	
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."

# 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."

# SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

"250.07 Seeding Mixtures. The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

		TABLE 1 - SEEDING MIXTURES	
Class	- Type	Seeds	lb/acre (kg/hectare)
1	Lawn Mixture 1/	Kentucky Bluegrass Perennial Ryegrass Festuca rubra ssp. rubra (Creeping Red Fescue)	100 (110) 60 (70) 40 (50)
1A	Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass Perennial Ryegrass Festuca rubra ssp. rubra (Creeping Red Fescue) Festuca brevipilla (Hard Fescue) Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	60 (70) 20 (20) 20 (20) 20 (20) 60 (70)
1B	Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/ Perennial Ryegrass Red Top Festuca rubra ssp. rubra (Creeping Red Fescue)	150 (170) 20 (20) 10 (10) 20 (20)
2	Roadside Mixture 1/	Lolium arundinaceum (Tall Fescue) Perennial Ryegrass Festuca rubra ssp. rubra (Creeping Red Fescue) Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A	Salt Tolerant Roadside Mixture 1/	Lolium arundinaceum (Tall Fescue) Perennial Ryegrass Festuca rubra ssp. rubra (Creeping Red Fescue) Festuca brevipila (Hard Fescue) Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)
3	Northern Illinois Slope Mixture 1/	Elymus canadensis (Canada Wild Rye) 5/ Perennial Ryegrass Alsike Clover 4/ Desmanthus illinoensis (Illinois Bundleflower) 4/ 5/	5 (5) 20 (20) 5 (5) 2 (2)
		Schizachyrium scoparium (Little Bluestem) 5/ Bouteloua curtipendula (Side-Oats Grama) 5/ Puccinellia distans (Fults Saltgrass or Salty Alkaligrass) Oats, Spring Slender Wheat Grass 5/ Buffalo Grass 5/ 7/	12 (12) 10 (10) 30 (35) 50 (55) 15 (15) 5 (5)
3A	Southern Illinois Slope Mixture 1/	Perennial Ryegrass  Elymus canadensis  (Canada Wild Rye) 5/  Panicum virgatum (Switchgrass) 5/  Schizachyrium scoparium  (Little Blue Stem) 5/  Bouteloua curtipendula	20 (20) 20 (20) 10 (10) 12 (12) 10 (10)
		(Side-Oats Grama) 5/  Dalea candida  (White Prairie Clover) 4/ 5/	5 (5)
		Rudbeckia hirta (Black-Eyed Susan) 5/ Oats, Spring	5 (5) 50 (55)

Class	s – Туре	Seeds	lb/acre (kg/hectare)
4	Native Grass 2/6/	Andropogon gerardi (Big Blue Stem) 5/	4 (4)
		Schizachyrium scoparium (Little Blue Stem) 5/	5 (5)
		Bouteloua curtipendula (Side-Oats Grama) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	1 (1)
		Panicum virgatum (Switch Grass) 5/ Sorghastrum nutans (Indian Grass) 5/	1 (1) 2 (2)
		Annual Ryegrass	25 (25)
		Oats, Spring Perennial Ryegrass	25 (25) 15 (15)
4A	Low Profile Native Grass 2/6/	Schizachyrium scoparium (Little Blue Stem) 5/	5 (5)
		Boùteloua curtipendula (Side-Oats Grama) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	1 (1)
		Sporobolus heterolepis (Prairie Dropseed) 5/	0.5 (0.5)
		Annual Ryegrass	25 (25)
		Oats, Spring Perennial Ryegrass	25 (25) 15 (15)
4B	Wetland Grass and	Annual Ryegrass	25 (25)
	Sedge Mixture 2/ 6/	Oats, Spring Wetland Grasses (species below) 5/	25 (25) 6 (6)
	Species:	ndensis (Blue Joint Grass)	<u>% By Weight</u> 12
	Carex lacustris (Lak		6
	Carex slipata (Awl-F	Fruited Sedge)	6
	Carex stricta (Tusso Carex vulpinoidea (I		6 6
	Eleocharis aciculari	s (Needle Spike Rush)	3
	Eleocharis obtusa (I		3
	Glyceria striata (Fov Juncus effusus (Cor		14 6
Juncus tenuis (Slender Rush)			6
	Juncus torreyi (Torre	6	
	Leersia oryzoides (F	Rice Cut Grass) d-Stemmed Bulrush)	10 3
	Scirpus atrovirens (1		3
	Bolboschoenus fluv	iatilis (River Bulrush)	3
	Schoenoplectus tab Spartina pectinata (	nernaemontani (Softstem Bulrush)	3 4
	Spariiria pecilifata (	4	

Clas	ss – Type	Seeds	lb/acre (kg/hectare)	
5	Forb with Annuals Mixture 2/ 5/ 6/	Annuals Mixture (Below) Forb Mixture (Below)	1 (1) 10 (10)	
	A 1 NA' 1 NA' 1			

Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:

Coreopsis lanceolata (Sand Coreopsis) Leucanthemum maximum (Shasta Daisy) Gaillardia pulchella (Blanket Flower) Ratibida columnifera (Prairie Coneflower) Rudbeckia hirta (Black-Eyed Susan)

Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:

Amorpha canescens (Lead Plant) 4/ Anemone cylindrica (Thimble Weed) Asclepias tuberosa (Butterfly Weed) Aster azureus (Sky Blue Aster) Symphyotrichum leave (Smooth Aster) Aster novae-angliae (New England Aster) Baptisia leucantha (White Wild Indigo) 4/

Coreopsis palmata (Prairie Coreopsis)
Echinacea pallida (Pale Purple Coneflower)

Eryngium yuccifolium (Rattlesnake Master)

Helianthus mollis (Downy Sunflower) Heliopsis helianthoides (Ox-Eye)

Liatris aspera (Rough Blazing Star)

Liatris pycnostachya (Prairie Blazing Star)

Monarda fistulosa (Prairie Bergamot)
Parthenium integrifolium (Wild Quinine)

Dalea candida (White Prairie Clover) 4/

Dalea purpurea (Purple Prairie Clover) 4/

Physostegia virginiana (False Dragonhead) Potentilla arguta (Prairie Cinquefoil)

Ratibida pinnata (Yellow Coneflower)

Rudbeckia subtomentosa (Fragrant Coneflower)

Silphium laciniatum (Compass Plant) Silphium terebinthinaceum (Prairie Dock)

Oligoneuron rigidum (Rigid Goldenrod)

Tradescantia ohiensis (Spiderwort)

Veronicastrum virginicum (Culver's Root)

Class -	– Туре	Seeds	lb/acre (kg/hectare)
5A	Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	Species: Aster novae-angliae (New Echinacea pallida (Pale Pi Helianthus mollis (Downy Heliopsis helianthoides (O Liatris pycnostachya (Prai Ratibida pinnata (Yellow C Rudbeckia hirta (Black-Ey Silphium laciniatum (Com	urple Coneflower) Sunflower) x-Eye) rie Blazing Star) Coneflower) ed Susan)	% By Weight 5 10 10 10 10 5 10 10 10
	Silphium terebinthinaceun Oligoneuron rigidum (Rigid	(Prairie Dock)	20 10
5B	Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	Species: Acorus calamus (Sweet Fl Angelica atropurpurea (An Asclepias incarnata (Swar Aster puniceus (Purple Ste Bidens cernua (Beggartick Eutrochium maculatum (S Eupatorium perfoliatum (B Helenium autumnale (Autu Iris virginica shrevei (Blue Lobelia cardinalis (Cardina Lobelia siphilitica (Great B Lythrum alatum (Winged L Physostegia virginiana (Fa Persicaria pensylvanica (Fa Persicaria lapathifolia (Cur Pychanthemum virginianu Rudbeckia laciniata (Cut-le Oligoneuron riddellii (Ridd Sparganium eurycarpum (	gelica) np Milkweed) emmed Aster) ss) potted Joe Pye Weed) oneset) umn Sneeze Weed) Flag Iris) al Flower) lue Lobelia) .oosestrife) alse Dragonhead) Pennsylvania Smartweed) elytop Knotweed) m (Mountain Mint) eaf Coneflower) ell Goldenrod)	% By Weight 3 6 2 10 7 7 2 2 5 5 10 10 10 5 5 2 5
6	Conservation Mixture 2/ 6/	Schizachyrium scoparium (Little Blue Stem) 5/ Elymus canadensis (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring	5 (5) 2 (2) 5 (5) 15 (15) 48 (55)
6A	Salt Tolerant Conservation Mixture 2/6/	Schizachyrium scoparium (Little Blue Stem) 5/ Elymus canadensis (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)
7	Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring	50 (55) 64 (70)

#### Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO<sub>3</sub> to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

# 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 <sub>L</sub>		
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 \_1\_. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

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

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

<u>Method of Measurement</u>. 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."

#### 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  $\underline{29\ CFR\ part\ 1}$  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 lowertier 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 EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 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.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- 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.