# 126

Letting March 9, 2018

## Notice to Bidders, Specifications and Proposal



Springfield, Illinois 62764

Contract No. 61E49
MCHENRY County
Section 16-00090-01-BR (Algonquin)
Route MAIN STREET
Project 7KH9-868 ()
District 1 Construction Funds

Prepared by

Checked 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 10:00 a.m. March 9, 2018 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. 61E49
MCHENRY County
Section 16-00090-01-BR (Algonquin)
Project 7KH9-868 ()
Route MAIN STREET
District 1 Construction Funds

Replace the bridge carrying Main Street over Crystal Creek in the Village of Algonquin.

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

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary

#### CONTRACT 61E49

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2018

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-18)

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#### CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

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

#### RECURRING SPECIAL PROVISIONS

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

#### LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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#### **BDE SPECIAL PROVISIONS**

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

	<u>File</u> Name	<u>Pg.</u>	Special Provision Title	<b>Effective</b>	Revised
=	80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
	80382	101	X Adjusting Frames and Grates	April 1, 2017	,
	80274		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192		Automated Flagger Assistance Device	Jan. 1, 2008	
	80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80241		Bridge Demolition Debris	July 1, 2009	
	5026I		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5048I		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5049I		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80366		Butt Joints	July 1, 2016	
	80386		Calcium Aluminate Cement for Class PP-5 Concrete Patching	Nov. 1, 2017	
*	80396		Class A and B Patching	Jan. 1, 2018	
	80384	103	X Compensable Delay Costs	June 2, 2017	
	80198		Completion Date (via calendar days)	April 1, 2008	
	80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	1 1 4 0040
	80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
	80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80277		Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
	80261	107	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80387		Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
	80029	110	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2016
*	80378		Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
	80388	121	X Equipment Parking and Storage	Nov. 1, 2017	
	80229		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80304	400	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
*	80246	122	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
	80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits - Jobsite Sampling	Nov. 1, 2014	Jan. 1, 2018
	80383		Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	Nov. 1, 2017
	80376		Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
*	80392	123	X Lights on Barricades	Jan. 1, 2018	
	80336		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
*	80393	125	X Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	
4	80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
^	80394		Metal Flared End Section for Pipe Culverts	Jan. 1, 2018	1 4 0040
	80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
	80349	407	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
*	80371	127	X Pavement Marking Removal	July 1, 2016	
	80390	128	X Payments to Subcontractors	Nov. 2, 2017	April 1 2017
	80377 80389	129 130	X   Portable Changeable Message Signs	Nov. 1, 2016	April 1, 2017
	80359	131		Nov. 1, 2017	Nov. 1, 2017
	80385	133	X   Portland Cement Concrete Bridge Deck Curing   X   Portland Cement Concrete Sidewalk	April 1, 2015 Aug. 1, 2017	Nov. 1, 2017
	80300	133	Preformed Plastic Pavement Marking Type D - Inlaid	Aug. 1, 2017 April 1, 2012	April 1, 2016
	80328	134	X Progress Payments	Nov. 2, 2013	<b>Αριιι Ι, ∠</b> 010
	3426I	134	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	Jan. 1, 2000
	00101		Trainioud Frotoctive Elability Insulative (5 and 10)	Jan. 1, 2000	

	<u>File</u> Name	<u>Pg.</u>	Special Provision Title	<u>Effective</u>	Revised
*	80306		Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2018
*	80395		Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
	80340		Speed Display Trailer	April 2, 2014	Jan. 1, 2017
	80127		Steel Cost Adjustment	April 2, 2014	Aug. 1, 2017
*	80391	135	X Subcontractor Mobilization Payments	Nov. 2, 2017	
	80317		Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
	80298		Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".)	April 1, 2012	April 1, 2017
	20338	136	X Training Special Provision	Oct. 15, 1975	
*	80318		Traversable Pipe Grate for Concrete End Sections (Note: This special provision was previously named "Traversable Pipe Grate".)	Jan. 1, 2013	Jan. 1, 2018
	80288	139	X Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
	80302	141	X Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
	80071	142	X Working Days	Jan. 1, 2002	

The following special provisions are in the 2018 Supplemental Specifications and Recurring Special Provisions.

<u>File</u>	<b>Special Provision Title</b>	<b>New Location</b>	<b>Effective</b>	Revised
<u>Name</u>				
80368	Light Tower	Article 1069.08	July 1, 2016	
80369	Mast Arm Assembly and Pole	Article 1077.03(a)(1)	July 1, 2016	
80338	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	Recurring CS #35	April 1, 2014	April 1, 2016
80379	Steel Plate Beam Guardrail	Articles 630.02, 630.05, 630.06, and 630.08	Jan. 1, 2017	
80381	Traffic Barrier Terminal, Type 1 Special	Article 631.04	Jan. 1, 2017	
80380	Tubular Markers	Articles 701.03, 701.15, 701.18, and 1106.02	Jan. 1, 2017	

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

Effective as of the: January 19, 2018 Letting

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

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

LIST ANY ADDITIONAL SPECI	IAL PROVISIONS BELOW	

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

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

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

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

#### **STATE OF ILLINOIS**

#### **SPECIAL PROVISIONS**

The following Special Provisions supplement the specifications listed in the table below which apply to and govern the proposed improvement designated as Section 16-00090-01-BR, Contract Number 61E49 and 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	April 1, 2016
Manual on Uniform Traffic Control Devices for Streets and Highways	2009 Edition with Revisions 1 and 2
Illinois Manual On Uniform Traffic Control Devices for Streets and Highways" (ILMUTCD)	Current Edition
Supplemental Specifications and Recurring Special Provisions (indicated on the Check Sheet included herein)	January 1, 2018
Manual of Test Procedure of Materials	Current
Standard Specifications for Water & Sewer Main Construction in Illinois	7 <sup>th</sup> Edition, 2014

#### LOCATION OF IMPROVEMENT

South Main Street is located in the Village of Algonquin, McHenry County. The improvement on Main Street begins 500' northeast of the centerline of Washington Street and ends 160' southwest of the centerline of Algonquin Road (IL Rte. 62). The total net and gross length 139' (0.03 mi.).

#### **DESCRIPTION OF IMPROVEMENT**

The work consists of the removal of the existing bridge structure and constructing a new concrete structure bridge with precast prestressed concrete deck beams, a decorative illuminated arch, concrete columns and pergola system, associated HMA surface removal and resurfacing, earth excavation, temporary erosion control, lighting, pavement marking, channel excavation, temporary cofferdams, combination concrete curb and gutter removal and replacement, sidewalk replacement, as well as all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

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

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

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

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

#### HMA MIXTURE DESIGN REQUIREMENTS (D-1)

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

#### 1) Design Composition and Volumetric Requirements

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

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

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

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

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

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

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

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

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

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

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

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

"High ESAL	IL-19.0 binder;
	IL-9.5 surface; IL-4.75; SMA-12.5,
	SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface;
	Stabilized Subbase (HMA) <sup>1/</sup> ;
	HMA Shoulders <sup>2/</sup>

- 1/ Uses 19.0L binder mix.
- 2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

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

"1030.02 Materials. Materials shall be according to the following.

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

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

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

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

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

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

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

High ESAL, MIXTURE COMPOSITION (% PASSING) 1/										
Sieve Size	IL-19.0 mm		SMA <sup>4/</sup> IL-12.5 mm		SMA <sup>4/</sup> IL-9.5 mm		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 <sup>5/</sup>	16	325/	34 <sup>6/</sup>	52 <sup>2/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 3/	7.5	9.5 3/	4	6	7	9 3/
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20  $\mu$ m) sieve shall be  $\leq$  3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

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

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

	VOLUMETRIC REQUIREMENTS High ESAL					
	Voids in	the Mineral Ag	gregate	Voids Filled		
		(VMA),		with Asphalt		
		% minimum		Binder		
Ndesign			IL-4.75 <sup>1/</sup>	(VFA),		
	IL-19.0	%				
50		65 – 78 <sup>2/</sup>				
70	13.5	65 - 75				
90	10.0	15.0		05 - 75		

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

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

"(3) SMA Mixtures.

Volumetric Requirements SMA <sup>1/</sup>						
Ndesign Design Air Voids Voids in the Voids Fille With Asph Aggregate (VFA), %						
80 <sup>4</sup> / 3.5 16.0 <sup>3</sup> / 75 - 83						

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.

4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

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

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

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

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

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

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

#### 2) Design Verification and Production

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

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

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

(1)Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in.

(12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements <sup>1/</sup>

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

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

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

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

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

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

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

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

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production

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

#### Method of Measurement:

meeting the criteria"

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>."

#### Basis of Payment.

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

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

#### **MAINTENANCE OF ROADWAYS**

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

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

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

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

Effective: June 1, 2016

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

#### UTILITIES TO BE ADJUSTED

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

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Stage 1/East side of bridge	Utility conduit	Existing conduit attached under existing bridge deck	AT&T	Existing conduit to be supported during construction and attached to side of proposed bridge deck – 5 days total installation
Stage 1/East side of bridge	Lighting conduit	Existing conduit attached to edge of existing bridge deck	Village	Existing conduit to be supported during construction and attached to side of proposed bridge deck – 5 days total installation

**Stage 1: 10 Days Total Installation** 

#### <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 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Existing Bridge Location	Existing Water Main and Sanitary		Village	Watch and Protect

#### Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Existing Bridge Location	Existing Water Main and Sanitary		Village	Watch and Protect

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
AT&T (Distribution)	Steve Larson	1000 Commerce Drive, Floor 1 Oak Brook, IL 60523	630-573- 5450	g11629@att.com
McHenry County Division of Transportation	Walter Dittrich	16111 Nelson Road Woodstock, IL 60098	815-334- 4980	
Comcast	Martha Gieras	688 Industrial Drive Elmhurst, IL 60126	630-600- 6352	Martha_Gieras@cable.comcast.com
Com Ed	Rick Seidel	2 Lincoln Center Oakbrook Terrace, IL 60181-4260		Richard.Seidel@comed.com
Nicor Gas	Bruce Koppang	1844 Ferry Road Naperville, IL 60563	630-388- 3046	bkoppan@aglresources.com
WOW Internet & Cable  Agency/Company R	Paul Flinkow esponsible to R	1674 Frontenac Road Naperville, IL 60563 esolve Conflict	630-536- 3139	Paul.Flinkow@wowinc.com

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

for

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

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

AVAILABLE REPORTS
□ No project specific reports were prepared.
When applicable, the following checked reports and record information is available Bidders' reference upon request:
<ul> <li>□ Record structural plans</li> <li>□ Preliminary Site Investigation (PSI)</li> <li>□ Preliminary Environmental Site Assessment (PESA)</li> <li>□ Soils/Geotechnical Report</li> <li>□ Boring Logs</li> <li>□ Pavement Cores</li> <li>□ Location Drainage Study (LDS)</li> <li>□ Hydraulic Report</li> <li>□ Noise Analysis</li> <li>□ Other:</li> </ul>
Those seeking these reports should request access from: Shawn Hurtig, Project Manager Village of Algonquin Public Works

110 Meyer Dr., Algonquin, IL 60102 847-658-2700 x 4403

#### **CONTRACTOR COOPERATION**

The intent of this provision is to inform the Contractor that the Village is aware of an adjacent roadway construction project that is currently scheduled during the same time period as this contract.

Main Street Streetscape Stage A1
Plans by: Christopher B. Burke Engineering, Ltd.
Anticipated January 2018 construction start

The Contractor is to cooperate with this adjacent locally funded roadway construction project and associated Maintenance of Traffic in accordance with Section 105.08 of the Standard Specifications and may be required to modify his/her staging operations in order to meet these requirements.

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

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

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

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

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

#### DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

<u>Description.</u> This work shall consist of adjusting catch basins, manholes, inlets, water valve vaults, fire hydrants, fire hydrant valve boxes, or water service boxes to grade with their existing frame and grate or with a new frame and grate as specified in the plans and in accordance with Section 602 of the Standard Specifications and as specified herein.

All catch basins, inlets and open-lid manholes in the pavement as well as all sanitary manholes require a chimney seal. Chimney seals are to be Canusa Rapid Seal Type ANS or approved equal to capture 4" of frame, all rings, and 4" of barrel section. All manholes in the roadway and parkway shall be set in place with one of the following Butyle Rubber Joint Sealants: Concrete Products Supply Co. – EZ Stik 8 or Hamilton-Kent Gasket Co. – Kent Seal; all flat top structures shall have a 4" cast ring (to be included in the cost of this item if structure is existing or in the cost of the specified proposed structure for new structures).

<u>Method of Measurement and Basis of Payment.</u> This work will be measured and paid for at the contract unit price per EACH for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED. The word STRUCTURES shall be understood to mean catch basins, manholes, inlets, water valve vaults, fire hydrant auxiliary valve boxes, or water service boxes inclusive as shown in the plans.

#### **VALVE VAULTS TO BE REMOVED**

<u>Description.</u> This work shall consist of removing water valve vaults as specified in the plans and in accordance with Section 602 of the Standard Specifications and as specified herein.

The area will be backfilled with trench backfill to the elevation of the bottom of the proposed subgrade.

<u>Method of Measurement and Basis of Payment.</u> This work will be measured and paid for at the contract unit price per EACH for VAULVE VAULT TO BE REMOVED, which price shall include all equipment, materials, disposal, backfilling, and labor to complete the work as specified.

#### CATCH BASINS AND MANHOLES

#### Description.

This work shall consist of constructing catch basins and manholes of the size indicated on the plans, together with the necessary cast iron frames and lids, in accordance with Section 602 of the "STANDARD SPECIFICATIONS for Road and Bridge Construction", except as specified herein. IDOT Standard manholes may be used where applicable. It is the Contractor's option to use precast manholes or cast-in-place to perform this work.

Closed lids for storm sewer manholes shall have the word "STORM" cast into them. All manholes in the roadway shall receive East Jordan 1050Z1 Iron. All structures shall receive rubber adjusting rings and chimney seal. All structures in the curbline shall receive East Jordan 7010 Iron.

The CONTRACTOR is responsible for tying in all existing storm sewers to the proposed structure. Up to 15 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered incidental to this pay item. The CONTRACTOR shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the CONTRACTOR at no cost to the Owner. Existing pipe can be re-used only with approval of the Engineer. If dissimilar pipes are necessary to make the connection, a non-shear rubber coupling must be used at no additional cost. In addition, the CONTRACTOR will be responsible for determining which structures require precast concrete flat slab tops in accordance with Standard Drawing 502601. Flat slab tops will only be allowed where a conical section cannot be installed due to a lack of clearance.

When connecting to an existing sewer main by means other than an existing "Y", "T", or an existing manhole, one of the following methods shall be used:

- 1. Using pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fittings. Use "band-seal" couplings or similar couplings, and non-shear rings and clamps to fasten the inserted fittings and hold it firmly in place. Mission couplings shall have the length of boot approximately equal to the pipe diameter. Follow manufacturer's recommendations for the installation. No cut-in connection, made by breaking or cutting a hole in the main and inserting the spigot end of an ordinary sewer pipe shall be permitted.
- 2. Circular, saw-cut of sewer main with proper tools ("Shewer-tap" machine or similar) and proper installation of hub-"Y" saddle or hub-"T" saddle, in accordance with manufacturer's recommendations. This method shall only be allowed for pipe sizes over 12 inches in diameter. All must be encased in

concrete flowable fill.

#### Basis of Payment.

This work will be measured and paid for at the contract unit price per EACH for MANHOLES or CATCH BASINS, of the diameter, type, and frame and grate specified, which price shall include all equipment, materials, and labor to complete the work as specified.

#### **EMBANKMENT II**

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

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

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

#### CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

#### **EROSION CONTROL BLANKET**

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 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. 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. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine stands to form an approximate 0.50 x 1.0 (1.27 x 2.54 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.

Short-term photodegradable erosion control blanket will not be allowed.

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 in (15.24 cm) in length. No metal wire stakes will be allowed.

**Method of Measurement.** This work will be measured for payment per square yard.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET at the contract unit price per square yard.

#### FOUNDATION REMOVAL

<u>Description</u>. This work shall be according to Section 202 of the Standard Specifications except for the following.

<u>Construction Requirements</u>. The existing foundation of the demolished building at 101 S. Main Street will be removed where it conflicts with the construction of the proposed bridge and wingwall. The existing foundation will be removed a depth of at least 1' below the proposed grade.

<u>Basis of Payment.</u> This work will be paid for by CUBIC YARD for FOUNDATION REMOVAL, which price shall include all equipment, materials, disposal, and labor to complete the work as specified.

#### AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012

Revised: April 1, 2016

Add the following Section to the Standard Specifications:

#### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

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

**303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3)	1031

- Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of  $\pm$  2.0 percent of the actual quantity of material delivered.
- **303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).

- **303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.
- **303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.
- **303.08 Finishing and Maintenance of Aggregate Subgrade Improvement.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.
- **303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

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

(1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

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

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

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

#### **TEMPORARY INFORMATION SIGNING**

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

#### Description.

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

#### Materials.

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

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

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

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

#### **GENERAL CONSTRUCTION REQUIREMENTS**

#### Installation.

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

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

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

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

#### Method of Measurement.

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

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

#### Basis of Payment.

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

#### TRAFFIC CONTROL PLAN

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

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

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

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

<u>STANDARDS</u>: 701006-05, 701311-03, 701501-06, 701502-07, 701701-10, 701801-06, 701901-07, 704001-08, 782006

<u>DETAILS</u>: TC-10 – TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS INTERSECTIONS AND DRIVEWAYS, TC-13 – DISTRICT ONE TYPICAL PAVEMENT MARKERS, TC-21 – DETOUR SIGNING FOR CLOSING A STATE HIGHWAY, TC-22 – ARTERIAL ROAD INFORMATION SIGN,

#### SPECIAL PROVISIONS:

MAINTENANCE OF ROADWAYS
PUBLIC CONVENIENCE AND SAFETY (D1)
TEMPORARY INFORMATION SIGNING
EQUIPMENT PARKING AND STORAGE (BDE)
LIGHTS ON BARRICADES (BDE)
PAVEMENT MARKING REMOVAL (BDE)
PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)
TEMPORARY PAVEMENT MARKING (BDE)
CONTRACTOR COOPERATION

## TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

Effective: February 1, 1996 Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except Traffic Control and Protection (Expressways)) and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

<u>Basis of Payment</u>: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

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

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

Revise Section 1031 of the Standard Specifications to read:

## "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP

stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

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

Before extraction, each field sample of FRAP, shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample

according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

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

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

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

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

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

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

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

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

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

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

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

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

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is

removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

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

1/ Based on washed extraction.

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

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

#### 1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

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

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

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

- (a) FRAP. The use of FRAP in HMA shall be as follows.
  - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
  - (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous

and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.

- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

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

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

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

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

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

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

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

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

- Accumulated mixture tonnage.
- k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))
- (2) Batch Plants.
  - a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - f. RAS and FRAP weight to the nearest pound (kilogram).
  - g. Virgin asphalt binder weight to the nearest pound (kilogram).
  - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

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

#### PILE EXTRACTION

Description: This item consists of furnishing all labor, equipment and materials necessary for the extraction and disposal of piles at locations shown on the plans, or as required based on field conditions as directed by the Engineer.

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 noise control.

The Contractor shall submit a list of equipment and methods he proposes to use for the removal and disposal of the existing piles to the Engineer of review.

All materials removed under this item shall become the property of the Contractor and shall be disposed of by the Contractor according to Article 202.03 of the Standard Specifications.

Prior to commencing work under this item, the Contractor shall verify the location of existing utilities and adjacent facilities. Extraction of the pile shall be executed in such a manner so as not to cause any settlement or damage to existing utilities and/or adjacent facilities. Any damage to existing utilities and/or adjacent facilities shall be repaired at the Contractor's expense.

All excavation required for satisfactory completion of this work shall be included in the cost of this item.

All piles shall be extracted to their full lengths and any hole left shall be filled with dry fine aggregate according to Section 1003 of the Standard Specifications.

Method of Measurement: Pile extraction will be measured per each pile extracted. Basis of Payment: This work will be paid for at the contract unit price each for PILE EXTRACTION, which price shall be payment in full to complete the work as herein specified, as shown in the plans, or as specified by the Engineer.

## PUBLIC CONVENIENCE AND SAFETY (DIST 1)

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

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

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

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

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

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

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

## **FRICTION AGGREGATE (D-1)**

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

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

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

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

Use	Mixture	Aggregates Allowed	
Class A	Seal or Cover	Allowed Alone or in Combination <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		
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Combination <sup>5/</sup> :  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 High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Combination 5/:  Crushed Gravel Carbonate Crushed Stone (other than Limestone)2/ Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag4/ Crushed Concrete3/  Other Combinations Allowed:  Up to  25% Limestone  Dolomite  50% Limestone  Any Mixture D aggregate other than Dolomite  75% Limestone  Crushed Slag (ACBF) or Crushed		
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Combination 5/6/:  Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.  Other Combinations Allowed:		

Use	Mixture	Aggregates Allowed	
		Up to	With
		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> or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA	F Surface	Allowed Alone or in C	Combination <sup>5/6/</sup> :
High ESAL	IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		Other Combinations Allowed:	
		Up to	With
		50% Crushed Gravel <sup>2/</sup> , Crushed Concrete <sup>3/</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. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.

- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

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

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

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

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

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

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

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

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

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of  $\pm$  0.40 percent."

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

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

Add the following note to 1030.02 of the Standard Specifications:

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

#### **DEWATERING**

#### Description.

This work shall consist of providing labor, tools, equipment, and materials necessary for dewatering (regardless of the water source) all work areas to relatively dry conditions as determined by the Engineer and maintain suitable working conditions and sediment control so that the improvements are constructed in the dry. The dewatering shall be as needed to maintain relatively dry conditions for events up to the 2-Yr storm event whenever work area is not stabilized.

For stream water information see the website http://maps.waterdata.usgs.gov/mapper/index.html?state=il

**Products.** Contractor shall be responsible for the choice of the product(s) and equipment as well as "means and methods" for the Site Dewatering Work to be performed subject to the review of the Engineer. All products and "means and methods" selected shall be adequate for the intended use/application. Engineer's review does not relieve the Contractor from compliance with the requirements of the Standard Specifications and the requirements of this special provision.

**Submittals.** Contractor shall submit to Engineer for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including sediment and erosion control procedures using Best Management Practices. Engineer's review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the Owner for same.

#### Best Management Practices are anticipated (but not limited to) to include:

Sump Pit

Pumps, Hoses, Etc.

Point Source Discharge Protection (Rip Rap with Vegetative Buffer, Etc)

**Ditch Checks** 

Geotextile Fabric

**Dewatering Filter Bags** 

Removal and proper disposal of all BMP's and sediment associated with dewatering Additional erosion and sediment control BMP's as per Engineer's direction Noise abatement.

**Responsibility.** The Contractor shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as "means and methods" of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations and these Specifications. All product(s), equipment and "means and methods" selected shall be adequate for the intended use/application. Review by Engineer does not relieve Contractor from compliance with the requirements specified herein.

**General Requirements.** The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, with adequate protection at the pump discharge shall be provided by the Contractor, subject to review by the Engineer. The Contractor shall ensure that downstream water quality shall not be impaired. Contractor shall position pumps/generators as far away from private residences as possible and outside the creek bank top. The Contractor shall provide noise abatement as directed by the Engineer. Electric pumps are highly encouraged.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water (including ground water, ditch water, storm sewer water, storm runoff, and water generated from Contractor's activities) entering any excavation or any other parts of the Work.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent waterways, adjacent property or streets or to other work under construction. Water shall be discharged with adequate erosion and sediment control protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water shall be discharged into storm sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the Contractor. The Contractor is responsible for providing any and all labor, materials and equipment needed for the DEWATERING in order to meet the scheduled completion of the project.

Cost of dewatering work zone after storm events is included in the cost of this item.

Contractor may propose other means/methods for controlling sediment and minimizing construction duration.

**Bypass Pumping.** Bypass pumping to keep the work areas relatively dry, shall meet the above requirements. The cost of this work is included in the cost of DEWATERING.

#### Requirements - Sediment Filter Bags.

- A. Sediment filter bags to be sized based on volume of water being pumped and quantity and type of sediment.
- B. Multiple discharges into a single bag are not permitted.
- C. Sediment filter bag shall be oriented to direct flow away from construction area and discharge filtered water into approved manhole or other receiving area.
- D. Sediment filter bag shall be replaced when it becomes ½ full of sediment or when the sediment has reduced discharge flow rate below the design requirements.
- E. Place straps, cross chains, pallets or other lifting device under the sediment filter bag for ease of replacement.

**Materials – Sediment Filter Bags.** The filter bags shall be made from a nonwoven, needle punched, polypropylene geotextile that meets the following values:

Weight - Typical	ASTM D-5261	8 oz/sy
Tensile Strength	ASTM D-4632	205 lbs
Elongation @ Break	ASTM D-4632	50%
Mullen Burst*	ASTM D-3786	350 psi
Puncture Strength*	ASTM D-4833	120 lbs
CBR Puncture	ASTM D-6241	535 lbs
Trapezoidal Tear	ASTM D-4533	85 lbs
Apparent Opening Size	ASTM D-4751	80 US Sieve
Permittivity	ASTM D-4491	1.35 Sec-1
Water Flow Rate	ASTM D-4491	90 g/min/sf
UV Resistance @ 500 Hours	ASTM D-4355	70%

**Method of Measurement.** This work will be measured for payment per lump sum.

**Basis of Payment.** This work will be measured and paid for at the contract unit price per lump sum for DEWATERING, regardless of the number of areas that require dewatering.

#### COFFERDAMS (SPECIAL)

**Description.** This work shall consist of installing, maintaining and removing a temporary rock cofferdam that closes the work zone from the creek water. The temporary rock cofferdam must be maintained as to allow the contractor to work "in the dry" and to control sediment. The cofferdam shall protect the site as required by the Project Permits, approved shop drawings, the special provision and plans, and as directed by the Engineer.

The cofferdams shall be designed, constructed and removed with the Engineer's approval.

**Materials.** Cofferdams must be constructed of non-erodible materials such as stone, metal, geosynthetics, or other products as approved by the responsible reviewing authority. The cofferdam materials shall be free of potential pollutants such as soil, silt, sand, clay, grease, or oil. Any substance used to assemble or maintain

cofferdams shall be nontoxic and non-hazardous. Any material used to minimize seepage underneath diversion structures, such as grout, shall be non-toxic, non-hazardous, and as close to neutral pH (7) as possible.

The exterior of vehicles and equipment that will be within the coffered area shall be maintained free of grease, oil, fuel, and residues.

Cofferdam overflow height shall be 6 inches above NWL.

**Construction Requirements.** Stationary equipment such as motors, pumps, etc. located within the work area or adjacent to a water body shall be positioned over drip pans or other confinement area. All equipment shall be stored outside of the floodplain when not in use to avoid inundation during a high water event.

Dewatering shall be as specified below and included in the cost of this item.

Bypass pumping shall be as specified in the below and included in the cost of this item.

Contractor shall restore ground to the satisfaction of the Engineer and included in the cost of this item.

Excavated material or spoils resulting from the activity shall be removed from the coffered area as soon as possible and shall not remain overnight.

Place the impermeable barrier on the bottom of the water feature. The barrier should extend out past the edge of the future cofferdam a sufficient length so that it can be pulled back over the rip rap after it has been installed. This will create a seamless barrier on the water side with the opening seam on the work area side. After the barrier is pulled over the rip rap, it will likely be necessary to hold the impermeable barrier in place with rip rap or sandbags.

Contractor shall size rip rap appropriately to ensure that the cofferdam is able to withstand design flows.

Because the potential for washout is high, the Contractor shall monitor the cofferdam daily and must not be left unattended for longer than 24 hours. Weather reports should be observed. If a storm event is expected, the site shall be stabilized in preparation as appropriate. All repairs shall be made immediately to prevent further damage to the installation.

Contractor shall regularly inspect cofferdams for leaks or other deficiencies. Sandbags used within the cofferdam, if applicable, must be removed by hand to prevent

breakage. All disturbed soil within the coffered area shall be returned to original condition with all possible efforts made to retain the existing soil profile prior to the removal of the dams.

**Shop Drawings.** Prior to scheduling any work within the water, the Contractor shall receive Engineer's review on the following Contractor submitted items.

- 1. Construction sequencing schedule with anticipated dates of work.
- 2. Sketch showing location of cofferdam, cofferdam effective retaining height above Normal Water Level, location of dewatering pumps, and erosion\sediment control measures needed to construct the proposed improvements within and adjacent to the cofferdam.

**Method of Measurement and Basis of Payment.** This work will be paid for at the contract unit price per EACH for COFFERDAMS, (SPECIAL), which price shall include all equipment, material, and labor to complete the work as specified to clear and remove all vegetation.

#### **PERGOLA**

**Description.** This work shall consist of fabricating, furnishing, erecting and painting a steel pergola in accordance with Section 505 of the Standard Specifications and as shown on the plans and specified herein.

**Fabrication and Erection:** Fabrication and erection of structural steel shall be in accordance with Section 505 of the Standard Specifications and the latest edition of the AISC "code of standard practice for steel buildings and bridges". Fabrication must coordinate with electrical contractors to provide any required openings, plates, supports, etc. for the CANOPY LIGHTING SYSTEM.

Unless otherwise shown on the drawings all bolted connections shall be made with 3/4" diameter ASTM A325 stainless steel bolts and shall be snug tightened (ASTM A325 N).

Welded connections shall be in accordance with the latest edition of ANSI/AWS D1.1 structural welding code, made with e70xx electrodes and performed by certified welders.

**Material.** All hot rolled shapes shall conform to ASTM A36. All anchor rods shall conform to either ASTM F1554 (Gr. 55) with weldability supplement S1 or ASTM A36. All square and rectangular hollow structural sections (HSS) shall conform to ASTM A500 grade B, Fy=46 ksi.

All structural steel shall be powder coated shop painted. Owner to approve color and paint manufacturer.

The Contractor shall submit shop drawings with all with all connection details for review prior to ordering material and beginning fabrication.

**Method and Measurement and Basis of Payment.** This work will not be measured but shall be paid for at the lump sum contract unit price for PERGOLA, which work will include all labor, material and equipment to construct the pergola including all connections base plates, bolts and lighting accommodations.

## **DECORATIVE STEEL RAILING**

**Description.** This work shall consist of fabricating, furnishing, erecting and painting steel railing in accordance with Section 509 of the Standard Specifications and as specified herein.

**Fabrication and Erection:** Fabrication and erection of structural steel shall be according to Section 509 of the Standard Specifications and according to details shown on the plans. The rail posts and pickets shall be vertical and the top of the railing shall be parallel to grade line.

Welded connections shall be in accordance with the latest edition of ANSI/AWS D1.1 structural welding code, made with E70xx electrodes and performed by certified welders.

The Contractor shall submit shop drawing to the Engineer according to Article 505.03 before fabrication.

**Material.** All hot rolled shapes shall conform to ASTM A36. All anchor rods shall conform to either ASTM F1554 (Gr. 55) with weldability supplement S1 or ASTM A36. All square and rectangular hollow structural sections (HSS) shall conform to ASTM A500 grade b, Fy=46 ksi.

All structural steel shall be powder coated shop painted. Owner to approve color and paint manufacturer.

**Method and Measurement and Basis of Payment.** This work will not be measured for payment in place in feet. The length measured will be the overall length along the top longitudinal railing member through all posts and gaps. This work will be paid for at the contract unit price per FOOT for DECORATIVE STEEL RAILING, which work will include all labor and material.

#### MASONRY COLUMN AND ARCHITECHTURAL PEDESTAL

**Description.** This work shall consist of furnishing, fabricating, transporting, and constructing Masonry Columns or Architectural Pedestals as shown on the plans or as directed by the Engineer. Work shall include preparation of shop drawings, samples, fabrication, placement, all anchoring hardware, mortar, caulk, concrete, reinforcement, and all materials, labor, and equipment required to complete this work. Structures shall be constructed with cast in place concrete cores in accordance with Section 503 of the Standard Specifications. All precast features shall be constructed in accordance with Section 504 of the Standard Specifications and as specified herein.

#### **Architectural Precast Items:**

**Shop drawings**. Prepared by the Contractor showing complete information concerning the Limestone Masonry Cap, Precast Copping, Limestone Sphere, and any other precast elements. Indicate member dimensions and cross-section, reinforcement, anchors bolts and all additional details.

**Samples.** The Contractor shall submit samples of color options and texture options for selection process.

**Design modifications**. Will be made only as necessary to meet field conditions and to ensure proper fitting of the work and only as acceptable to Engineer. Maintain general design concept shown without increasing or decreasing sizes of members or altering profiles and alignment shown without Engineer's approval. Modifications may need to be considered in view of budget constraints.

Deliver precast concrete units to project site in such quantities and at such times to assure continuity of installation. Products to be packaged to protect the finish during transport.

#### Precast units may have a long lead time item and should be ordered accordingly.

**Materials:** Architectural Precast concrete shall meet the material requirements of Section 1042 of the Standard Specifications. Reinforcement bars shall be epoxy coated. Color shall be approved Manufacturer's standard color and shall be approved by the Engineer prior to fabrication. Dimensions are to be as shown on the plans.

Provide Type S mortar suitable for exterior precast architectural concrete work. Submit mortar manufacturer's product data to Engineer for approval prior to ordering. Mortar color shall be selected by the Contractor from manufacture's full range of color options and approved by the Owner.

Provide caulk and backer rod suitable for exterior precast architectural concrete work. Submit manufacturer's product data to Engineer for approval prior to ordering. Submittal shall include caulk color options for Owner to choose from.

Provide stainless steel attachment anchors as recommended by the fabricator and approved by the Engineer.

**Fabrication:** Prior to fabrication, prepare and submit shop drawings for each type of architectural precast item. Fabricator is to be a qualified company that assumes responsibility for engineering architectural precast concrete units to comply with the required performance requirements.

Fabrication of precast concrete units shall comply with manufacturing and testing procedures, quality control recommendations, and following dimensional tolerances, unless otherwise indicated. Accurately construct molds mortar-tight and of sufficient strength to withstand pressures due to concrete placing operations and temperature changes. Maintain mold work to provide completed precast concrete units of shapes, lines and dimensions indicated, within specified fabrication tolerances. Fabricate architectural precast items straight and true to the size and shape shown in the plans.

Provide reinforcement to resist handling, transportation, or erection stresses and cast-in anchorage hardware as shown in the plans.

**Construction Requirements:** Install precast concrete members plumb, level and in alignment. Provide temporary supports and bracing as required to maintain position, stability and alignment as members are being permanently connected. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.

Install clips, hangers and other accessories required for erection of precast units to supporting members and backup materials. Anchor units in final position by bolting, welding, grouting, or as otherwise indicated. Remove temporary shims, wedges and spacers as soon as possible after anchoring and grouting are completed.

Clean exposed facings to remove dirt and stains on units after erection and completion of joint treatments. Protect other work from damage due to cleaning operations. Do not use cleaning materials or processes that could change the character of exposed concrete finishes.

#### Stone Veneer:

**Submittals.** Submit stone veneer and mortar color samples to the owner for approval prior to ordering material. Certify that masonry units meet or exceed specified requirements. Provide for each of the following:

- 1. Cementitious materials. Include brand, type, and name of manufacturer.
- 2. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
- 3. Grout mixes. Include description of type and proportions of ingredients.
- 4. Joint reinforcement.

5. Anchors, ties, and metal accessories.

**Quality Assurance.** Obtain exposed limestone units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.

**Source Limitations for Mortar Materials:** Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.

**References.** Unless otherwise noted the most current issue of the reference shall be used.

ASTM A 615/A 615M – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2001b.

ASTM A 641/A 641M – Standard Specification for Zinc Coated (Galvanized) Carbon Steel Wire.

ASTM C 91 – Standard Specification for Masonry Cement.

ASTM C 129 – Standard Specification for Non-loading bearing Concrete Masonry Units.

ASTM C 144 – Standard Specification for Aggregate for Masonry Mortar.

ASTM C 150 – Standard Specification for Portland Cement.

ASTM C 207 – Standard Specification for Hydrated Lime for Masonry Purposes.

ASTM C 270 – Standard Specification for Mortar for Unit Masonry.

ASTM C 404 – Standard Specification for Aggregates for Masonry Grout.

ASTM C 476 – Standard Specification for Grout for Masonry.

ASTM C 780 – Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.

**Delivery, Storage and Handling.** Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp. Store aggregates where grading and other required characteristics can be maintained and contamination avoided. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

**Limestone Veneer.** Ashlar pattern Buechel Fond Du Lac Country Squire https://www.buechelstone.com/product/fond-du-lac-country-squirel or approved equal. Must match limestone veneer on adjacent Main Street Streetscape project.

Protection of Base Courses and Unfinished Work. To avoid possible unsightly stains caused by mud or other splashing, the ground at the base of the structure should be

covered with protective material during construction. This should be left intact until landscaping is complete. During construction, tops of structures should be carefully protected to prevent rain, snow, or seepage from entering space between veneer and backing.

**Setting Mortar.** Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated. Do not use calcium chloride in mortar or grout. Limit cementitious materials in mortar to Portland cement, mortar cement, and lime. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent. Setting mortar shall be Type S mortar conforming to ASTM C-270 suitable for exterior stone veneer unit work and submit manufacturer's product data to Engineer for approval prior to construction with manufacturers color options available.

**Anchors.** Anchor veneer securely to concrete backing. Provide stainless steel veneer anchors as appropriate for attachment to cast in place concrete and precast elements. Ties or anchors should be spaced approximately 24" vertically and 18" horizontally.

**Installation.** Build face of column to full thickness shown with both full thickness stone and partial thickness stone to achieve desired aesthetic. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed. Lay solid masonry units with filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints. Install weep holes in masonry at center point of wall at downward flow of water in wall, or where indicated.

Cleaning. After mortar has set, the wall should be brushed down with a stiff fiber brush, and then carefully rinsed with clear water to remove any accumulation of stain or matter foreign to the limestone. Finished stonework shall be washed clean and free of dirt, mortar, and other objectionable accumulations. Remove mortar droppings and smears as work progresses. Final clean down shall include brushing with fiber brushes and mild soap or detergent, and rinsing with clear water. Use no acids without prior approval. Protect stonework from rundown or splash when using acid on adjacent materials.

**Protection of Masonry.** During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress. Prevent grout, mortar, and soil from staining the face of masonry to be left exposed. Immediately remove grout, mortar, and soil that come in contact with such masonry.

**Cold-Weather Requirements.** Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

**Hot-Weather Requirements.** Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

**Method and Measurement and Basis of Payment.** The contract unit price for MASONRY COLUMN and ARCHITECTURAL PEDESTAL shall include preparation of shop drawings, samples, fabrication, placement, concrete, mortar, anchoring and reinforcement, caulk, cleanup, and all other materials, labor and equipment required to complete this work. This work shall be paid for at the contract unit price per EACH for MASONRY COLUMN of the size specified or ARCHITECTURAL PEDESTAL, and no additional compensation will be allowed.

#### **SEATWALL 20" HT.**

**Description.** This work shall consist of furnishing, fabricating, transporting, and constructing Seatwalls as shown on the plans or as directed by the Engineer. Work shall include preparation of shop drawings, samples, fabrication, placement, all anchoring hardware, mortar, caulk, concrete, reinforcement, and all materials, labor, and equipment required to complete this work. Structures shall be constructed with cast in place concrete cores in accordance with Section 503 of the Standard Specifications. All precast features shall be constructed in accordance with Section 504 of the Standard Specifications and as specified herein.

#### **Architectural Precast Items:**

**Shop drawings**. Prepared by the Contractor showing complete information concerning the Limestone Masonry Cap, Precast Copping, Limestone Sphere, and any other precast elements. Indicate member dimensions and cross-section, reinforcement, anchors bolts and all additional details.

**Samples.** The Contractor shall submit samples of color options and texture options for selection process.

**Design modifications**. Will be made only as necessary to meet field conditions and to ensure proper fitting of the work and only as acceptable to Engineer. Maintain general design concept shown without increasing or decreasing sizes of members or altering profiles and alignment shown without Engineer's approval. Modifications may need to be considered in view of budget constraints.

Deliver precast concrete units to project site in such quantities and at such times to assure continuity of installation. Products to be packaged to protect the finish during transport.

#### Precast units may have a long lead time item and should be ordered accordingly.

**Materials:** Architectural Precast concrete shall meet the material requirements of Section 1042 of the Standard Specifications. Reinforcement bars shall be epoxy coated. Color shall be approved Manufacturer's standard color and shall be approved by the Engineer prior to fabrication. Dimensions are to be as shown on the plans.

Provide Type S mortar suitable for exterior precast architectural concrete work. Submit mortar manufacturer's product data to Engineer for approval prior to ordering. Mortar color shall be selected by the Contractor from manufacture's full range of color options and approved by the Owner.

Provide caulk and backer rod suitable for exterior precast architectural concrete work. Submit manufacturer's product data to Engineer for approval prior to ordering. Submittal shall include caulk color options for Owner to choose from.

Provide stainless steel attachment anchors as recommended by the fabricator and approved by the Engineer.

**Fabrication:** Prior to fabrication, prepare and submit shop drawings for each type of architectural precast item. Fabricator is to be a qualified company that assumes responsibility for engineering architectural precast concrete units to comply with the required performance requirements.

Fabrication of precast concrete units shall comply with manufacturing and testing procedures, quality control recommendations, and following dimensional tolerances, unless otherwise indicated. Accurately construct molds mortar-tight and of sufficient strength to withstand pressures due to concrete placing operations and temperature changes. Maintain mold work to provide completed precast concrete units of shapes, lines and dimensions indicated, within specified fabrication tolerances. Fabricate architectural precast items straight and true to the size and shape shown in the plans.

Provide reinforcement to resist handling, transportation, or erection stresses and cast-in anchorage hardware as shown in the plans.

**Construction Requirements:** Install precast concrete members plumb, level and in alignment. Provide temporary supports and bracing as required to maintain position, stability and alignment as members are being permanently connected. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.

Install clips, hangers and other accessories required for erection of precast units to supporting members and backup materials. Anchor units in final position by bolting, welding, grouting, or as otherwise indicated. Remove temporary shims, wedges and spacers as soon as possible after anchoring and grouting are completed.

Clean exposed facings to remove dirt and stains on units after erection and completion of joint treatments. Protect other work from damage due to cleaning operations. Do not use cleaning materials or processes that could change the character of exposed concrete finishes.

#### **Stone Veneer:**

**Submittals.** Submit stone veneer and mortar color samples to the owner for approval prior to ordering material. Certify that masonry units meet or exceed specified requirements. Provide for each of the following:

- 6. Cementitious materials. Include brand, type, and name of manufacturer.
- 7. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
- 8. Grout mixes. Include description of type and proportions of ingredients.
- 9. Joint reinforcement.
- 10. Anchors, ties, and metal accessories.

**Quality Assurance.** Obtain exposed limestone units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.

**Source Limitations for Mortar Materials:** Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.

**References.** Unless otherwise noted the most current issue of the reference shall be used.

ASTM A 615/A 615M – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2001b.

ASTM A 641/A 641M – Standard Specification for Zinc Coated (Galvanized) Carbon Steel Wire.

ASTM C 91 – Standard Specification for Masonry Cement.

ASTM C 129 – Standard Specification for Non-loading bearing Concrete Masonry Units.

ASTM C 144 – Standard Specification for Aggregate for Masonry Mortar.

ASTM C 150 – Standard Specification for Portland Cement.

ASTM C 207 – Standard Specification for Hydrated Lime for Masonry Purposes.

ASTM C 270 – Standard Specification for Mortar for Unit Masonry.

ASTM C 404 – Standard Specification for Aggregates for Masonry Grout.

ASTM C 476 – Standard Specification for Grout for Masonry.

ASTM C 780 – Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.

**Delivery, Storage and Handling.** Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are

dry. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp. Store aggregates where grading and other required characteristics can be maintained and contamination avoided. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

**Limestone Veneer.** Ashlar pattern Buechel Fond Du Lac Country Squire https://www.buechelstone.com/product/fond-du-lac-country-squirel or approved equal. Must match limestone veneer on adjacent Main Street Streetscape project.

**Protection of Base Courses and Unfinished Work.** To avoid possible unsightly stains caused by mud or other splashing, the ground at the base of the structure should be covered with protective material during construction. This should be left intact until landscaping is complete. During construction, tops of structures should be carefully protected to prevent rain, snow, or seepage from entering space between veneer and backing.

**Setting Mortar.** Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated. Do not use calcium chloride in mortar or grout. Limit cementitious materials in mortar to Portland cement, mortar cement, and lime. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent. Setting mortar shall be Type S mortar conforming to ASTM C-270 suitable for exterior stone veneer unit work and submit manufacturer's product data to Engineer for approval prior to construction with manufacturers color options available.

**Anchors.** Anchor veneer securely to concrete backing. Provide stainless steel veneer anchors as appropriate for attachment to cast in place concrete and precast elements. Ties or anchors should be spaced approximately 24" vertically and 18" horizontally.

**Installation.** Build face of column to full thickness shown with both full thickness stone and partial thickness stone to achieve desired aesthetic. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed. Lay solid masonry units with filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints. Install weep holes in masonry at center point of wall at downward flow of water in wall, or where indicated.

**Cleaning.** After mortar has set, the wall should be brushed down with a stiff fiber brush, and then carefully rinsed with clear water to remove any accumulation of stain or matter foreign to the limestone. Finished stonework shall be washed clean and free of dirt,

mortar, and other objectionable accumulations. Remove mortar droppings and smears as work progresses. Final clean down shall include brushing with fiber brushes and mild soap or detergent, and rinsing with clear water. Use no acids without prior approval. Protect stonework from rundown or splash when using acid on adjacent materials.

**Protection of Masonry.** During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress. Prevent grout, mortar, and soil from staining the face of masonry to be left exposed. Immediately remove grout, mortar, and soil that come in contact with such masonry.

**Cold-Weather Requirements.** Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

**Hot-Weather Requirements.** Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

**Method and Measurement and Basis of Payment.** The contract unit price for SEATWALL 20" HT. shall include preparation of shop drawings, samples, fabrication, placement, concrete, mortar, anchoring and reinforcement, caulk, cleanup, and all other materials, labor and equipment required to complete this work. This work shall be paid for at the contract unit price per FOOT for SEATWALL 20" HT., and no additional compensation will be allowed.

#### **RAISED URN SUPPLY**

**Description.** This work shall consist of the supplying of a Raised Urn complete.

Material. The Raised Urn shall be manufactured by: Campania International 2452 Quakertown Rd, Suite 100 Pennsburg, PA 18073 www.campania international.com Cast Iron large Wickford Urn – Matte Black Product Code: 7361700

Dimensions: 31.5" x 39.5"

Base: 12.5" Weight: 172 lbs.

**Basis of Payment:** This work will be paid for at the contract unit price per EACH for RAISED URN SUPPLY, which will include all labor and material necessary to complete the work.

#### **DECORATIVE ILLUMINATED ARCH**

**Description.** This work shall consist of furnishing, erecting and painting an illuminated gateway arch in accordance with Section 505 of the Standard Specifications and as shown on the plans and specified herein.

**Fabrication and Erection:** Fabrication and erection of structural steel shall be in accordance with Section 505 of the Standard Specifications and the latest edition of the AISC "code of standard practice for steel buildings and bridges".

Unless otherwise shown on the drawings all bolted connections shall be made with 3/4" diameter ASTM A325 stainless steel bolts and shall be snug tightened (ASTM A325 N).

Welded connections shall be in accordance with the latest edition of ANSI/AWS D1.1 structural welding code, made with e70xx electrodes and performed by certified welders.

Material. ILLUMINATED GATEWAY ARCH shall be manufactured by: Sternberg Lighting 555 Lawrence Avenue Roselle, IL 60172 <a href="https://www.sternberglighting.com">www.sternberglighting.com</a> Model No. 2-9320SRTF-16SF/BCC8/Custom Arch.

All hot rolled shapes shall conform to ASTM A36. All anchor rods shall conform to either ASTM F1554 (Gr. 55) with weldability supplement S1 or ASTM A36. All square and rectangular hollow structural sections (HSS) shall conform to ASTM A500 grade b, Fv=46 ksi.

All structural steel shall be powder coated shop painted. Owner to approve color and paint manufacturer.

**Method and Measurement and Basis of Payment.** This work will not be measured but shall be paid for at the EACH contract unit price for DECROATIVE ILLUMINATED ARCH, which work will include all labor, material and equipment to construct the pergola including all connections base plates, bolts and lighting accommodations.

#### **CANOPY LIGHTING UNIT**

Additions: This work shall consist of the installation of a Canopy Lighting Unit, Complete in Place.

A new Pergola mounted LED luminaire shall be constructed where directed by the Engineer, and shall be constructed as shown on the plans.

The proposed lighting unit will be a Sternberg 1521 LED Series Model #CAT 1521LED F 1ARC 30 T5 MDL03 FG R7 HSV CA BKT. The proposed conduits and wiring installed within the Pergola columns shall terminate to a proposed cast aluminum 3R junction box which shall house the LED driver. The mounting hardware shall include stainless steel fasteners/anchors, and caulked water tight with exterior waterproof caulk.

New wiring shall be installed back to the lighting controller using XLP Type USE wiring as shown on the plans. Connect wiring to proposed circuits. The light shall be energized with Engineer present and all connections shall be verified.

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

**Basis of Payment**: This work will be paid for at the contract unit price per each which will include all labor and material necessary to complete the work.

Payment will be made under:

Pay Item Pay Unit Canopy Lighting Unit EACH



## 1521LED OMEGA SERIES















FIXTURE TYPE	
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		ORDE	RING	EXA	MPL	E: 2A	-15211	LED-R-4A	RC45T	5-MDH	103-5V2	2-HSHB	/CA4/42	2P4/UB	ст	
Mounting Config.	Fixture	Shade Edge	LED	CCT	Туре	Ortver	Lens	Optional Control Receptacle	Optional Control	Option Fuse	Option Hang- straight	Option Term. Block	Option House Side Shield	Arm San Arm Spec Shods	Pole See Prio Spe: Steels	Reisi

#### Mounting Configuration

#### (Clich I

- · SH44 - TAM · CH66 ·3A90 · CAT -2AM • 2A
- W Wall Mount A Arm Mount AM Arm Mid-Mount SH Stem Hung CH Chain Hung CAT Catenary
- Include stem/chain length in inches after designation (IE-O+44-367)

#### Fixture

• 1521LED • I52ILEDSM

#### Shade Edge

· R (Round Edge) · F (Flared Edge)

LED +6ARC · AARC +3ARC 2ARC

#### CCT - Color Temperature (K)

·45(00) ·35(00) -27(00)

#### Type

#### • T3R •T4 • T5 •T2 · T3

#### Driver

- MDL03 (120v-277v, 350Ma)
   MDH03 (347v-480v, 350Ma)

#### Lens

- · FG (Flat Glass)

- SG (Sag Glass)
   FSG (Frosted Sag Glass)
   SVI (Flat Soft Vue Medium Acrylic Lens)
- 5V2 (Flat Soft Vue Heavy Acrylic Lens)

#### Options (Citch here to view

- R<sup>2</sup> Pin control receptacle only
- · RSP 5-Pin control receptacle only · R7º 7-Pin control receptacle only
- PEP Twist-Lock Photocontrol (I2Ov-277V)
   PESP Twist-Lock Photocontrol (347V)
- · PE4\* Twist-Lock Photocontrol (480v)
- ·SC\* Shorting Cap
- PEC Electronic Button Photocontrol (I2Ov-277V) PEC4 Electronic Button Photocontrol (480M)
- FHD\* Double Fuse and Holder

- HSH5<sup>6</sup> Standard Horizontal Hangstraight, Spike Finial
- HSHN\* Standard Horizontal Hangstraight, No. Finial
- · HSHB\* Standard Horizontal Hangstraight, Ball
- EZ<sup>6</sup> Vertical Hangstraight, Large, "EZ" Mount
   HSV<sup>6</sup> Vertical Hangstraight, Standard
- TR Terminal Block
- · HSS 120' House Side Shield
- Only available with HSH\_6 SM.
- Requires control receptacle.
  Ships loose for installation in base
  Not for use with ISBILEDSM.

#### Arm (Click here to link to arm specification page)

See Arms & Wall Brackets specification sheets.

- · FFA · CSA · CAS - DAG • R2\* - RA
- \*Luminaires above grade height to be 2' higher than pole height, REQUIRES "E2" hangstraight.

#### Pole (Click here to link to pole specification page)

See Pole specification sheets.

#### Standard Urban Finishes (Clerk

- UGMT Gun Metal Textured
- UGM Gun Metal Matte
   UBT Urban Bronze Textured
- UB Urban Bronze Matte
- ULBT Urban Light Bronze Textured
- ULB Urban Light Bronze Matte
   USLT Urban Silver Textured
   USL Urban Silver Matte

- UWHT Urban White Textured
- · UWH Urban White Matte
- UCHS Urban Champagne Satin Smooth
- BKT Black Textured

#### Custom Urban Finishes

CM Custom Match

#### Specifications

The 1521LED Omega series is small scale, decora-tive downlight future with a spun aluminum bell styled dome. The dome is available with two types of shades: round edge (R) and flared edge (F) styles. The luminaire measures 21" outside diameter and 17" overall height. The luminaire is U.L. listed in U.S. and Canada.

The luminaire shall use high output, high brightness LED's. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED's and printed cir cuit boards shall be IOO% recyclable, they shall also be protected from moisture and corrosion by a conformal coating of I to 3 mils. They by a conformal coating of I to 3 miles. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. The LED life rating data shall be determined in accordance with IESNA LM-80. They shall operate in a -40°C (-40°F) to +50°C (122°F) ambient air temperature range. The High Performance white LED's will have a life expectancy of approximately 100,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C. The High Brightness, High Output LED's shall be 4500K (3500K or 2700K option) color temperature with a minimum CRI of 70. Consult factory for custom color CCT. The luminaire shall have a minimum (see table) delivered initial lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F)

The luminaire shall be provided with individual, refractor type optics applied to each LED. The luminaire shall provide Type \_\_\_\_(2, 3, 3R, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.

See next page



800-821-3378 555 Lawrence Ave., Roselle, IL 60172 info@sternberglighting.com www.sternberglighting.com \$117 STERNISONS LIGHTING, ALL PIGHTS RESORVED, PRINTED IN THE USA.

#### **COLUMN LIGHTING UNIT**

Additions: This work shall consist of the installation of a Column Lighting Unit, Complete in Place.

A new reinforced concrete base/foundation and embedded conduit shall be constructed where directed by the Engineer, and shall be constructed as shown on the plans.

Set a proposed Village of Algonquin opaque Logo within the stone in accordance with manufactures procedures and recommended practice. Set in full bed of mortar unless otherwise shown. Do not set unit above until mortar in course below is set sufficient to maintain alignment and prevent extrusion of mortar.

Remove and replace stone units which are broken stained or otherwise damaged. Clean stone not less than six days after completion of work using clean water and stiff bristle brushes. Do not use wire brushes, cleansing agents or other cleaning compounds with caustic or harsh fillers.

The proposed lighting unit will include an opaque Lexon type Village of Algonquin logo of the type and size as shown on the plans. The proposed logo shall have a removable type face and the light fixtures shall be an LED type strip light mounted within a column frame to backlight the proposed logo. The LED strip light shall encompass the circumference of the logo. The proposed conduits installed within the column shall terminate to a proposed 8' x 8" x 6" cast aluminum 3R junction box which shall house the LED driver. The mounting hardware shall include stainless steel fasteners/anchors, and caulked water tight with exterior waterproof caulk. A photometric calculation of the proposed assembly will be required to be submitted as part of the shop drawing review.

New wiring shall be installed back to the lighting controller using XLP Type USE wiring as shown on the plans. Connect wiring to proposed circuits. The LED light strip shall be energized with Engineer present and all connections shall be verified.

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

**Basis of Payment**: This work will be paid for at the contract unit price per each which will include all labor and material necessary to complete the work.

Payment will be made under:

Pay Item Pay Unit Column Lighting Unit EACH

## **DUPLEX WEATHERPROOF GFI RECEPTACLES AND COVER PLATES**

<u>Description:</u> This item shall consist of furnishing and installing GFI receptacles mounted on the inboard side of four (4) of the center most vertical pergola columns, mounted 10'-0" above grade.

<u>Materials and Construction Requirements:</u> The GFI receptacles and junction boxes and levers will be installed during the manufacturing of the pergola feature and shall be an integral part of the shop drawing review process. Contractor to coordinate the construction of the receptacles with the pergola manufacturer.

The in-use cover plate shall be used in conjunction with recessed receptacle mounting plate. This work shall include all labor and materials necessary for complete and operational GFI receptacles, including but not limited to, the installation of two (2) 20A/120V, 1 pole circuit breaker to be installed in the lighting controller and not connected to the lighting circuits controlled by the contactor.

All components and wiring shall be labeled with circuit identification markers.

All work shall be in conformance with the drawings, standard specifications, NEC and local ordinances.

<u>Measurement and Basis of Payment:</u> This work shall be paid for at the contract unit price EACH for DUPLEX WEATHERPROOF GFI RECEPTACLES AND COVER PLATES, which shall be payment in full for all work listed herein or as directed by the Owner.

### **ELECTRIC UTILITY SERVICE CONNECTION**

<u>Description.</u> 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**

<u>General.</u> 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 request 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.

<u>Method Of Payment.</u> 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 \$2500

<u>Basis Of Payment.</u> 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.

#### **WATER MAIN**

<u>Description</u>: This item shall be constructed in accordance with the applicable portions of Section 561 of the STANDARD SPECIFICATIONS and with the applicable portions of Section 41 of the WATER AND SEWER SPECIFICATIONS except as modified herein.

The fittings and water valves should be mechanical joints, however, the water main shall be ductile cast iron, cement lined, with push on joints, Class 52, of the size as designated in the plans, and shall conform to the latest ANSI/AWWA C151/A21.51-86, C111 and C104.

<u>Construction Requirements</u>: Wherever water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Any dewatering of the trenches shall be considered incidental. At no time shall trench water be allowed to enter the water main. Water main shall be installed to provide a minimum and maximum 5.5' of cover.

All types of pipe shall be handled in such a manner as to prevent damage to the pipe or coating. Accidental damage to the pipe or coating shall be repaired to the satisfaction of the ENGINEER, or be removed from the job, and the methods of handling shall be corrected to prevent further damage when called to the attention of the CONTRACTOR.

The pipe shall be inspected by the ENGINEER for defects while suspended above grade.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations, and any pipe or fitting that has been installed with dirt or foreign material therein shall be removed, cleaned and re-laid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug, or by other means subject to the review of the ENGINEER, to ensure absolute cleanliness inside the pipe. All cutting of existing water main pipe for the insertion of valves, tees or

other fittings shall be performed without damage to the pipe or pipe lining, and so as to leave a smooth end at right angles to the axis of the pipe. Any damaged water main shall be re-cut and replaced by the CONTRACTOR at his sole expense.

Ductile iron pipe, pipe fittings and valve bodies, as well as cast iron valve boxes, shall be wrapped with polyethylene film, a minimum of 8 mils in thickness. The entire wrap on any pipe or fitting shall have a single seam secured by waterproof tape. Polyethylene shall overlap a minimum of 24 inches at seams. The wrap shall enclose the entire pipe or fitting and shall be secured to the adjoining pipe barrel by waterproof tape tightened securely around the juncture of the wrap and the pipe barrel. The CONTRACTOR shall re-wrap the water main at all service tap locations. All polyethylene wrapped ductile iron pipe, pipe fittings and valve bodies shall be inspected by the ENGINEER. Every other nut and bolt shall be stainless steel (zinc anode caps must be used on every other bolt or stud on watermain fittings).

A canvas strap shall be used to lower the water main into the trench to avoid damaging the polyethylene film.

The first two joints before and after any valve bend, cross, or tee shall be restrained with locking gaskets. Also, any joint where the proposed water main ties into the existing water main shall be restrained with retainer glands or locking gaskets. Retainer glands or locking gaskets shall be TR-Flex or Field-Lok by U.S. Pipe, Mega Lugs by EBAA Iron, or an equal approved by the ENGINEER. Also all bends, crosses, and tees shall be additionally restrained with thrust blocks as shown on the details in the plans. The cost of retainer glands and thrust blocks shall be considered included in the cost of the ductile iron water main. All bells inside the casing shall have the field-lock gaskets.

This item also includes installation of water main in casing pipe, as detailed in the casing pipe special provision.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot for WATER MAIN, of the diameter specified, measured in place. This price shall include the cost of all pipe, joint materials, retainer glands, locking gaskets, thrust blocks, hydrostatic pressure tests, leakage tests, disinfecting of the water main, excavation, and polyethylene wrapping.

This item shall also include any and all items such as corporation stops (for testing), water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified. Fittings such as tees, bends, reducers and plugs, and corporation stops for water service lines, shall be paid for separately, as specified elsewhere herein.

#### PRESSURE TESTING OF WATER MAINS

<u>Description</u>: After the pipe has been laid and partially backfilled as specified herein, all newly-laid pipe, valved sections, and fire hydrants, unless otherwise expressly specified, be subjected to a hydrostatic pressure of 150 psi at the lowest elevation of the pipe section. The ENGINEER shall be given 24 hours notice prior to the beginning of testing. The duration of each pressure test shall be not less than two hours. Water main testing shall be in accordance with the applicable portions of AWWA Standards C600 and C603, or as otherwise modified herein.

#### **Procedure for Test:**

The CONTRACTOR shall notify the OWNER at least twenty-four hours prior to the pressure test. Valves will be turned on only under the supervision of the OWNER, and the OWNER will witness all pressure testing.

Each section of pipe to be tested, as determined by the ENGINEER, shall be slowly filled with water and the specified test pressure of one hundred fifty (150) pounds per square inch shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection and all necessary apparatus, including gauges and meters, shall be furnished by the CONTRACTOR. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevations and afterwards tightly plugged. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced by the CONTRACTOR with sound material, and test shall be repeated until satisfactory to the ENGINEER and the OWNER. The provisions of AWWA C600 and C603, where applicable, shall apply.

The pressure testing shall be accomplished with fire hydrant auxiliary valves open.

#### Leakage Test:

After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure.

- Test pressure is defined as the maximum operating pressure of the section under test, and is based on the elevation of the lowest point in the line or section under test corrected to the elevation of the test gauge. Applicable provisions of AWWA C600 and C603 shall apply. The minimum duration of each leakage test shall be one (1) hour in addition to the pressure test period.
- 2. Allowable leakage in gallons per hour for cast iron water main shall not be greater than that determined by the following formula:

$$L = \frac{ND}{7400} \sqrt{P}$$

Note: L = Allowable leakage in gallons per hour

N = Number of joints in length of pipeline tested.

D = Nominal diameter of the pipe in inches.

P = Average test pressure during leakage test in pounds per square inch gauge.

3. Leakage is defined as the quantity of water to be supplied in the newly laid pipe or any valved section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

Immediately after a passed test the pressure shall be drained through a fire hydrant until it is below the potable system pressure.

### **DISINFECTION OF WATER MAINS**

<u>Description</u>: Disinfection of water mains shall be completed in accordance with Section 41-2.14 of the WATER AND SEWER SPECIFICATIONS except as modified in this Special Provision.

The OWNER shall be notified at least twenty-four hours before the disinfection procedure. Representatives of the water division must be present during the procedure.

#### A. Flushing

Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If no hydrant is installed at the end of the main, then a tap should be provided large enough to develop a velocity of at least two and five-tenths (2.5) feet per second in the main. One two and one-half (2 1/2) inch hydrant opening will, under normal pressures, provide this velocity in pipe sized up to and including twelve (12) inches.

All taps required for chlorination or flushing purposes, or for temporary or permanent release of air, shall be provided for by the CONTRACTOR as part of the construction of water mains.

#### B. Requirement of Chlorine

A free chlorine residual of at least 50 ppm and no more than 400 ppm must be reached throughout the entire length and branch lines of the water main. After the superchlorinated water has sat in the main for twenty-four hours, a chlorine residual test shall be taken to insure the residual has not dropped by over one-half.

### C. Form of Applied Chlorine

Chlorine shall be applied by the method which follows, subject to the review of the ENGINEER.

Chlorination shall be made by the use of chlorine gas only. The dry gas shall be fed directly through proper devices for regulating the rate of flow and providing effective diffusion of the gas into the water within the pipe being treated. Chlorinating devices for feeding the chlorine gas must provide means for preventing the backflow of water into the chlorine. The chlorine gas shall be injected into the main at intervals of no more than 1,000 feet.

### D. Point of Application

The preferred point of application of the chlorine gas is at the beginning of the pipe line extension or any valved section of it, and through a corporation stop inserted in the pipe.

The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipe line extension. Alternate points of application may be used subject to the review of the ENGINEER.

#### E. Preventing Reverse Flow

Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.

#### F. Retention Period

Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least twenty-five (25) mg/l.

#### G. Chlorinating Valves and Hydrants

In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent and under normal operating pressure.

#### H. Final Flushing and Testing

Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its entire length shows, upon test, a chlorine residual of less than one (1) mg/l. In the event chlorine is normally used in the source of supply, then the test shall show a residual of not in excess of that carried in the system.

At this time a water sample will be taken by the CONTRACTOR or his representative and sent to a state-certified water lab of his choice. Also at this time the OWNER will witness the sampling. The CONTRACTOR shall take two (2) samples, 24 hours apart with satisfactory results or the procedure shall be repeated.

#### I. Repetition of Flushing and Testing

Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the CONTRACTOR until satisfactory results are obtained. After water main passes chlorination testing, the corporation stop used to chlorinate the main shall be shut off and any piping removed.

## **VALVE VAULTS, TYPE A**

<u>Description</u>: This work shall consist of constructing valve vaults for water mains and water services in accordance with Section 44 of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and Section 602 of the STANDARD SPECIFICATIONS.

In addition to the requirements of Sections 44 - 2.02 and 44 - 3.01 and 602, valve vaults shall be constructed in accordance with IDOT Highway Standard 602501, Value Vault Type A with Type 1 Frame. All lids for valve vaults shall have the words "VILLAGE OF ALGONQUIN" and "WATER" cast into them with the Village of Algonquin logo in conformance with the Village of Algonquin Standards as specified in the Construction Details in the plans.

<u>Measurement and Payment</u>: This work will be paid for at the contract unit price each for VALVE VAULTS, TYPE A, of the diameter specified, which price shall include all materials, labor and equipment required to complete the work as specified.

### WATER VALVES

<u>Description</u>: Water valves shall be of the gate valve type suitable for ordinary waterworks service, intended to be installed in a normal position on buried pipe lines for water distribution systems.

As a minimum, all gate valves shall, in design, material and workmanship, conform to the standards of the latest AWWA C500 and AWWA C509. All materials used in the manufacture of waterworks gate valves shall conform to the AWWA standards designed for each material listed.

#### **Materials:**

- Manufacturer and Marking The gate valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body. Gate valves shall be Mueller 2300 Series Resilient Wedge Epoxy Casting with Stainless Hardware or equal approved by the OWNER. EJIW is also an approved supplier.
- Type and Mounting The valve bodies shall be cast iron, mounted with approved non-corrosive metals. All wearing surfaces shall be bronze or other approved non-corrosive material and there shall be no moving bearing or contact surfaces of iron in contact with iron. Contact surfaces shall be machined and finished in the best workmanlike manner, and all wearing surfaces shall be easily renewable. All trim bolts shall be 316 series stainless steel.

The resilient-seated disc wedge shall be of the resilient wedge fully-supported type. Solid guide lugs shall travel within channels in the body of the valve. The disc and guide lugs shall be fully (100%) encapsulated in SBR (styrene butadiene) rubber.

Disc wedges that are not 100% fully encapsulated shall not be not be acceptable. Guide caps of an acetal copolymer bearing material shall be provided to protect the rubber-encapsulated solid guide lugs from abrasion for long life and ease of operation.

All internal and external exposed ferrous surfaces of the valve shall be coated with a fusion-bonded, thermosetting powder epoxy coating conforming to AWWA C550 and certified to NSF 61. Coating shall be non-toxic and shall impart no taste to water. Coating thickness shall be nominal 10 mils.

The stem shall be of high tensile strength bronze or other approved non-corrosive metal, providing 70,000 PSI tensile strength with 15% elongation and a yield strength of 30,000 PSI. All nonferrous bushings shall be of substantial thickness, tightly fitted and pressed into machine seats. All valves shall open by turning to the left (counterclockwise), unless otherwise specified.

3. End Connections - End connections of gate valves shall consist of Mechanical (Rubber-gasket) Joints.

All gate valves are to be installed in concrete valve vaults as detailed in the plans. The valves shall be wrapped with polyethylene film, as specified in the Special Provision for "Ductile Iron Water Main", included elsewhere herein. Valves shall be installed using stainless steel bolts.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for WATER VALVES, of the size specified. This price shall include the cost of all labor, materials and equipment necessary to install the gate valve in a valve vault, including polyethylene wrapping, as detailed in the plans and to the satisfaction of the ENGINEER. The valve vault will be paid for separately.

#### WATER MAIN LINE STOP

**<u>Description</u>**: This work shall consist of placement of a self-contained unit of the size indicated on the plans for installation of a valve and/or other connections with the existing water distribution system without interruption of service. This work shall be performed at the locations shown on the plans and as directed by the Engineer.

The line stop unit shall have a self-contained hydraulic (hand pump operation) ram. The line stop device shall be of such design, that when hydraulic pressure is applied, the rubber

will expand and conform to the inside diameter of the pipe and tuberculation inside the main (if any) will be moved outside of the sealing area. The line stop shall be of the 'Short Stop' variety which will require removing only the top of pipe during operation. All fittings shall employ and inside diameter thread, screw-type connection. After insertion of the plug, a screw-on cap shall be used and bolted down. Shop drawings for line stop sleeves shall be submitted for approval by the Engineer prior to delivery to the job site.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price EACH for WATER MAIN LINE STOP, of the size specified. This price shall include the cost of all excavation, saw cutting, legal disposal of all excess material, trench backfill, labor, materials and equipment necessary to perform the work as herein specified.

### **WATER MAIN FITTINGS**

<u>Description</u>: This work shall consist of furnishings and installing all tees, bends, crosses, reducers and retainer glands necessary to complete the water main installation as shown on the plans. Please note that some existing watermain is transite pipe and requires special fittings. Retainer glands will not be measured for payment. Every other nut and bolt shall be stainless steel (zinc anode caps must be used on every other bolt or stud on watermain fittings).

All fittings shall be ductile iron, mechanical joint in accordance with AWSI/AWWA C153/A21.53 and ANSI/AWWA C111/A 21.11 installed using stainless steel bolts and nuts. Fittings shall be cement-lined and seal coated in accordance with ANSI/AWWA C104/A21.4. The working pressure rating shall be 350 psi. All joints between the water main pipe and fitting shall be restrained using Mega Lugs or an approved equal.

Testing and disinfecting of fittings shall be as specified elsewhere herein.

<u>Method of Measurement</u>: Water main fittings will be measured by weight in pounds of actual fittings installed. In lieu of weighing the fittings at the job site, the fittings may be delivered with a letter from the manufacturer certifying the weight of each type and size of fitting, subject to the review of the ENGINEER.

In any case, the weight per fitting allowable for payment shall not exceed the following:

45° bend, 8" - 105 lbs.

 $45^{\circ}$  bend, 12" - 215 lbs.

45° bend, 16" - 320 lbs.

Tee, 16"x12" - 590 lbs.

Reducer, 8" - 165 lbs.

Reducer, 12" - 250 lbs.

Reducer, 16" - 305 lbs.

Ductile iron fittings and accessories will be measured in pounds as installed. Any fittings not shown on the plans, but, in the opinion of the ENGINEER, are found necessary to be installed due to unanticipated underground obstructions will also be measured for payment. The CONTRACTOR will be required to maintain a list of all items used and provide an invoiced weight for payment purposes. Retainer glands will not be measured for payment.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per pound for WATER MAIN FITTINGS, which price shall be payment in full for all labor, equipment, and material, testing and disinfecting, to complete the work as specified herein.

### **STEEL CASINGS**

**Description**. This work shall consist of steel casing pipe at the locations as shown on the plans and as directed by the ENGINEER.

**Materials.** Steel casing pipe shall have a minimum yield strength not less than 35,000 psi. Minimum steel casing pipe size and a minimum wall thickness of ½". All casing pipe shall be manufactured of new billet steel, cylindrical, with smooth bituminous coated walls inside and outside. Steel casing pipe shall conform to ASTM A53 Grade B, ASTM A139 Grade A, or pipe fabricated in accordance with AWWA C200 using ASTM A36 steel. Casing pipe minimum wall thickness shall be as required by requirements of the Village of Algonquin, or the CONTRACTOR's method of construction, whichever is greater.

**Measurement and Payment**. This work will be measured and paid for at the contract unit price per FOOT for STEEL CASINGS, of the size specified, which price shall include all labor, equipment, and material necessary to complete the specified work.

#### WATER MAIN REMOVAL

**Description:** This work shall consist of the removal of portions of the existing water main and capping of the portions that are to remain in place. This work shall be performed at locations shown on the plans and/or subject to the review of the ENGINEER.

Excavation required for water main removal shall be performed in accordance with the applicable portion of the Special Provision "Ductile Iron Pipe Water Main" included herein. Water main removal shall end either at a joint or at a location where the existing pipe has been saw cut to provide a smooth, even surface so as to allow a watertight joint. After removal of the existing pipe, the integrity of that portion which is to remain in place shall be checked to ensure that the pipe end has not been damaged. Additional removal

required by non-compliance with this Special Provision will be performed at the CONTRACTOR'S expense and no additional compensation will be allowed. The existing water main shall be capped at all locations where removal is specified. The valves that control the existing water distribution system may not be adequate to completely shut down the system and the CONTRACTOR should expect some residual pressure to be preset when the cap is installed.

**Method of Measurement:** If the excavation required for the removal operation falls within a paved area (existing or proposed), it shall be backfilled with trench backfill. Trench backfill will not be measured for payment but shall be considered incidental to the contract unit price per lineal foot for water main removal.

**Basis of Payment:** This work will be paid for at the contract unit price per lineal FOOT for WATER MAIN REMOVAL, of the diameter specified, measured as removed. This price shall include excavation, capping of existing water mains that remain in place, and backfill as herein specified.

#### SANITARY MANHOLE, SPECIAL

<u>Description</u>: This work shall consist of Sanitary Manholes in accordance with the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and Section 602 of the STANDARD SPECIFICATIONS.

All lids for sanitary manholes shall have the words "VILLAGE OF ALGONQUIN" and "SANITARY" cast into them with the Village of Algonquin logo in conformance with the Village of Algonquin Standards as specified in the Construction Details in the plans.

<u>Measurement and Payment</u>: This work will be paid for at the contract unit price EACH for SANITARY MANHOLES, SPECIAL 4' in diameter, which price shall include all materials, labor and equipment required to complete the work as specified.

### **SANITARY SEWERS**

**Description:** This work shall consist of constructing PVC sanitary sewers of the size specified at locations shown on the plans in accordance with Divisions II and III of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and the applicable requirements of Section 550 of the "Standard Specifications for Road and Bridge Construction."

**Materials:** Polyvinyl chloride (PVC) sewer pipe conforming to ASTM D-3034 with gasket joints conforming to ASTM-3212. The Standard Dimension Ration (SDR) for the PVC sewer pipe shall be 26.

**Basis of Payment.** This work will be paid for at the contract unit prices per foot for SANITARY SEWER of the size specified, which price shall include all pipe fittings, joint materials, making all connections, excavation and backfilling.

Trench backfill will be paid for separately.

### **WASHOUT BASIN**

<u>Description.</u> This item shall consist of constructing and maintaining a washout basin for concrete trucks and other construction vehicles.

<u>Requirements.</u> The work shall include general maintenance and removal of all construction debris.

<u>Basis of Payment.</u> This item will be paid for at the contract unit price per lump sum for WASHOUT BASIN.

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

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

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

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

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

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

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

METHOD OF MEASUREMENT: The unit of measurement is in hours.

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

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

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

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

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

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

# 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.

general liability insurance policy in accordance with Article 107.27:	Contractor's
The entities listed above and their officers, employees, and agents shall be independent to held harmless in accordance with Article 107.26.	emnified and

#### **DEPARTMENT OF THE ARMY**



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

January 30, 2018

Technical Services Division Regulatory Branch LRC-2017-00830

SUBJECT: Bridge Replacement over Crystal Creek, Main Street, Algonquin, McHenry County, Illinois (Latitude 42.16665, Longitude -88.29256)

Robert Mitchard Village of Algonquin 2200 Harnish Road Algonquin, Illinois 60102

Dear Mr. Mitchard:

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

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "FAU 4560 (Main Street), Section 16-00090-01-BR, Project 7KH9(868), McHenry County, C-91-086-18" dated 1/10/2018. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

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

The following special conditions are a requirement of your authorization:

 This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the McHenry Lake Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices onsite.

- a. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. You shall contact the SWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.
- b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
- c. Prior to commencement of any in-stream work, you shall submit constructions plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.
- 2. Under no circumstances shall the Contractor prolong final grading and shaping so that the entire project can be permanently seeded at one time. Permanent stabilization within the wetland and stream buffers identified in the plans shall be initiated immediately following the completion of work. Final stabilization of these areas should not be delayed due to utility work to be performed by others.
- 3. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.
- 4. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
- 5. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
- 6. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
- 7. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.

- 8. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
- 9. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or preconstruction conditions and fully stabilized prior to accepting flows.
- 10. This site is within the aboriginal homelands of several American Indian Tribes. If any human remains, Native American cultural items or archaeological evidence are discovered during any phase of this project, interested Tribes request immediate consultation with the entity of jurisdiction for the location of discovery. In such case, please contact Julie Rimbault by telephone at (312) 846-5542, or email at Julie.C.Rimbault@usace.army.mil.
- 11. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
- 12. A copy of this authorization must be present at the project site during all phases of construction.
- 13. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
- 14. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. If you have any questions regarding Section 401 certification, please contact Mr. Darin LeCrone at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-0610.

Once you have completed the authorized activity, please sign and return the enclosed
compliance certification. If you have any questions, please contact Julie Rimbault of my staff by
telephone at (312) 846-5542, or email at Julie.C.Rimbault@usace.army.mil.

Sincerely,

Diedra McLaurin Team Lead West Section Regulatory Branch

Enclosures

Copy Furnished:

Illinois Department of Natural Resources/OWR (Gary Jereb) McHenry-Lake County SWCD (Ed Weskerna) Christopher B. Burke Engineering, Ltd. (Thomas McArdle)



#### PERMIT COMPLIANCE

#### **CERTIFICATION**

Permit Number:	LRC-2017-00830
Permittee:	Robert Mitchard Village of Algonquin
Date:	January 30, 2018
accordance with the to	ne work authorized by the above-referenced permit has been completed in erms and conditions of said permit and if applicable, compensatory wetland eted in accordance with the approved mitigation plan. <sup>1</sup>
PERMITTEE	

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers Chicago District, Regulatory Branch 231 South LaSalle Street, Suite 1500 Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

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

## Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1 201 West Center Court / Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS

Regulated Floodway Construction Permit Approval

Village of Algonquin

Location: Main Street over Crystal Creek Overflow

Section No.: 16-00090-00-PV

File No.: 504

Existing Structure No.: 056-0015 Proposed Structure No.: 056-6014

McHenry County

May 12, 2017

Mr. Robert Mitchard Director of Public Works Village of Algonquin 110 Meyer Drive Algonquin, IL 60102

Dear Mr. Mitchard:

Attached is the Regulated Floodway Construction Permit No. DIL-17-004 for the above-referenced project authorizing the construction of a bridge replacement on Main Street over Crystal Creek Overflow.

The project consists of a bridge replacement on Main Street over Crystal Creek Overflow. The proposed bridge replacement will consist of 12-17" Precast Box Girder Beam and a 5" concrete Overlay with a span length of 28'-0" and a 60'-0" back to back of abutments. The project is located Section 28, Township 43 North, Range 8 East of the 3" Prime Meridian, McHenry County, as part of Section Number 16-00090-00-PV, Structure 056-6014.

This Permit grants permission to the Village to only perform construction activities in a floodway.

If you have any questions or need additional information, please contact Alex Househ, Field Engineer, at extension 4410.

Very truly yours,

Anthony J. Quigley, P.E. Region One Engineer

By:

Christopher J. Holt, P.E. Bureau Chief of Local Roads and Streets

Attachment

cc: Michael Kerr, P.E., Christopher B. Burke Engineering w/att.



## Illinois Environmental Protection Agency

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

#### **Uncontaminated Soil Certification**

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

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

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

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

I. Source Loc	ation information	n			
(Describe the loca	ation of the source of	the uncontaminated soi	))		
Project Name: Al	gonquin Downtown S	treetscape Stage 1	Office Phone	Number, if available:	
Physical Site Loca	ation (address, incldu	ding number and street	):		
Portions of Main	Street and Algonquin	Road - See Attached F	igures		
City: Algonquin		State: <u>IL</u>	Zip Code: <u>60102</u>		
County: McHenry			Township: Algonquii	1	
Lat/Long of appro	ximate center of site	in decimal degrees (DD	.ddddd) to five decima	al places (e.g., 40.67890	, -90.12345):
Latitude: 42.1	68884 Longit	ude: -88.290225			
(Dec	imal Degrees)	(-Decimal Degre	ees)		
Identify how the	e lat/long data were d	etermined:			
□ GPS 🗵	Map Interpolation	Photo Interpolation	Survey	Other	
	map into polation	· moto interpolation	ourroy	0.1101	
-0					
IEPA Site Numbe	r(s), if assigned:	BOL:	BOW:	BOA:	
II Owner/One	erator Informatio	n for Source Site			
ii. Owner/ope	Site Owner	ir for Gource Offe		Site Operato	or
Name:	/illage of Algonquin		Name:		
Street Address: 1	10 Meyer Drive		Street Address:		
PO Box:			PO Box:		
City:	Algonquin	State: IL	City:		_ State:
Zip Code:	0102 Pho	ne: <u>847-658-2754</u>	Zip Code:	Phone:	
Contact:	Shawn Hurtig, Project	Manager	Contact:		
Email, if available	: shawnhurtig@algor	nguin.org	Email, if available:		

Project Name: Algonquin Downtown Streetscape Stage 1

Latitude: <u>42.168884</u> Longitude: **-**88.290225

#### **Uncontaminated Site Certification**

#### III. Basis for Certification and Attachments

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

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

A limited historical & regulatory review was performed to identify PIPs. Site reconnaissance was performed while sampling to evaluate on-site environmental conditions & potential PIPs. Based on the nature & scope of the project, 16 soil samples were collected for indicator contaminants associated with identified PIPs, and screened with a PID. Fig 2 to 5 show sample locations.

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

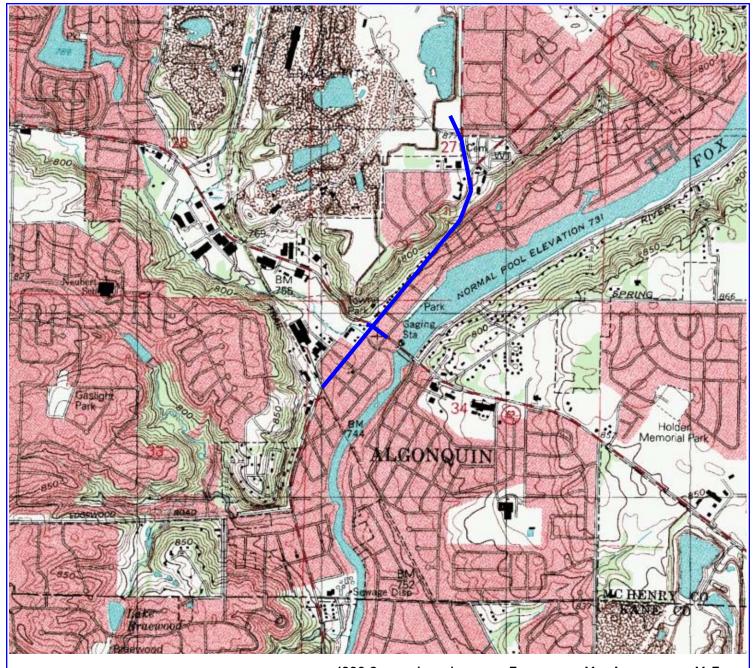
See attached analytical summary tables, laboratory reports and associated NELAC certification. Figure 2 identifies the project area that is covered by this certification.

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

Iname of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 III. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

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

Company Name:	True North Consultants		
Street Address:	1240 Iroquois Avenue, S	uite 206	
City:	Naperville	State: IL Zip Code: 60563	
Phone:	630.717.2880	<u> </u>	PROFESSIONAL TO
Sean P. Brady P.E.		_	
Printed National Profession Licensed Profession	2	07,24, Z017 Date:	SEAN P. BRADY 962-067794



1992 Crystal Lake, Illinois — Topographic Map Adapted from MyTopo

APPROXIMATE SITE LOCATION

TRUENORTH

I240 IROQUOIS AVE, SUITE 206 NAPERVILLE, ILLINOIS 60563 SITE LOCATION SECTION OF ALGONOUIN ROAD & MAIN STREET

**A**LGONQUIN, **I**LLINOIS

CLIENT

VILLAGE OF ALGONQUIN
IIO MEYER DRIVE
ALGONQUIN, ILLINOIS 60102



NOT TO SCALE

FIGURE

I
PROJECT NUMBER

TII7120

DATE

5/5/2017



2016 — AERIAL PHOTOGRAPH ADAPTED FROM MICROSOFT BING

← APPROXIMATE LOCATION OF PROPOSED SOIL BORING

APPROXIMATE LOCATION OF PROPOSED SOIL BORING (PH ONLY)

TRUENORTH

I240 IROQUOIS AVE, SUITE 206 NAPERVILLE, ILLINOIS 60563 SITE LOCATION SECTIONS OF A

SECTIONS OF ALGONQUIN ROAD & MAIN STREET, ALGONQUIN, ILLINOIS

CLIENT

VILLAGE OF ALGONQUIN
IIO MEYER DRIVE
ALGONQUIN, ILLINOIS 60102



NOT TO SCALE

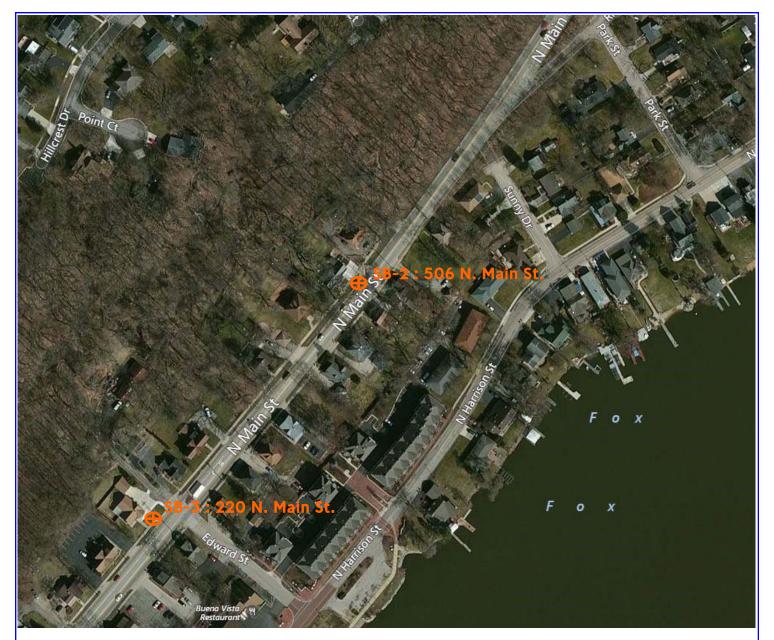
FIGURE

2

Project Number TII7I20

DATE

6/2/2017



2016 — AERIAL PHOTOGRAPH ADAPTED FROM MICROSOFT BING

**↔** APPROXIMATE LOCATION OF PROPOSED SOIL BORING

APPROXIMATE LOCATION OF PROPOSED SOIL BORING (PH ONLY)

TRUENORTH

I240 IROQUOIS AVE, SUITE 206 NAPERVILLE, ILLINOIS 60563 SITE LOCATION SECTIONS OF ALGONQUIN ROAD & MAIN STREET,

ALGONQUIN, ILLINOIS

CLIENT VILLAGE OF ALGONQUIN
IIO MEYER DRIVE

IIO MEYER DRIVE ALGONQUIN, ILLINOIS 60102



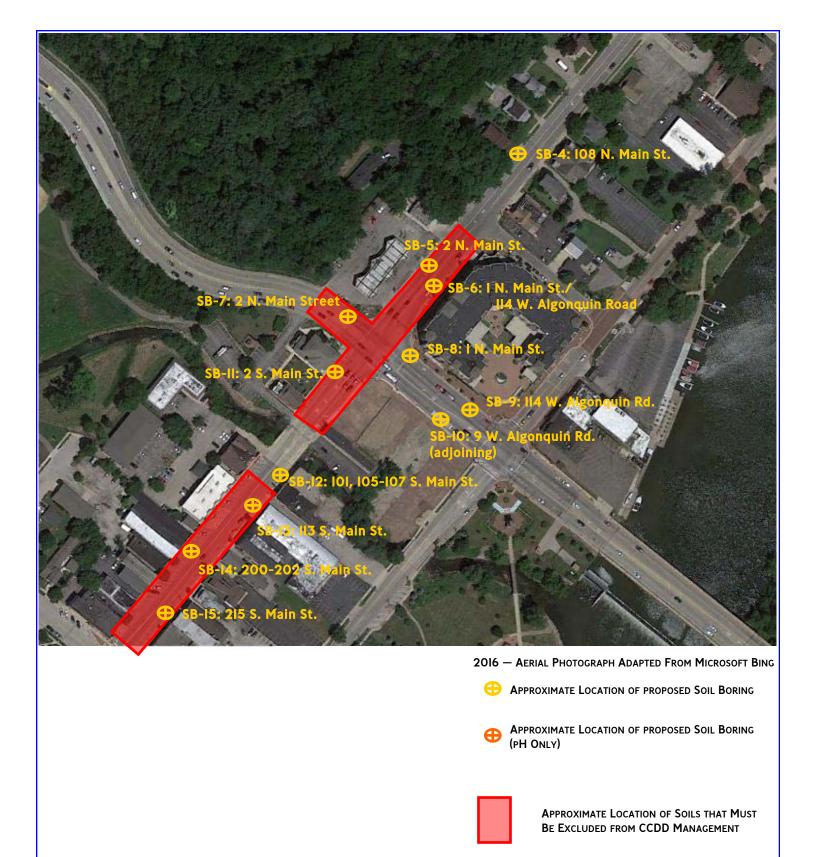
NOT TO SCALE

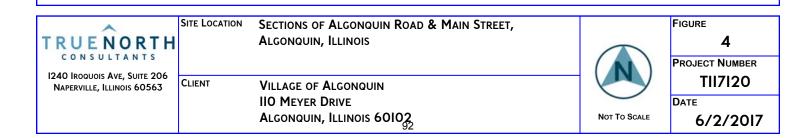
FIGURE 3

PROJECT NUMBER
TII7I20

DATE

6/2/2017







2016 — AERIAL PHOTOGRAPH ADAPTED FROM MICROSOFT BING

APPROXIMATE LOCATION OF PROPOSED SOIL BORING

APPROXIMATE LOCATION OF PROPOSED SOIL BORING (PH ONLY)



APPROXIMATE LOCATION OF SOILS THAT MUST BE EXCLUDED FROM CCDD MANAGEMENT.



1240 IROQUOIS AVE, SUITE 206 NAPERVILLE, ILLINOIS 60563

SITE LOCATION SECTIONS OF ALGONQUIN ROAD & MAIN STREET,

**A**LGONQUIN, **I**LLINOIS

CLIENT VILLAGE OF ALGONQUIN **IIO MEYER DRIVE** ALGONQUIN, ILLINOIS 60102



**TII7I20** DATE

FIGURE

6/2/2017

5 PROJECT NUMBER

#### TABLE I

#### Summary of Soil Analytical Results - Soil Characterization Sampling

#### Volatile Organic Compounds (VOCs)

CLIENT: Village of Algonquin

SAMPLE DATE: 5/22-23/2017 Main Street, Algonquin, Illinois 60555 **LABORATORY:** Prairie Analytical Systems, Inc.

SITE: PROJECT NUMBER: TII7120

MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

									Analytical N	lethod: EPA Meth	hod 5035A/8260B
	Maximum Allow	able Concentration	Sample ID	SB-4	SB-5	SB-6	SB-7	SB-8	SB-II		
		n a Metropolitan	Sample Date	5/22-23/2017	5/22-23/2017	5/22-23/2017	5/22/2017	5/22/2017	5/22/2017		
Contaminant of Concern	Statistic	al Area (MSA)	Depth	10-12'	5-7'	10-12'	7.5-10'	7.5-10'	9-101		
	Value	Objective	Soli Type	Sandy Clay	Sandy Clay	Sandy Clay	Silty Clay	Silty Clay	Gravelly Sand		
Acetone	25	MAC		∢0.0487	0.0725	(0.0600	< 0.0368	⟨ 0.0488	∢1.38		
Benzene	0.03	MAC		< 0.00487	< 0.00476	⟨ 0.00600	< 0.00368	< 0.00488	< O.I38		
Bromodichloromethane	0.6	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
Bromoform	0.8	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
Bromomethane	0.2	MAC		< 0.00974	< 0.00952	< 0.0I20	< 0.00736	< 0.00975	∢0.275		
2-Butanone	17	MAC		< 0.00974	< 0.00952	< 0.0I20	< 0.00736	< 0.00975	∢0.275		
Carbon disulfide	9	MAC		< 0.00974	< 0.00952	< 0.0120	< 0.00736	< 0.00975	1.64		
Carbon tetrachloride	0.07	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
Chlorobenzene	ı	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< 0.I38		
Chloroform	0.3	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< 0.I38		
I,2-Dibromo-3-chloropropane	0.002	MAC		< 0.000974	< 0.000952	< 0.00I20	< 0.000736	< 0.000975	< 0.0275		
Dibromochloromethane	0.4	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
I,2-Dibromoethane	0.005	MAC		⟨ 0.00195	(0.00190	< 0.00240	< 0.00147	< 0.00195	< 0.0550		
I,2-Dichlorobenzene	17	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
I,4-Dichlorobenzene	2	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
I,I-Dichloroethane	23	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
I,2-Dichloroethane	0.02	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
I,I-Dichloroethylene	0.06	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
cis-I,2-Dichloroethylene	0.4	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
trans-I,2-Dichloroethylene	0.7	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
I,2-Dichloropropane	0.03	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< O.I38		
cis-I,3-Dichloropropene	0.005	MAC		< 0.00292	< 0.00286	< 0.00360	< 0.0022l	< 0.00293	∢0.0826		
trans-I,3-Dichloropropene	0.005	MAC		< 0.00292	< 0.00286	< 0.00360	< 0.0022l	< 0.00293	∢0.0826		
I,3-Dichloropropene (total)	0.005	MAC		< 0.00292	< 0.00286	< 0.00360	< 0.0022l	< 0.00293	∢0.0826		
Ethylbenzene	13	MAC		< 0.00487	< 0.00476	< 0.00600	0.0531	< 0.00488	0.949		
Methyl tertiary-butyl ether	0.32	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< 0.138		
Methylene chloride	0.02	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< 0.138		
Styrene	4	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< 0.138		
Tetrachloroethylene	0.06	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	< 0.00488	< 0.I38		
Toluene	12	MAC		0.00898	< 0.00476	0.0104	0.00832	< 0.00488	< O.I38		
I,I,I-Trichloroethane	2	MAC		< 0.00487	< 0.00476	< 0.00600	< 0.00368	⟨0.00488	< O.I38		
I,I,2-Trichloroethane	0.02	MAC		0.00648	< 0.00476	< 0.00600	< 0.00368	⟨0.00488	< O.I38		
Trichloroethylene	0.06	MAC		< 0.00487	< 0.00476	(0.00600	< 0.00368	< 0.00488	< O.I38		
Vinyl Acetate	10	MAC		< 0.00487	< 0.00476	(0.00600	< 0.00368	< 0.00488	< O.I38		
Vinyl Chloride	0.01	MAC		< 0.00487	< 0.00476	(0.00600	< 0.00368	< 0.00488	< O.I38		
o-Xylene	6.5	MAC		< 0.00487	< 0.00476	(0.00600	0.00415	< 0.00488	0.211		
m,p-Xylenes	5.6	MAC		< 0.00974	< 0.00952	< 0.0I20	0.0334	< 0.00975	1.51		
Xylenes (total)	5.6	MAC		< 0.0I46	< 0.0143	< O.0I8O	0.0376	< 0.0146	1.72		

#### lotes:

Constituents that are not identified in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

< = Analyte not detected (i.e. less than RL or MDL)</p>

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed.

 ${\sf NE}$  =  ${\sf No}$  remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.



#### TABLE 2

#### Summary of Soil Analytical Results - Soil Characterization Sampling

#### Benzene, Ethylbenzene, Toluene and total Xylenes (BETX)

CLIENT: Village of Algonquin SAMPLE DATE: 5/22-23/2017

SITE: Main Street, Algonquin, Illinois 60555

PROJECT NUMBER: TII7120 MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Maximum Allow	able Concentration	Sample ID	SB-9	SB-IO	SB-I2	SB-I3	SB-I4	SB-I5	
	(MAC) within a Me	(MAC) within a Metropolitan Statistical		5/22-23/2017	5/22-23/2017	5/22-23/2017	5/22/2017	5/22/2017	5/22/2017	
Contaminant of Concern	Area (MSA)		Depth	5-7.5'	10-12'	22.5-25'	7.5-10'	5-7'	7.5-10'	
	Value	Objective	Soil Type	Gravelly Sand	Sand	Silty Clay	Sandy Gravel	Fill	Sandy Gravel	
Benzene	0.03	MAC		< 0.00492	⟨ 0.0054	⟨ 0.0047	< 0.00384	0.0817	< 0.00455	
Ethylbenzene	13	MAC		⟨ 0.00492	⟨ 0.0054	⟨ 0.0047	< 0.00384	< 0.00445	< 0.00455	
Toluene	I2	MAC		0.00637	⟨ 0.0054	⟨ 0.0047	0.00479	0.0305	0.00471	
Xylenes (total)	5.6	MAC		< 0.0∣48	< 0.0162	< 0.0141	< 0.0∥5	< 0.0∣34	< 0.0∣37	

#### Notes:

Constituents that are not identified in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

c = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed.

NE = No remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.



#### TABLE 3

#### Summary of Soil Analytical Results - Soil Characterization Sampling

#### Semi-Volatile Organic Compounds (SVOCs)

CLIENT: Village of Algonquin

SITE: Main Street, Algonquin, Illinois 60555

PROJECT NUMBER: TII7I20 SAMPLE DATE: July 22, 2016

**LABORATORY:** Prairie Analytical Systems, Inc.

MATRIX: Soil

										Analytical Method: EP	Method 62/
		vable Concentration	Sample ID	SB-4	SB-5	SB-6	SB-7	SB-8	SB-II		
		etropolitan Statistical	Sample Date	5/22/2017	5/22/2017	5/22/2017	5/22/2017	5/22/2017	5/22/2017		
Contaminant of Concern	Are	ea (MSA)	Depth	10-12'	5-7'	10-12'	7.5-10'	7.5-10'	9-10'		
	Value	Objective	Soil Type	Sandy Clay	Sandy Clay	Sandy Clay	Silty Clay	Silty Clay	Gravelly Sand		
Acenaphthene	570	MAC		< 0.382	< 0.397	( 0.396	< 0.368	(0.408	( 0.364		
Anthracene	12000	MAC		< 0.382	∢ 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Benzo(a)anthracene	1.8	MAC		< 0.382	∢ 0.397	( 0.396	∢ 0.368	< 0.408	< 0.364		
Benzo(b)fluoranthene	2.1	MAC		< 0.382	∢ 0.397	( 0.396	∢ 0.368	< 0.408	< 0.364		
Benzo(k)fluoranthene	9.0	MAC		< 0.382	< 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Benzo(a)pyrene	2.1	MAC		< 0.0688	< 0.0716	< 0.0713	< 0.0663	∢ 0.0735	< 0.0655		
Benzoic Acid	400	MAC		< 0.382	∢ 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Bis(2-chloroethyl)ether	0.66	MAC		< 0.382	∢ 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Bis(2-ethylhexyl)phthalate	46	MAC		< 0.382	∢0.397	( 0.396	∢ 0.368	( 0.408	< 0.364		
Butyl benzyl phthalate	930	MAC		< 0.382	∢0.397	( 0.396	∢ 0.368	( 0.408	< 0.364		
Carbazole	0.6	MAC		< 0.382	∢0.397	( 0.396	∢ 0.368	( 0.408	< 0.364		
4-Chloroaniline	0.7	MAC		< 0.382	∢ 0.397	( 0.396	∢ 0.368	< 0.408	< 0.364		
2-Chlorophenol	1.5	MAC		< 0.382	( 0.397	( 0.396	< 0.368	( 0.408	< 0.364		
Chrysene	88	MAC		< 0.382	( 0.397	( 0.396	< 0.368	( 0.408	< 0.364		
Di-n-butyl phthalate	2300	MAC		< 0.382	( 0.397	( 0.396	< 0.368	( 0.408	< 0.364		
Di-n-octyl phthalate	1600	MAC		< 0.382	⟨ 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Dibenz(a,h)anthracene	0.42	MAC		< 0.0688	< 0.0716	< 0.0713	< 0.0663	< 0.0735	< 0.0655		
3,3'-Dichlorobenzidine	1.3	MAC		< 0.0765	⟨ 0.0796	⟨ 0.0792	< 0.0736	< 0.0816	< 0.0728		
2,4-Dichlorophenol	0.48	MAC		⟨ 0.229	₹ 0.239	∢ 0.238	⟨ 0.22	∢ 0.245	< 0.218		
Diethyl phthalate	470	MAC		< 0.382	∢ 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
2,4-Dimethylphenol	9	MAC		< 0.382	( 0.397	( 0.396	< 0.368	( 0.408	< 0.364		
2,4-Dinitrophenol	3.3	MAC		< 0.172	< 0.179	< 0.178	< 0.166	< 0.I84	< 0.164		
2,4-Dinitrotoluene	0.25	MAC		< 0.II5	( O.II9	< O.II9	< O.IIO	< 0.l22	< 0.109		
2,6-Dinitrotoluene	0.26	MAC		< 0.II5	< O.II9	< O.II9	< O.IIO	< 0.l22	< 0.109		
Fluoranthene	3100	MAC		< 0.382	< 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Fluorene	560	MAC		< 0.382	< 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Hexachlorobenzene	0.4	MAC		< 0.II5	< O.II9	< O.II9	OILO >	< 0.122	< 0.109		
Hexachlorocyclopentadiene	1.1	MAC		< 0.382	∢ 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Hexachloroethane	0.5	MAC		∢0.229	∢ 0.239	∢ 0.238	0.457	∢ 0.245	∢ 0.2I8		
ndeno(I,2,3-cd)pyrene	1.6	MAC		< 0.382	₹0.397	( 0.396	< 0.368	( 0.408	< 0.364		
sophorone	8	MAC		< 0.382	₹0.397	( 0.396	< 0.368	( 0.408	< 0.364		
2-Methylphenol	15	MAC		< 0.382	₹0.397	( 0.396	< 0.368	( 0.408	< 0.364		
Naphthalene	1.8	MAC		< 0.382	⟨ 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Nitrobenzene	0.26	MAC		⟨ 0.0860	⟨ 0.0895	( O.089I	< 0.0828	< 0.0918	< 0.0819		
N-Nitroso-di-n-propylamine	0.0018	MAC		< 0.000684	< 0.000712	< 0.000708	< 0.000659	< 0.000730	< 0.00065I		
N-Nitrosodiphenylamine	ı	MAC		< 0.382	⟨ 0.397	⟨ 0.396	< 0.368	< 0.408	< 0.364		
Pentachlorophenol	0.02	MAC		< 0.0II5	< O.OII9	< O.0II9	< 0.0IIO	< 0.0I22	< O.0I09		
Phenol	100	MAC		< 0.382	< 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
Pyrene	2300	MAC		⟨0.382	< 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
,2,4-Trichlorobenzene	5	MAC		⟨0.382	< 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
2,4,5-Trichlorophenol	26	MAC		⟨0.382	< 0.397	( 0.396	< 0.368	< 0.408	< 0.364		
2.4.6-Trichlorophenol	0.66	MAC		⟨ 0.172	⟨ 0.179	⟨ 0.178	< 0.166	⟨ 0.184	⟨ 0.164		

onstituents that are not identifed in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

c = Analyte not detected (i.e. less than RL or MDL)
All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.
NA = This constituent was not analyzed.
NE = No remediation objective established by the IEPA for this constituent.
Bold identifies an exceedence of the referenced objective.



#### TABLE 4

#### Summary of Soil Analytical Results - Soil Characterization Sampling

#### Polynuclear Aromatic Hydrocarbons (PNAs)

**CLIENT:** Village of Algonquin

SAMPLE DATE: 5/22-23/2017

SITE: Main Street, Algonquin, Illinois 60555

**LABORATORY:** Prairie Analytical Systems, Inc.

MATRIX: Soil

KIN: 3011

Analytical Method: EPA Method 8270

	Maximum Allowable Concentration (MAC) within a Metropolitan Statistical		Sample ID	SB-9	SB-IO	SB-I2	SB-I3	SB-I4	SB-I5	
Contaminant of Concern			Sample Date	5/22-23/2017	5/22-23/2017	5/22-23/2017	5/22/2017	5/22/2017	5/22/2017	
Contaminant of Concern	Ar	ea (MSA)	Depth	5-7.5'	10-12'	22.5-25'	7.5-10'	5-7'	7.5-10'	
	Value	Objective	Soil Type	Gravelly Sand	Sand	Silty Clay	Sandy Gravel	Fill	Sandy Gravel	
Acenaphthene	570	MAC		< 0.3II	< 0.344	< 0.338	< 0.328	< 0.339	< 0.320	
Anthracene	12000	MAC		< 0.3II	< 0.344	< 0.338	∢0.328	< 0.339	< 0.320	
Benzo(a)anthracene	1.8	MAC		< 0.3II	(0.344	< 0.338	∢ 0.328	< 0.339	< 0.320	
Benzo(b)fluoranthene	2.1	MAC		< 0.3II	< 0.344	< 0.338	∢0.328	< 0.339	< 0.320	
Benzo(k)fluoranthene	9.0	MAC		< 0.3II	< 0.344	< 0.338	∢0.328	< 0.339	< 0.320	
Benzo(a)pyrene	2.I	MAC		< 0.0570	< 0.0631	< 0.0619	< 0.0602	⟨ 0.062	< 0.0587	
Chrysene	88	MAC		< 0.3II	< 0.344	< 0.338	∢0.328	< 0.339	< 0.320	
Dibenz(a,h)anthracene	0.42	MAC		< 0.0570	< 0.0631	< 0.0619	< 0.0602	< 0.062I	< 0.0587	
Fluoranthene	3100	MAC		< 0.3II	< 0.344	< 0.338	∢0.328	< 0.339	< 0.320	
Fluorene	560	MAC		< 0.3Ⅱ	< 0.344	< 0.338	∢0.328	< 0.339	< 0.320	
Indeno(I,2,3-cd)pyrene	1.6	MAC		< 0.3II	(0.344	< 0.338	∢ 0.328	< 0.339	< 0.320	
Naphthalene	1.8	MAC		< 0.3Ⅱ	< 0.344	< 0.338	∢0.328	< 0.339	< 0.320	
Pyrene	2300	MAC		< 0.3II	< 0.344	< 0.338	∢0.328	< 0.339	< 0.320	

#### Notes:

Constituents that are not identifed in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

< = Analyte not detected (i.e. less than RL or MDL)</p>

PROJECT NUMBER:

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed.

NE = No remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.



#### TABLE 5

## Summary of Soil Analytical Results - Soil Characterization Sampling

## Polychlorinated Biphenyls (PCBs)

CLIENT: SITE:

PROJECT NUMBER:

**SAMPLE DATE:** 5/22-23/2017

**LABORATORY:** Prairie Analytical Systems

MATRIX: Soil

Analytical Method: EPA Method 6020

	Alialytical Method 6020								
	Maximum Allowable Concentration (MAC) within a Metropolitan Statistical Area (MSA)		Sample ID	SB-6	SB-8				
			Sample Date	5/22/2017	5/22/2017				
Contaminant of Concern	Statistical	AI Ca (MSA)	Depth	10-12'	7.5-10'				
	Value	Objective	Soil Type	Sandy Clay	Silty Clay				
Aroclor IOI6	1	MAC		⟨ 0.0399	< 0.0410				
Aroclor I22I	1	MAC		∢0.0399	< 0.0410				
Aroclor I232	I	MAC		⟨0.0399	< 0.0410				
Aroclor I242	I	MAC		(0.0399	< 0.0410				
Aroclor I248	1	MAC		∢0.0399	< 0.0410				
Aroclor I254	1	MAC		∢0.0399	< 0.0410				
Aroclor I260	ı	MAC		< 0.0399	< 0.0410				

#### Notes:

Constituents that are not identified in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

< = Analyte not detected (i.e. less than RL or MDL)</p>

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed.

NE = No remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.



#### TABLE 6

## Summary of Soil Analytical Results - Soil Characterization Sampling

## Resource Conservation Recovery Act (RCRA) Metals

**CLIENT:** Village of Algonquin

**SAMPLE DATE:** 5/22-23/2017

SITE: Main Street, Algonquin, Illinois 60555

**LABORATORY:** Prairie Analytical Systems, Inc.

MATRIX: Soil

PROJECT NUMBER: TII7120

Analytical Method: EPA Method 6010/6020

							Allalytical Pictility and Pictility College Co						
			Sample ID	SB-4	SB-5	SB-6	SB-7	SB-8	SB-9	SB-IO	SB-II		
Mayimum A		laximum Allowable Concentration		5/22/2017	5/22/2017	5/22/2017	5/22/2017	5/22/2017	5/22/2017	5/22/2017	5/22/2017		
Contaminant of Consum	(MAC) within a Metropolitan Statistical Area (MSA)		рН	7.6	8.5	7.9	8.7	7.9	8.5	8.2	8.2		
Contaminant of Concern			6.25 ≤ pH ≤ 9.0	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
			Depth	10-12'	5-7'	10-12'	7.5-10'	7.5-10'	5-7.5'	10-12'	9-10'		
	Value	Objective	Soil Type	Sandy Clay	Sandy Clay	Sandy Clay	Silty Clay	Silty Clay	Gravelly Sand	Sand	Gravelly Sand		
Arsenic	13	MAC		4.68	6.22	4.38	12.3	4.02	2.30	< 0.562	17.5		
Barium	1,500	MAC		32.8	96.0	43.9	30.4	72.6	6.85	5.80	21.6		
Cadmium	5.2	MAC		0.452	0.443	0.419	0.407	0.604	< 0.260	⟨ 0.28	0.376		
Chromium	21	MAC		8.24	17.4	9.68	15.5	20.3	3.94	2.36	8.44		
Lead	107	MAC		5.43	7.65	5.71	17.3	6.47	13.4	0.843	86.0		
Mercury	0.89	MAC		< 0.09II	⟨ 0.090	⟨ 0.09 2	∢ 0.0828	< 0.0963	< 0.0833	< 0.0900	< 0.0857		
Selenium	1.3	MAC		∢ 0.570	< 0.563	∢ 0.570	< 0.5Ⅰ8	< 0.602	< 0.520	< 0.562	0.817		
Silver	4.4	MAC		< 0.570	< 0.563	< 0.570	< 0.5l8	< 0.602	< 0.520	< 0.562	< 0.536		

#### Notes:

Constituents that are not identified in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

< = Analyte not detected (i.e. less than RL or MDL)</p>

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed.

NE = No remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.



#### TABLE 6 (continued)

## Summary of Soil Analytical Results - Soil Characterization Sampling

## Resource Conservation Recovery Act (RCRA) Metals

**CLIENT:** Village of Algonquin

SAMPLE DATE: 5/22-23/2017

SITE: Main Street, Algonquin, Illinois 60555

LABORATORY: Prairie Analytical Systems, Inc.

PROJECT NUMBER: TII7120

MATRIX: Soil

Analytical Method: EPA Method 6010/6020

									Allulytic	ai riccioa. El A ri	Ctilog 00107 0020
Maximum Allowable Concentration		Sample ID	SB-I2	SB-I3	SB-I4	SB-15	SB-16				
		Sample Date	5/23/2017	5/23/2017	5/23/2017	5/23/2017	5/23/2017				
	(MAC) within a Metropolitan Statistical Area (MSA)		рН	8	II	9.8	9.1	8.6			
Contaminant of Concern			ncern Statistical Area	6.25 ≤ pH ≤ 9.0	Yes	No	No	No	Yes		
			Depth	22.5-25'	7.5-10'	5-7'	7.5-10'	5-7.5'			
	Value	Objective	Soil Type	Silty Clay	Sandy Gravel	Fill	Sandy Gravel	Sandy Gravel			
Arsenic	13	MAC		3.34	2.39	5.91	2.31				
Barium	1,500	MAC		38.5	60.4	44.6	7.97				
Cadmium	5.2	MAC		0.351	0.284	0.484	< 0.248				
Chromium	21	MAC		14.5	26.6	10.7	4.89				
Lead	107	MAC		4.76	II.7	79.2	1.96				
Mercury	0.89	MAC		⟨ 0.0897	0.123	0.141	⟨ 0.0794				
Selenium	1.3	MAC		< 0.56l	< 0.528	< 0.546	⟨ 0.496				
Silver	4.4	MAC		< 0.56l	< 0.528	⟨ 0.546	⟨ 0.496				

#### Notes:

Constituents that are not identified in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

< = Analyte not detected (i.e. less than RL or MDL)</p>

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NA = This constituent was not analyzed.

NE = No remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.



## ADJUSTING FRAMES AND GRATES (BDE)

Effective: April 1, 2017

Add the following to Article 602.02 of the Standard Specifications:

"(s) High Density Expanded Polystyrene Adjusting Rings	
with Polyurea Coating (Note 4)	1043.04
(t) Expanded Polypropylene (EPP) Adjusting Rings (Note 5)	1043.05

Note 4. High density expanded polystyrene adjusting rings with polyurea coating shall meet the design load requirements of AASHTO HS20/25. The rings may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 6 in. (150 mm). They shall be installed and sealed underneath the frames according to the manufacturer's specifications.

Note 5. Riser rings fabricated from EPP may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 6 in. (150 mm). An adhesive meeting ASTM C 920, Type S, Grade N5, Class 25 shall be used with EPP adjustment rings. The top ring of the adjustment stack shall be a finish ring with grooves on the lower surface and flat upper surface. The joints between all manhole adjustment rings and the frame and cover shall be sealed using the approved adhesive. In lieu of the use of an adhesive, an internal or external mechanical frame-chimney seal may be used for watertight installation. EPP adjustment rings shall not be used with heat shrinkable infiltration barriers."

Add the following to Section 1043 of the Standard Specifications:

"1043.04 High Density Expanded Polystyrene Adjusting Rings with Polyurea Coating. High density expanded polystyrene adjustment rings with polyurea coating shall be designed and tested to meet or exceed an HS25 wheel load according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M306 HS-25). The raw material suppliers shall provide certifications of quality or testing using the following ASTM standards, and upon request, certify that only virgin material was used in the manufacturing of the expanded polystyrene rings.

Dhysical Dranerty	Test Standard	Value			
Physical Property	rest Standard	3.0 lb/cu ft	4.5 lb/cu ft		
Compression Resistance	ASTM D 1621				
at 10% deformation		50 - 70	70 - 90		
at 5% deformation		45 - 60	60 - 80		
at 2% deformation		15 - 20	20 - 40		
Flexural Strength	ASTM D 790	90 - 120	130 - 200		
Water Absorption	ASTM D 570	2.0%	1.7%		
Coefficient of Linear Expansion	ASTM D 696	2.70E-06 in./in./ºF	2.80E-06 in./in./ºF		
Sheer Strength	ASTM D 732	55	80		

Tensile Strength	ASTM D 1623	70 - 90	130 - 140	
Water Vapor Transmission	ASTM C 355	0.82 - 0.86 perm - in.		

High density expanded polystyrene adjustment rings with polyurea coating shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to  $\pm$  0.063 in. ( $\pm$  1.6 mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface.

1043.05 Expanded Polypropylene (EPP) Adjusting Rings. The EPP adjusting rings shall be manufactured using a high compression molding process to produce a minimum finished density of 7.5 lb/cu ft (120 g/l). The EPP rings shall be made of materials meeting ASTM D 3575 and ASTM D 4819-13. The grade adjustments shall be designed and tested according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M 306 HS-25).

Grade rings shall contain upper and lower keyways (tongue and groove) for proper vertical alignment and sealing. The top ring, for use directly beneath the cast iron frame, shall have keyways (grooves) on the lower surface with a flat upper surface.

Adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall meet ASTM C 920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O.

EPP adjustment rings shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to  $\pm$  0.063 in.  $(\pm$  1.6 mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface."

# **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revise Article 107.40(b) of the Standard Specifications to read:

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
  - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
  - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
  - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
  - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor's yard or another job and the cost to re-mobilize, whichever is less.

Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

- "(b) No working day will be charged under the following conditions.
  - (1) When adverse weather prevents work on the controlling item.
  - (2) When job conditions due to recent weather prevent work on the controlling item.
  - (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
  - (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
  - (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
  - (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
	One Project Manager,
Over \$50,000,000	Two Project Superintendents,
Over ψ30,000,000	One Engineer, and
	One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

ETCP Adjustment (\$) = TE x (%/100 x CUP / OCT)

Extended Traffic Control occurs between December 1 and March 31:

ETCP Adjustment (\$) = TE x 1.5 (%/100 x CUP / OCT)

Where: TE = Duration of approved time extension in calendar days.

% = Percent maintenance for the traffic control, % (see table below).

CUP = Contract unit price for the traffic control pay item in place during the delay.

OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to \$2,000,000	65%
\$2,000,000 to \$10,000,000	75%
\$10,000,000 to \$20,000,000	85%
Over \$20,000,000	90%

When an ETCP adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

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

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
Julie 1, 2011		
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	F0.00	2004
June 1, 2012	50-99	
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (<a href="http://www.epa.gov/cleandiesel/verification/verif-list.htm">http://www.epa.gov/cleandiesel/verification/verif-list.htm</a>), or verified by the California Air Resources Board (CARB) (<a href="http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm">http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm</a>); 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

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

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

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

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

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

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

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

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

## **Diesel Retrofit Deficiency Deduction**

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

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

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

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

# DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments:
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 17.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

<u>DBE LOCATOR REFERENCES</u>. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index.

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
  - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.

(2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to <a href="DOT.DBE.UP@illinois.gov">DOT.DBE.UP@illinois.gov</a> or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors

are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration

Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor,

with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor:
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

# **EQUIPMENT PARKING AND STORAGE (BDE)**

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

"701.11 Equipment Parking and Storage. During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer."

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

Effective: January 1, 2010 Revised: April 1, 2016

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

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

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

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

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4% <sup>1/</sup>	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L	Ndesign < 90	92.5 - 97.4%	90.0%
IL-19.0	Ndesign = 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 <sup>2/</sup> – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%"

# **LIGHTS ON BARRICADES (BDE)**

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

"**701.16 Lights.** Lights shall be used on devices as required in the plans, the traffic control plan, and the following table.

Circumstance	Lights Required		
Daylight operations	None		
First two warning signs on each approach to the work involving a nighttime lane closure and "ROUGH GROOVED SURFACE" (W8-I107) signs	Flashing mono-directional lights		
Devices delineating isolated obstacles, excavations, or hazards at night (Does not apply to patching)	Flashing bi-directional lights		
Devices delineating obstacles, excavations, or hazards exceeding 100 ft (30 m) in length at night (Does not apply to widening)	Steady burn bi-directional lights		
Channelizing devices for nighttime lane closures on two-lane roads	None		
Channelizing devices for nighttime lane closures on multi-lane roads	None		
Channelizing devices for nighttime lane closures on multi-lane roads separating opposing directions of traffic	None		
Channelizing devices for nighttime along lane shifts on multilane roads	Steady burn mono-directional lights		
Channelizing devices for night time along lane shifts on two lane roads	Steady burn bi-directional lights		
Devices in nighttime lane closure tapers on Standards 701316 and 701321	Steady burn bi-directional lights		
Devices in nighttime lane closure tapers	Steady burn mono-directional lights		
Devices delineating a widening trench	None		
Devices delineating patches at night on roadways with an ADT less than 25,000	None		
Devices delineating patches at night on roadways with an ADT of 25,000 or more	None		

Batteries for the lights shall be replaced on a group basis at such times as may be specified by the Engineer."

Delete the fourth sentence of the first paragraph of Article 701.17(c)(2) of the Standard Specifications.

Revise the first paragraph of Article 603.07 of the Standard Specifications to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade for at least 72 hours."

# MANHOLES, VALVE VAULTS, AND FLAT SLAB TOPS (BDE)

Effective: January 1, 2018 Revised: March 2, 2018

<u>Description</u>. Manholes, valve vaults, and flat slab tops manufactured according to the current or previous Highway Standards listed below will be accepted on this contract:

Product	Current Standard	Previous Standard
Precast Manhole Type A, 4' (1.22 m) Diameter	602401-04	602401-03
Precast Manhole Type A, 5' (1.52 m) Diameter	602402	602401-03
Precast Manhole Type A, 6' (1.83 m) Diameter	602406-08	602406-07
Precast Manhole Type A, 7' (2.13 m) Diameter	602411-06	602411-05
Precast Manhole Type A, 8' (2.44 m) Diameter	602416-06	602416-05
Precast Manhole Type A, 9' (2.74 m) Diameter	602421-06	602421-05
Precast Manhole Type A, 10' (3.05 m) Diameter	602426	n/a
Precast Valve Vault Type A, 4' (1.22 m) Diameter	602501-03	602501-02
Precast Valve Vault Type A, 5' (1.52 m) Diameter	602506	602501-02
Precast Reinforced Concrete Flat Slab Top	602601-05	602601-04

When manufacturing to the current standards, the following revisions to the Standard Specifications shall apply:

Revise Article 602.02(g) of the Standard Specifications to read:

Note 4. All components of the manhole joint splice shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable."

Add the following to Article 602.02 of the Standard Specifications:

Note 5. The threaded rods for the manhole joint splice shall be according to the requirements of ASTM F 1554, Grade 55, (Grade 380)."

Add the following paragraph after the first paragraph of Article 602.07 of the Standard Specifications:

"Threaded rods connecting precast sections shall be brought to a snug tight condition."

Revise the second paragraph of Article 1042.10 of the Standard Specifications to read:

"Catch basin Types A, B, C, and D; Manhole Type A; Inlet Types A and B; Drainage Structures Types 1, 2, 3, 4, 5, and 6; Valve Vault Type A; and reinforced concrete flat slab top

(Highway Standard 602601) shall be according to AASHTO M 199 (M 199M), except the minimum wall thickness shall be 3 in. (75 mm). Additionally, catch basins, inlets, and drainage structures shall have a minimum concrete compressive strength of 4500 psi (31,000 kPa) at 28 days and manholes, valve vaults, and reinforced concrete flat slab tops shall have a minimum concrete compressive strength of 5000 psi (34,500 kPa) at 28 days."

## PAVEMENT MARKING REMOVAL (BDE)

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

"783.02 Equipment. Equipment shall be according to the following.

Note 1. Grinding equipment shall be approved by the Engineer."

Revise the first paragraph of Article 783.03 of the Standard Specifications to read:

"783.03 Removal of Conflicting Markings. Existing pavement markings that conflict with revised traffic patterns shall be removed. If darkness or inclement weather prohibits the removal operations, such operations shall be resumed the next morning or when weather permits. In the event of removal equipment failure, such equipment shall be repaired, replaced, or leased so removal operations can be resumed within 24 hours."

Revise the first and second sentences of the first paragraph of Article 783.03(a) of the Standard Specifications to read:

"The existing pavement markings shall be removed by the method specified and in a manner that does not materially damage the surface or texture of the pavement or surfacing. Small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage."

Revise the first paragraph of Article 783.04 of the Standard Specifications to read:

"**783.04 Cleaning.** The roadway surface shall be cleaned of debris or any other deleterious material by the use of compressed air or water blast."

Revise the first paragraph of Article 783.06 of the Standard Specifications to read:

"783.06 Basis of Payment. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL, or at the contract unit price per square foot (square meter) for PAVEMENT MARKING REMOVAL – GRINDING and/or PAVEMENT MARKING REMOVAL – WATER BLASTING."

Delete Article 1101.13 from the Standard Specifications.

# PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

Add the following to the end of the fourth paragraph of Article 109.11 of the Standard Specifications:

"If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made."

# PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 2016

Revised: April 1, 2017

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

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

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

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

# PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA				
Class of Conc.	Use	Air Content %		
PP	Pavement Patching Bridge Deck Patching (10)			
	PP-1 PP-2 PP-3 PP-4 PP-5	4.0 - 8.0"		

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type."

# PORTLAND CEMENT CONCRETE BRIDGE DECK CURING (BDE)

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

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

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

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

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

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

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

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

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

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

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

"1022.03 Waterproof Paper Blankets, White Polyethylene Sheeting, Burlap-Polyethylene Blankets, Cellulose Polyethylene Blankets, and Synthetic Fiber with Polymer Polyethylene Blankets. These materials shall be white and according to ASTM C 171.

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

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

# PORTLAND CEMENT CONCRETE SIDEWALK (BDE)

Effective: August 1, 2017

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

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

## PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

## SUBCONTRACTOR MOBILILATION PAYMENTS (BDE)

Effective: November 2, 2017

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage		
Less than \$10,000	25%		
\$10,000 to less than \$20,000	20%		
\$20,000 to less than \$40,000	18%		
\$40,000 to less than \$60,000	16%		
\$60,000 to less than \$80,000	0,000 14%		
\$80,000 to less than \$100,000	00 12%		
\$100,000 to less than \$250,000	10%		
\$250,000 to less than \$500,000	ess than \$500,000 9%		
\$500,000 to \$750,000	8%		
Over \$750,000	7%"		

**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

## WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: April 1, 2016

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

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

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

### Equipment.

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

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

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

- "(11) Equipment for Warm Mix Technologies.
  - a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

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

## Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

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

## Construction Requirements.

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

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

## Basis of Payment.

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

## WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

## WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 100 working days.

## **CONCRETE WEARING SURFACE**

Effective: June 23, 1994 Revised: October 4, 2016

<u>Description.</u> This work consists of placing a concrete wearing surface, to the specified thickness, on precast concrete members such as deck beams and deck panels. Included in this work is cleaning and preparing the precast concrete surface prior to placement of the concrete wearing surface. This work shall be according to the applicable articles of Section 503 and the following.

<u>Materials.</u> The concrete wearing surface shall be class BS concrete, except as follows, when Steel Bridge Rail is used in conjunction with concrete wearing surface, the 14 day mix design shall be replaced by a 28 day mix design with a compressive strength of 5000 psi (34,500 kPa) and a design flexural strength of 800 psi (5,500 kPa).

<u>Equipment:</u> The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

- (a) Surface Preparation Equipment. Surface preparation equipment shall be according to the applicable portions of Section 1100 and the following:
  - (1) Hand-Held Blast Cleaning Equipment. Blast cleaning using hand-held equipment may be performed by high-pressure waterblasting or abrasive blasting. Hand-held blast cleaning equipment shall have oil traps.
    - Hand-held high-pressure waterblasting equipment shall have a minimum water pressure of 7000 psi (48 MPa).
  - (2) Vacuum Cleanup Equipment. The equipment shall be equipped with fugitive dust control devices capable of removing wet debris and water all in the same pass. Vacuum equipment shall also be capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface.
- (b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.
- (c) Finishing Equipment. Finishing equipment shall be according to Article 503.03.
- (d) Mechanical Fogging Equipment. Mechanical fogging equipment shall be according to 503.03.

### **CONSTRUCTION REQUIREMENTS**

<u>Surface Preparation.</u> Prior to placement of the concrete wearing surface, the top surface of the precast concrete members shall be clean and free of all foreign material.

All debris of every type, including dirty water, resulting from the cleaning operation shall be reasonably confined during the performance of the cleaning work and shall be immediately and thoroughly removed from the cleaned surfaces and all other areas where debris may have accumulated.

Prior to placement of the concrete wearing surface, the Engineer will inspect the cleaned surface, all areas still contaminated shall be cleaned again at the Contractor's expense.

<u>Wearing Surface Placement.</u> The concrete wearing surface placement shall be according to Article 503.16 of the Standard Specifications. Areas to receive the overlay shall be either thoroughly or continuously wetted with water at least one hour before placement of the concrete wearing surface is started. When the surface is pre-wetted any accumulations of water shall be dispersed or removed prior to placement of the concrete wearing surface.

Plans for anchoring support rails and the mixture-placing procedure shall be submitted to the Engineer for approval.

<u>Curing and Protection.</u> The concrete shall be continuously wet cured for at least 14 days according to Article 1020.13(a)(5). However, if the minimum specified compressive strength or flexural strength is obtained prior to 14 days, the cure time may be reduced, but at no time shall the wet cure be less than 7 days. The concrete shall be protected from low air temperatures according to Article1020.13(d)(1) or (2), except the protection method shall remain in place for the entire curing period.

Opening to Traffic. The concrete wearing surface without Steel Bridge Rail attached may be opened to traffic when test specimens have obtained a minimum compressive strength of 4000 psi (27,500 kPa) or a minimum flexural strength of 675 psi (4650 kPa), but not prior to the completion of the wet cure. When Steel Bridge Rail is utilized, the concrete wearing surface may be opened when test specimens have obtained a minimum compressive strength of 5000 psi (34,500 kPa) or a minimum flexural strength of 800 psi (5500 kPa),but not prior to the completion of the wet cure.

<u>Method of Measurement.</u> Concrete wearing surface will be measured for payment in place and the area computed in square yards (square meters).

<u>Basis of Payment.</u> This work including cleaning and surface preparation will be paid for at the contract unit price per square yard (square meter) for CONCRETE WEARING SURFACE, of the thickness specified.

### **DRILLED SHAFTS**

Effective: October 5, 2015 Revised: October 4, 2016

Revise Section 516 of the Standard Specifications to read:

## "SECTION 516. DRILLED SHAFTS

- **516.01 Description.** This work shall consist of constructing drilled shaft foundations.
- **516.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) Reinforcement Bars	1006.10
(c) Grout (Note 2)	1024.01
(d) Permanent Steel Casing	
(e) Slurry (Note 3)	, ,

- Note 1. When the soil contains sulfate contaminates, ASTM C 1580 testing will be performed to assess the severity of sulfate exposure to the concrete. If the sulfate contaminate is >0.10 to <0.20 percent by mass, a Type II (MH) cement shall be used. If the sulfate contaminate is >0.20 to <2.0 percent by mass, a Type V cement shall be used. If the sulfate contaminate is  $\geq2.0$  percent by mass, refer to ACI 201.2R for guidance.
- Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be two to five parts sand and one part Type I or II cement. The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).
- Note 3. Slurry shall be bentonite, emulsified polymer, or dry polymer, and shall be approved by the Engineer.

## **516.03 Equipment.** Equipment shall be according to the following.

Item	Article/Section
(a) Concrete Equipment	1020.03
(b) Drilling Equipment (Note 1)	
(c) Hand Vibrator	1103.17(a)
(d) Underwater Concrete Placement Equipment	1103.18

Note 1. The drilling equipment shall have adequate capacity, including power, torque and down thrust, to create a shaft excavation of the maximum diameter specified to a depth of 20 percent beyond the depths shown on the plans.

## **516.04 Submittals.** The following information shall be submitted on form BBS 133.

- (a) Qualifications. At the time of the preconstruction conference, the Contractor shall provide the following documentation.
  - (1) References. A list containing at least three projects completed within the three years prior to this project's bid date which the Contractor performing this work has installed drilled shafts of similar diameter, length, and site conditions to those shown in the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.
  - (2) Experience. Name and experience record of the drilled shaft supervisor, responsible for all facets of the shaft installation, and the drill operator(s) who will be assigned to this project. The supervisor and operator(s) shall each have a minimum of three years experience in the construction of drilled shafts.
- (b) Installation Procedure. A detailed installation procedure shall be submitted to the Engineer for acceptance at least 28 days prior to drilled shaft construction and shall address each of the following items unless otherwise directed by the Engineer in writing.
  - (1) Equipment List. List of proposed equipment to be used including cranes, drill rigs, augers, belling tools, casing, vibratory hammers, core barrels, bailing buckets, final cleaning equipment, slurry equipment, tremies, or concrete pumps, etc.
  - (2) General Sequence. Details of the overall construction operation sequence, equipment access, and the sequence of individual shaft construction within each substructure bent or footing group. The submittal shall address the Contractor's proposed time delay and/or the minimum concrete strength necessary before initiating a shaft excavation adjacent to a recently installed drilled shaft.
  - (3) Shaft Excavation. A site specific step by step description of how the Contractor anticipates the shaft excavation to be advanced based on their evaluation of the subsurface data and conditions expected to be encountered. This sequence shall note the method of casing advancement, anticipated casing lengths, tip elevations and diameters, the excavation tools used and drilled diameters created. The Contractor shall indicate whether wet or dry drilling conditions are expected and if groundwater will be sealed from the excavation.

- (4) Slurry. When the use of slurry is proposed, details on the types of additives to be used and their manufacturers shall be provided. In addition, details covering the measurement and control of the hardness of the mixing water, agitation, circulation, de-sanding, sampling, testing, and chemical properties of the slurry shall be submitted.
- (5) Shaft Cleaning. Method(s) and sequence proposed for the shaft cleaning operation.
- (6) Reinforcement Cage and Permanent Casing. Details of reinforcement placement including rolling spacers to be used and method to maintain proper elevation and location of the reinforcement cage within the shaft excavation during concrete placement. The method(s) of adjusting the reinforcement cage length and permanent casing if rock is encountered at an elevation other than as shown on the plans. As an option, the Contractor may perform soil borings and rock cores at the drilled shaft locations to determine the required reinforcement cage and permanent casing lengths.
- (7) Concrete Placement. Details of concrete placement including proposed operational procedures for free fall, tremie or pumping methods. The sequence and method of casing removal shall also be stated along with the top of pour elevation, and method of forming through water above streambed.
- (8) Mix Design. The proposed concrete mix design(s).
- (9) Disposal Plan. Containment and disposal plan for slurry and displaced water. Containment and disposal plan for contaminated concrete pushed out of the top of the shaft by uncontaminated concrete during concrete placement.
- (10) Access and Site Protection Plan. Details of access to the drilled shafts and safety measures proposed. This shall include a list of casing, scaffolding, work platforms, temporary walkways, railings, and other items needed to provide safe access to the drilled shafts. Provisions to protect open excavations during nonworking hours shall be included.

The Engineer will evaluate the drilled shaft installation procedure and notify the Contractor of acceptance, need for additional information, or concerns with the installation's effect on the existing or proposed structure(s).

### **CONSTRUCTION REQUIREMENTS**

**516.05 General.** Excavation for drilled shaft(s) shall not proceed until written authorization is received from the Engineer. The Contractor shall be responsible for verification of the dimensions and alignment of each shaft excavation as directed by the Engineer.

Unless otherwise approved in the Contractor's installation procedure, no shaft excavation, casing installation, or casing removal with a vibratory hammer shall be made within four shaft diameters center to center of a shaft with concrete that has a compressive strength less than 1500 psi (10,300 kPa). The site-specific soil strengths and installation methods selected will determine the actual required minimum spacing, if any, to address vibration and blow out concerns.

Lost tools shall not remain in the shaft excavation without the approval of the Engineer.

Blasting shall not be used as a method of shaft excavation.

**516.06 Shaft Excavation Protection Methods.** The construction of drilled shafts may involve the use of one or more of the following methods to support the excavation during the various phases of shaft excavation, cleaning, and concrete placement dependent on the site conditions encountered. Surface water shall not flow uncontrolled into the shaft excavation, however water may be placed into the shaft excavation in order to meet head pressure requirements according to Articles 516.06(c) and 516.13.

The following are general descriptions indicating the conditions when these methods may be used.

- (a) Dry Method. The dry construction method shall only be used at sites where the groundwater and soil conditions are suitable to permit the drilling and dewatering of the excavation without causing subsidence of adjacent ground, boiling of the base soils, squeezing, or caving of the shaft side walls. The dry method shall consist of drilling the shaft excavation, removing accumulated water, cleaning the shaft base, and placing the reinforcement cage and concrete in a predominately dry excavation.
- (b) Slurry Method. The slurry construction method may be used at sites where dewatering the excavation would cause collapse of the shaft sidewalls or when the volume and head of water flowing into the shaft is likely to contaminate the concrete during placement resulting in a shaft defect. This method uses slurry, or in rare cases water, to maintain stability of the shaft sidewall while advancing the shaft excavation. After the shaft excavation is completed, the slurry level in the shaft shall be kept at an elevation to

maintain stability of the shaft sidewall, maintain stability of the shaft base, and prevent additional groundwater from entering the shaft. The shaft base shall be cleaned, the reinforcement cage shall be set, and the concrete shall be discharged at the bottom of the shaft excavation, displacing the slurry upwards.

(c) Temporary Casing Method. Temporary casing shall be used when either the dry or slurry methods provide inadequate support to prevent sidewall caving or excessive deformation of the shaft excavation. Temporary casing may be used with slurry or be used to reduce the flow of water into the excavation to allow dewatering and concrete placement in a dry shaft excavation. Temporary casing shall not be allowed to remain permanently without the approval of the Engineer.

During removal of the temporary casing, the level of concrete in the casing shall be maintained at a level such that the head pressure inside the casing is a minimum of 1.25 times the head pressure outside the casing, but in no case is less than 5 ft (1.5 m) above the bottom of the casing. Casing removal shall be at a slow, uniform rate with the pull in line with the shaft axis. Excessive rotation of the casing shall be avoided to limit deformation of the reinforcement cage. In addition, the slump requirements during casing removal shall be according to Article 516.12.

When called for on the plans, the Contractor shall install a permanent casing as specified. Permanent casing may be used as a shaft excavation support method or may be installed after shaft excavation is completed using one of the above methods. After construction, if voids are present between the permanent casing and the drilled excavation, the voids shall be filled with grout. Permanent casing shall not remain in place beyond the limits shown on the plans without the specific approval of the Engineer.

When the shaft extends above the streambed through a body of water and permanent casing is not shown, the portion above the streambed shall be formed with removable casings, column forms, or other forming systems as approved by the Engineer. The forming system shall not scar or spall the finished concrete or leave in place any forms or casing within the removable form limits as shown on the plans unless approved as part of the installation procedure. The forming system shall not be removed until the concrete has attained a minimum compressive strength of 2500 psi (17,200 kPa) and cured for a minimum of 72 hours. For shafts extending through water, the concrete shall be protected from water action after placement for a minimum of seven days.

**516.07 Slurry.** When slurry is used, the Contractor shall provide a technical representative of the slurry additive manufacturer at the site prior to introduction of the slurry into the first shaft where slurry will be used, and during drilling and completion of a minimum of one shaft to adjust the slurry mix to the specific site conditions. During construction, the level of the slurry shall be maintained a minimum of 5 feet (1.5 m) above the height required to prevent

caving of the shaft excavation. In the event of a sudden or significant loss of slurry in the shaft excavation, the construction of that foundation shall be stopped and the shaft excavation backfilled or supported by temporary casing, until a method to stop slurry loss, or an alternate construction procedure, has been approved by the Engineer.

(a) General Properties. The material used to make the slurry shall not be detrimental to the concrete or surrounding ground. Mineral slurries shall have both a mineral grain size that remains in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. Polymer slurries shall have sufficient viscosity and gel characteristics to transport excavated material to suitable screening systems or settling tanks. The percentage and specific gravity of the material used to make the slurry shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement.

If approved by the Engineer, the Contractor may use water and excavated soils as drilling slurry. In this case, the range of acceptable values for density, viscosity and pH, as shown in the following table for bentonite slurry shall be met.

When water is used as the slurry to construct rock sockets in limestone, dolomite, sandstone or other formations that are not erodible, the requirements for slurry testing shall not apply if the entire fluid column is replaced with fresh water after drilling. To do so, fresh water shall be introduced at the top of the shaft excavation and existing water used during drilling shall be pumped out of the shaft excavation from the bottom of the shaft excavation until the entire volume of fluid has been replaced.

- (b) Preparation. Prior to introduction into the shaft excavation, the manufactured slurry admixture shall be pre-mixed thoroughly with clean, fresh water and for adequate time in accordance with the slurry admixture manufacturer's recommendations. Slurry tanks of adequate capacity shall be used for slurry mixing, circulation, storage and treatment. No excavated slurry pits will be allowed in lieu of slurry tanks without approval from the Engineer. Adequate desanding equipment shall be provided to control slurry properties during the drilled shaft excavation in accordance with the values provided in Table 1.
- (c) Quality Control. Quality control tests shall be performed on the slurry to determine density, viscosity, sand content and pH of freshly mixed slurry, recycled slurry and slurry in the shaft excavation. Tests of slurry samples from within two feet of the bottom and at mid-height of the shaft excavation shall be conducted in each shaft excavation during the excavation process to measure the consistency of the slurry. A minimum of four sets of tests shall be conducted during the first eight hours of slurry use on the project. When a series of four test results do not change more than 1% from the initial test, the testing frequency may be decreased to one set every four hours of slurry use. Reports of all tests, signed by an authorized representative of the Contractor, shall be furnished to the

Engineer upon completion of each drilled shaft. The physical properties of the slurry shall be as shown in Table 1.

The slurry shall be sampled and tested less than 1 hour before concrete placement. Any heavily contaminated slurry that has accumulated at the bottom of the shaft shall be removed. The contractor shall perform final shaft bottom cleaning after suspended solids have settled from the slurry. Concrete shall not be placed if the slurry does not have the required physical properties.

Table 1 – SLURRY PROPERTIES					
	Bentonite	Emulsifie d	Dry	Test Method	
		Polymer	Polymer		
Density, lb/cu ft (kg/cu m) (at		63 (1009.0)	63 (1009.0)	ASTM D 4380	
introduction)	25.6)	max.	max.		
Density, lb/cu ft (kg/cu m) (prior to concrete placement)		63 (1009.0) max.	63 (1009.0) max.	ASTM D 4380	
Viscosity <sup>2</sup> , sec/qt (sec/L)	46 ± 14 (48 ± 14)	38 ± 5 (40 ± 5)	65 ± 15 (69 ± 16)	ASTM D 6910	
pH	9.0 ± 1.0	9.5 ± 1.5	9.0 ± 2.0	ASTM D 4972	
Sand Content, percent by volume (at introduction)	4 max.	1 max.	1 max.	ASTM D 4381	
Sand Content, percent by volume (prior to concrete placement)	10 max.	1 max.	1 max.	ASTM D 4381	
Contact Time <sup>3</sup> , hours	4 max.	72 max.	72 max		

Note 1. When the slurry consists of only water and excavated soils, the density shall not exceed 70 lb/cu ft (1121 kg/cu m).

Note 2. Higher viscosities may be required in loose or gravelly sand deposits.

Note 3. Contact time is the time without agitation and sidewall cleaning.

- **516.08 Obstructions.** An obstruction is an unknown isolated object that causes the shaft excavation method to experience a significant decrease in the actual production rate and requires the Contractor to core, break up, push aside, or use other means to mitigate the obstruction. Subsurface conditions such as boulders, cobbles, or logs and buried infrastructure such as footings, piling, or abandoned utilities, when shown on the plans, shall not constitute an obstruction. When an obstruction is encountered, the Contractor shall notify the Engineer immediately and upon concurrence of the Engineer, the Contractor shall mitigate the obstruction with an approved method.
- **516.09 Top of Rock.** The top of rock will be considered as the point where rock, defined as bedded deposits and conglomerate deposits exhibiting the physical characteristics and difficulty of rock removal as determined by the Engineer, is encountered which cannot be drilled with augers and/or underreaming tools configured to be effective in the soils indicated in the contract documents.
- **516.10 Design Modifications.** If the top of rock elevation differs from that shown on the plans by more than 10 percent of the length of the drilled shaft above the rock, the Engineer shall be contacted to determine if any drilled shaft design changes may be required. In addition, if the type of soil or rock encountered is not similar to that shown in the subsurface exploration data, the Contractor may be required to extend the drilled shaft length(s) beyond those specified in the plans. In either case, the Engineer will determine if revisions are necessary and the extent of the modifications required.
- **516.11 Excavation Cleaning and Inspection.** Materials removed or generated from the shaft excavations shall be disposed of according to Article 202.03.

After excavation, each shaft shall be cleaned. For a drilled shaft terminating in soil, the depth of sediment or debris shall be a maximum of 1 1/2 in. (38 mm). For a drilled shaft terminating in rock, the depth of sediment or debris shall be a maximum of 1/2 in. (13 mm).

A shaft excavation shall be overreamed when, in the opinion of the Engineer, the sidewall has softened, swelled, or has a buildup of slurry cake. Overreaming may also be required to correct a shaft excavation which has been drilled out of tolerance. Overreaming may be accomplished with a grooving tool, overreaming bucket, or other approved equipment. Overreaming thickness shall be a minimum of 1/2 in. (13 mm) and a maximum of 3 in. (75 mm).

## **516.12 Reinforcement.** This work shall be according to Section 508 and the following.

The shaft excavation shall be cleaned and inspected prior to placing the reinforcement cage. The reinforcement cage shall be completely assembled prior to drilling and be ready for adjustment in length as required by the conditions encountered. The reinforcement cage shall be lifted using multiple point sling straps or other approved methods to avoid reinforcement

cage distortion or stress. Cross frame stiffeners may be required for lifting or to keep the reinforcement cage in proper position during lifting and concrete placement.

The Contractor shall attach rolling spacers to keep the reinforcement cage centered within the shaft excavation during concrete placement and to ensure that at no point will the finished shaft have less than the minimum concrete cover(s) shown on the plans. The rolling spacers or other approved non-corrosive spacing devices shall be installed within 2 ft (0.6 m) of both the top and bottom of the drilled shaft and at intervals not exceeding 10 ft (3 m) throughout the length of the shaft to ensure proper reinforcement cage alignment and clearance for the entire shaft. The number of rolling spacers at each level shall be one for each 1.0 ft (300 mm) of shaft diameter, with a minimum of four rolling spacers at each level. For shafts with different shaft diameters throughout the length of the excavation, different sized rolling spacers shall be provided to ensure the reinforcement cage is properly positioned throughout the entire length of the shaft.

When a specific concrete cover between the base of the drilled shaft and the reinforcement cage is shown on the plans, the bottom of the reinforcement cage shall be supported so that the proper concrete cover is maintained.

If the conditions differ such that the length of the shaft is increased, additional longitudinal bars shall be either mechanically spliced or lap spliced to the lower end of the reinforcement cage and confined with either hoop ties or spirals. The Contractor shall have additional reinforcement available or fabricate the reinforcement cages with additional length as necessary to make the required adjustments in a timely manner as dictated by the encountered conditions. The additional reinforcement may be non-epoxy coated.

**516.13 Concrete Placement.** Concrete work shall be performed according to the following.

Throughout concrete placement the head pressure inside the drilled shaft shall be at least 1.1 times the head pressure outside the drilled shaft.

Concrete placement shall begin within 1 hour of shaft cleaning and inspection. The pour shall be made in a continuous manner from the bottom to the top elevation of the shaft as shown on the contract plan or as approved in the Contractor's installation procedure. Concrete placement shall continue after the shaft excavation is full and until 18 in. (450 mm) of good quality, uncontaminated concrete is expelled at the top of shaft. Vibration of the concrete will not be allowed when the concrete is displacing slurry or water. In dry excavations, the concrete in the top 10 ft (3 m) of the shaft shall be vibrated.

When using temporary casing or placing concrete under water or slurry, a minimum of seven days prior to concrete placement, a 4 cu vd (3 cu m) trial batch of the concrete mixture shall be

performed to evaluate slump retention. Temporary casing shall be withdrawn before the slump of the concrete drops below 6 in. (150 mm). For concrete placed using the slurry method of construction, the slump of all concrete placed shall be a minimum of 6 in. (150 mm) at the end of concrete placement.

Devices used to place concrete shall have no aluminum parts in contact with concrete.

When the top of the shaft is at the finished elevation and no further concrete placement above the finished elevation is specified, the top of the shaft shall be level and finished according to Article 503.15(a).

Concrete shall be placed by free fall, tremie, or concrete pump subject to the following conditions.

(a) Free Fall Placement. Concrete shall only be placed by free fall when the rate of water infiltration into the shaft excavation is less than 12 in. (300 mm) per hour and the depth of water in the shaft excavation is less than 3 in. (75 mm) at the time of concrete placement.

Concrete placed by free fall shall fall directly to the base without contacting the reinforcement cage, cross frame stiffeners, or shaft sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Drop chutes used to direct placement of free fall concrete shall consist of a smooth tube. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. The drop chute shall be supported so that free fall does not exceed 60 ft (18.3 m) for conventional concrete or 30 ft (9.1 m) for self-consolidating concrete. If placement cannot be satisfactorily accomplished by free fall in the opinion of the Engineer, either a tremie or pump shall be used to accomplish the pour.

- (b) Tremie and Concrete Pump Placement. Concrete placement shall be according to Article 503.08, except the discharge end of the steel pipe shall remain embedded in the concrete a minimum of 10 ft (3.0 m) throughout concrete placement when displacing slurry or water.
- **516.14 Construction Tolerances.** The following construction tolerances shall apply to all drilled shafts.
  - (a) Center of Shaft. The center of the drilled shaft shall be within 3 in. (75 mm) of the plan station and offset at the top of the shaft.

- (b) Center of Reinforcement Cage. The center of the reinforcement cage shall be within 1 1/2 in. (40 mm) of plan station and offset at the top of the shaft.
- (c) Vertical Plumbness of Shaft. The out of vertical plumbness of the shaft shall not exceed 1.5 percent.
- (d) Vertical Plumbness of Reinforcement Cage. The out of vertical plumbness of the shaft reinforcement cage shall not exceed 0.83 percent.
- (e) Top of Shaft. The top of the shaft shall be no more than 1 in. (25 mm) above and no more than 3 in. (75 mm) below the plan elevation.
- (f) Top of Reinforcement Cage. The top of the reinforcement cage shall be no more than 1 in. (25 mm) above and no more than 3 in. (75 mm) below the plan elevation.
- (g) Bottom of shaft. Excavation equipment and methods used to complete the shaft excavation shall have a nearly planar bottom. The cutting edges of excavation equipment used to create the bottom of shafts in rock shall be normal to the vertical axis of the shaft within a tolerance of 6.25 percent.
- 516.15 Method of Measurement. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be computed using the plan diameter of the shaft multiplied by the measured length of the shaft. The length of shaft in soil will be computed as the difference in elevation between the top of the drilled shaft shown on the plans, or as installed as part of the Contractor's installation procedure, and the bottom of the shaft or the top of rock (when present) whichever is higher. The length of shaft in rock will be computed as the difference in elevation between the measured top of rock and the bottom of the shaft.

When permanent casing is specified, it will be measured for payment in place, in feet (meters). Permanent casing installed at the Contractor's option will not be measured for payment.

Reinforcement furnished and installed will be measured for payment according to Article 508.07.

**516.16 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for DRILLED SHAFT IN SOIL, and/or DRILLED SHAFT IN ROCK.

Permanent casing will be paid for at the contract unit price per foot (meter) for PERMANENT CASING.

Reinforcement furnished and installed will be paid for according to Article 508.08.

Obstruction mitigation will be paid for according to Article 109.04."

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

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

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

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

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

- Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

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

#### II. NONDISCRIMINATION

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

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

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

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

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

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a

separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

\* \* \* \* \*

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## Contract Provision - Cargo Preference Requirements

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

- "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

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

## MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.