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Letting April 27, 2018

Notice to Bidders, Specifications and Proposal



Springfield, Illinois 62764

Contract No. 61E68 COOK County Section 14-00113-00-BT (Roselle Road) Route FAP 364 (Roselle Road) Project U2M9-501 () District 1 Construction Funds

Prepared by

Checked by

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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. April 27, 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. 61E68 COOK County Section 14-00113-00-BT (Roselle Road) Project U2M9-501 () Route FAP 364 (Roselle Road) District 1 Construction Funds

Construction of a multi-use path adjacent to Roselle Road from Hillcrest Boulevard to Central Road in the Village of Schaumburg. A new structure will be constructed to carry the path over Central Road.

- **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 61E68

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)

SUPPLEMENTAL SPECIFICATIONS

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CHECK SHEET FOR 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	Effective	<u>Revised</u>
80099)		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1. 2014
80382	2		Adjusting Frames and Grates	April 1, 2017	,
80274	ŀ		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	2		Automated Flagger Assistance Device	Jan. 1, 2008	• •
80173	5		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80241			Bridge Demolition Debris	July 1, 2009	-
5026l			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	5		Butt Joints	July 1, 2016	
80386	5		Calcium Aluminate Cement for Class PP-5 Concrete Patching	Nov. 1, 2017	
80396	5		Class A and B Patching	Jan. 1, 2018	
80384	196	Х	Compensable Delay Costs	June 2, 2017	
80198	5		Completion Date (via calendar days)	April 1, 2008	
80199)		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	5		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	200	Х	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	202	Х	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80387	,		Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
* 80029	205	Х	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	April 2, 2018
80378	3		Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
80388	216	Х	Equipment Parking and Storage	Nov. 1, 2017	
80229)		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
80246	5 217	Х	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	5		Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	Nov. 1, 2017
80376	5 218	Х	Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
80392	219	Х	Lights on Barricades	Jan. 1, 2018	
80336	5		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
* 80393	5		Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 2, 2018
80045)		Material Transfer Device	June 15, 1999	Aug. 1, 2014
* 80394			Metal Flared End Section for Pipe Culverts	Jan. 1, 2018	April 1, 2018
80165	, ,		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80349)		Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
80371			Pavement Marking Removal	July 1, 2016	
80390) 221	X	Payments to Subcontractors	Nov. 2, 2017	
80377	222	X	Portable Changeable Message Signs	Nov. 1, 2016	April 1, 2017
80389	223	X	Portland Cement Concrete	Nov. 1, 2017	NI 4 0047
80359	224	X	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2017
80385	226	X	Portiand Cement Concrete Sidewalk	Aug. 1, 2017	
80300			Preiormed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	227	X	Progress Payments	NOV. 2, 2013	lan 1 0000
34261	,		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Kailroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	

<u>File</u> Name	<u>Pg.</u>		Special Provision Title	Effective	<u>Revised</u>
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	228	Х	Steel Cost Adjustment	April 2, 2014	Aug. 1, 2017
* 80397	231	Х	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	232	Х	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 <i>"Pavement Marking Tape Type IV"</i> .)	April 1, 2012	April 1, 2017
20338	233	Х	Training Special Provision	Oct. 15, 1975	
80318			Traversable Pipe Grate for Concrete End Sections (Note: This special provision was previously named " <i>Traversable Pipe Grate</i> ".)	Jan. 1, 2013	Jan. 1, 2018
80288	236	Х	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	238	Х	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80071			Working Days	Jan. 1, 2002	

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

<u>File</u>	Special Provision Title	New Location	Effective	<u>Revised</u>
Name				
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

Pg		File Name	Title	Effective	Revised
#					
		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	Apr 1, 2016
239	Х	GBSP 12	Drainage System	June 10, 1994	Jun 24, 2015
241	Х	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
247	Х	GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel	June 30, 2003	May 18, 2011
			Structures		
		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
		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
248	Х	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	Nov 25, 2004	Apr 22, 2016
			Residues	1 1 0007	1 00 0010
		GBSP 61	Sliptorm Parapet	June 1, 2007	Apr 22, 2016
		GBSP 67	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
252	Х	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
		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> #	\checkmark	File Name	Title	Effective	Revised
		GBSP 93	Preformed Bridge Joint Seal	Dec 21, 2016	
		GBSP 94	Warranty for Cleaning and Painting Steel Structures	Mar 3, 2000	Nov 24, 2004

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

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

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

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

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

Pedestrian Bridge and Shared Use Path Section: 14-00113-00-BT County: Cook Contract No.: 61E68 Village of Schaumburg

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Section: 14-00113-00-BT; Project Number U2M(501); County: Cook; and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Pedestrian Bridge and Shared Use Path Section: 14-00113-00-BT County: Cook Contract No.: 61E68

LOCATION OF PROJECT

Pedestrian bridge construction and shared-use path construction associated with this project are located in the Village of Schaumburg, Cook County, on Roselle Road from Hillcrest Boulevard to Central Road.

The gross length of the project is 3,640.73 (0.690 miles) and the net length of project is 2,450.20 feet (0.464 miles).

DESCRIPTION OF PROJECT

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the construction of a five span concrete deck and steel plate girder structure, construction of a hot-mix asphalt shared use path, earth excavation, furnished excavation, combination curb and gutter removal, sidewalk removal, porous granular embankment, subbase granular material, hot mix asphalt binder and surface courses, Portland cement concrete sidewalk, combination concrete curb and gutter, detectable warnings, traffic signal post relocation, and other incidental and miscellaneous items of work in accordance with the Plans, Standard Specifications, and these Special Provisions.

COMPLETION DATE PLUS WORKING DAYS

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, <u>November 21, 2018</u> except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within <u>10</u> working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

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

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

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.

UTILTIES 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.

LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
40+00	ELECTRIC	Line crosses under proposed path and bridge pier	ComEd	RELOCATE BY OTHERS 30 DAYS
38+50	FIBER OPTIC	Line crosses under proposed path and bridge pier	IDOT – CMS	RELOCATE BY OTHERS 30 DAYS
38+40	GAS	Line Crosses near bridge pier	Nicor	RELOCATE BY OTHERS 14 DAYS

Total Number of Days – 30 DAYS

UTILITIES TO BE WATCHED AND PROTECTED

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

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	OWNER	ACTION
3000+50	SANITARY	Line crosses area for sidewalk removal and replacement	Schaumburg	Watch and Protect
3001+40	SANITARY	Line approaches area for proposed pavement	Schaumburg	Watch and Protect
3001+40	WATER MAIN	Line approaches area for proposed pavement	Schaumburg	Watch and Protect
3001+40	STORM SEWER	Line approaches area for proposed pavement	Schaumburg	Watch and Protect
3002+00	SANITARY	Line approaches area for proposed pavement	Schaumburg	Watch and Protect
3002+00	WATER MAIN	Line approaches area for proposed pavement	Schaumburg	Watch and Protect
3002+00	STORM SEWER	Line approaches area for proposed pavement	Schaumburg	Watch and Protect
3006+80	SANITARY	Line crosses area for proposed pavement	Schaumburg	Watch and Protect
3006+80	WATER MAIN	Line crosses area for proposed pavement	Schaumburg	Watch and Protect
34+50	SANITARY	Line crosses area for proposed pavement	Schaumburg	Watch and Protect
34+60	WATER MAIN	Line crosses area for proposed pavement	Schaumburg	Watch and Protect
31+90	TELEPHONE- UNDERGROUND	Line crosses area for proposed pavement	AT&T	Watch and Protect
33+90	ELECTRIC- UNDERGROUND	Line crosses area for proposed pavement	ComEd	Watch and Protect

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STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
34+50	SANITARY	Line approaches area for proposed pavement	Schaumburg	Watch and Protect
34+60	WATERMAIN	Line crosses area for proposed pavement	Schaumburg	Watch and Protect
37+80	ELECTRIC- UNDERGROUND	Line crosses area for proposed pavement	ComEd	Watch and Protect
37+92	STORM	Line crosses area for proposed pavement	Schaumburg	Watch and Protect
38+30	STORM SEWER	Line crosses area for proposed pavement	Schaumburg	Watch and Protect
38+30	FIBER OPTIC	Line crosses area for proposed erosion control	Vinakom Communications	Watch and Protect
38+80	FIBER OPTIC	Line crosses area for proposed pavement	Vinakom Communications	Watch and Protect
39+00	FIBER OPTIC	Line crosses area for proposed pavement	Vinakom Communications	Watch and Protect
40+20	ELECTRIC- UNDERGROUND	Line crosses area for proposed pavement	ComEd	Watch and Protect
40+20	FIBER OPTIC	Line crosses area for proposed erosion control	Vinakom Communications	Watch and Protect
6+20	GAS	Line Crosses area for proposed pavement	Nicor	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	Address	Phone	o-mail addross
AT&T	Juan Mendoza	1000 Commerce Drive, Oak Brook, IL 60523	630-573-5705	e-mail address
ComEd	Christian Mukania		630-576-7094	christian.mukania@exeloncor p.com
Comcast	Martha Gieras	688 Industrial Drive, Elmhurst, IL 60126	224-229-5862	Martha.gieras@cable.comcas t.com
G4S Technology	Chris Roberts	565 Willowbrook Centre Parkway, Willowbrook, IL 60527	630-343-2806	Cecil.kuhse@usa.g4s.com

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
MCI	Sandra Cisnero		312-612-5217	scisneros@telecom-eng.com
Nicor	Bruce Koppang	1844 Ferry Road Naperville, IL 60653	630-388-2362	bkkoppan@southernco.com
NSMJAWA	Brad Bensley Maintenance		847-774-1262	bbensley@nsmjawa.com
State of Illinois – CMS	Gianna Urgo			Gianna.urgo@illinois.gov
TDS Metrocom	Matt Schulte		262-754-3063	Matt.schulte@tdstelecom.co m
Village of Hoffman Estates	Sean Diatte		847-781-4876	Sean.Diatte@Hoffmanestates .org
Village of Schaumburg	David Ogorzaky	714 S. Plum Grove Road, Schaumburg, IL 60193-4329	847-923-6615	dorgorzaly@ci.schaumburg.il. us
Vinakom Communications	Dicky Patel		847-592-5785	Dicky.patel@vinakom.com
Wide Open West	Paul Flinkow		630-536-3139	Paul.flinkow@wowinc.com
XO Illinois Inc	Mel Conn		630-371-3108	Mel.conn@xo.com

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
Zayo Fiber Solutions	Andrew Kreynin	(number for Tim Payment)	630-203-8003	Andrew.kreynin@zayo.com

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

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

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

TRAFFIC CONTROL PLAN

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

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

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

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

STANDARDS:

701101-05 701106-02 701426-09 701427-05 701601-09 701701-10 701801-06 701901-07

DETAILS:

TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS (TC-10)

ARTERIAL ROAD INFORMATION SIGN (TC-22)

SPECIAL PROVISIONS: MAINTENANCE OF ROADWAYS KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS) PUBLIC CONVENIENCE AND SAFETY TEMPORARY INFORMATION SIGNING TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

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	
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3)	

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

303.03 Equipment. The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.

303.04 Soil Preparation. The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.

303.05 Placing Aggregate. The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).

303.06 Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate

subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

303.07 Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.08 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.09 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

"**1004.07 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

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

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No	Sieve Size and Percent Passing				
Glau No.	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				
Grau No.	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.

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

Effective: January 22, 2003 Revised: August 10, 2017

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

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Engineer seventy–two (72) hours in advance of all long-term (24 hrs. or longer) lane closures.

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

Peak traffic volume hours are defined as weekdays (Monday through Friday) from 6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM.

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

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

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

One lane or ramp blocked = \$1,000

Two lanes blocked = \$2,500

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

PUBLIC CONVENIENCE AND SAFETY

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."

TEMPORARY INFORMATION SIGNING

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

Description.

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

Materials.

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

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

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

GENERAL CONSTRUCTION REQUIRMENTS

Installation.

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

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

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

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

Method of Measurement.

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

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

Basis Of Payment.

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

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

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

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC

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

Add the following to Article 603.02 of the Standard Specifications:

- (i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1)1030
- (j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

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

Note 2. The rubber material shall be according to the following.

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside	Height of casting \pm 1/4 in. (6 mm)
edge	

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

Placement shall be according to the manufacturer's specifications.

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

FRICTION AGGREGATE

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

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

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

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

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

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

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Use	Mixture	Aggregates Allowed	
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
	F Surface	Allowed Alone or in Combination ^{5/6/} :	
High ESAL	IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed S Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	tone
		Other Combinations Allowed:	
		Up to	With
		50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

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

GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER

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

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

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

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

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

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

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

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

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

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

Add the following note to 1030.02 of the Standard Specifications:

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

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

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

1) Design Composition and Volumetric Rsequirements

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

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

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

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

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

- 2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

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

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

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

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

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

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

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

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

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

Item	Article/Section
(a) Coarse Aggregate	
(b) Fine Aggregate	
(c) RAP Material	
(d) Mineral Filler	
(e) Hydrated Lime	
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	
(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:

	High E	ESAL, N	IIXTUR	E COM	POSITI	ON (%	PASSIN	IG) ^{1/}		
Sieve Size	IL-19.	.0 mm	SN IL-12	IA ^{4/} .5 mm	SM IL-9.	1A ^{4/} 5 mm	IL-9.	5 mm	IL-4.7	'5 mm
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (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 ^{5/}	16	325/	34 ^{6/}	52 ^{2/}	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) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

1/ Based on percent of total aggregate weight.

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

- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μ 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 ii	n the Mineral Age	gregate	Voids Filled	
		(VMA),		with Asphalt	
	% minimum			Binder	
Ndesign			IL-4.75 ^{1/}	(VFA),	
_	IL-19.0	IL-9.5		%	
50			18.5	65 – 78 ^{2/}	
70	13.5	15.0		65 75	
90	10.0	10.0		05 - 75	

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

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

"(3) SMA Mixtures.

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

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

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

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

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

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

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

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

2) Design Verification and Production

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

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

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

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

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

Illinois Modified AASHTO T 324 Requirements ^{1/}

- 1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.
- Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions. For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.
- (2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

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

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

the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

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

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

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

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

Basis of Payment.

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

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

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

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

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

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

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

Parameter	FRAP
No. 4 (4.75 mm)	±6 %
No. 8 (2.36 mm)	± 5 %
No. 30 (600 μm)	± 5 %
No. 200 (75 μm)	± 2.0 %
Asphalt Binder	\pm 0.3 %
G _{mm}	\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%	4.0%
No. 200	2.2%	4.0%
Asphalt Binder Content	0.3%	3.0%
G _{mm}	0.030	

1/ Based on washed extraction.

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

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

1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative

sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

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

- (a) FRAP. The use of FRAP in HMA shall be as follows.
 - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
 - (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
 - (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
 - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
 - (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

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

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 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.

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

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

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

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

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

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

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

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

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (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."

COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING

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.

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.

<u>Method of Measurement</u>: 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.

CHANGEABLE MESSAGE SIGN, SPECIAL

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, SPECIAL."

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."

BIKE PATH REMOVAL

<u>Description:</u> This work shall consist of the saw cutting, removal and satisfactory disposal of existing hot-mix asphalt (HMA) shared-use path and base material at the locations shown on the plans, according to Section 440 of the "Standard Specifications for Road and Bridge Construction" and as directed by the Engineer.

<u>Method of Measurement</u>: This work will be measured for payment in place and the area computed in square yards.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for BIKE PATH REMOVAL

PERIMETER EROSION BARRIER

<u>Description:</u> This work shall consist of constructing, removing, maintaining, and disposing of perimeter erosion barrier as part of the project's temporary erosion control system. The perimeter erosion barrier shall be installed at the locations shown on the plan.

<u>General:</u> The work shall be performed according to Section 280 of the "Standard Specifications", and the following:

The perimeter erosion barrier shall be limited to temporary silt filter fence meeting the requirements of AASHTO Standard M 288-00. This specification is applicable to the use of a geotextile as a vertical, permeable interceptor designed to remove suspended soil from overland water flow. The function of a temporary silt fence is to filter and allow settlement of soil particles from sediment-laden water. The purpose is to prevent the eroded soil from being transported off the construction site by water runoff.

<u>Maintenance:</u> The Contractor shall inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct any deficiencies.

The Contractor shall also make a daily review of the location of silt fences in areas where construction activities have altered the natural contour and drainage runoff to ensure that the silt fences area is properly located for effectiveness. Where deficiencies exist as determined by the Engineer, additional silt fence shall be installed as directed by the Engineer.

Damaged or otherwise ineffective silt fences shall be repaired or replaced promptly.

Sediment deposits shall either be removed when the deposit reaches half the height of the fence or a second silt fence shall be installed as directed by the Engineer.

The silt fence shall remain in place until the Engineer directs it to be removed. After the fence removal, the Contractor shall remove and dispose of any excess sediment accumulations, dress the area to give it a pleasing appearance, and cover with vegetation all bare areas according to the contract requirements.

The removed silt fence may be used at other locations provided the geotextile and other material requirements continue to be met to the satisfaction of the Engineer.

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

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per FOOT for PERIMETER EROSION BARRIER. The unit price shall include all work and materials necessary to properly install the barrier, maintain the fence throughout the project and to remove and dispose of the used materials at the completion of the project.

INLET PROTECTION (SPECIAL)

<u>Description:</u> This work shall consist of the furnishing, installation, cleaning, and removal of a drainage structure inlet filter assembly, consisting of a frame and filter bag, to collect sediment in surface storm water runoff at locations shown on the plans or as directed by the Engineer.

<u>Construction Requirements:</u> The Contractor shall inspect the work site and review the plans to determine the number and dimensions of the various types of drainage structure frames (circular and rectangular) into which the inlet filters will be installed prior to ordering materials.

The drainage structure inlet filter assembly shall be installed under the grate on the lip of the drainage structure frame with the fabric bag hanging down into the drainage structure as shown in the plan.

The drainage structure inlet filter assembly shall remain in place until final removal of the assembly is directed by the Engineer. The drainage structure inlet filter assembly shall remain the property of the Contractor.

Cleaning of the filter is to be periodically performed as directed by the Engineer, for the duration of the use of each drainage structure inlet filter assembly. The Engineer will be the sole judge of the need for cleaning, based on the rate that debris and silt is collected at each inlet filter location.

Cleaning of the inlet filter shall consist of inspecting, cleaning (includes removal and proper disposal of debris and silt that has accumulated in the filter fabric bag), by vactoring, removing and dumping or any other method approved by the Engineer.

Final removal of the assembly shall include the disposal of debris or silt that has accumulated in the filter bag at the time of final removal. Periodic cleaning of the filter shall be included in the cost of the pay item.

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The drainage structure inlet filter assembly consists of a steel frame with a replaceable geotextile fabric bag attached with a steel band with locking cap that is suspended from the frame. A clean used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials.

The drainage structure inlet filter assembly frame shall be rigid steel meeting the requirements of ASTM-A36. The frame shall include an overflow feature that is welded to the frame's ring. The overflow feature shall be designed to allow full flow of water into the structure if the filter bag is filled with sediment. The dimensions of the assembly frame shall allow the drainage structure grate to fit into the inlet filter assembly frame opening. The assembly frame shall rest on the inside lip of the drainage structure frame for the full variety of existing and proposed drainage structure frames that are present on this contract.

<u>Materials:</u> The drainage structure inlet filter assembly bag shall be constructed of a polypropylene geotextile fabric with a minimum weight of 4 ounces per square yard, a minimum flow rate of 145 gallons per minute per square foot, and designed for a minimum silt and debris capacity of 2 cubic feet. The filter bag shall be reinforced with an outer polyester mesh fabric with a minimum weight of 4 ounces per square yard. The filter bag shall be suspended from the steel frame with a stainless steel band and locking cap. The inlet filter assembly frame shall not cause the drainage structure grate to extend higher than 1/4 inch above the drainage structure frame.

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

Basis of Payment: The work shall be paid for at the contract unit price per EACH for INLET PROTECTION (SPECIAL).

STABILIZED CONSTRUCTION ENTRANCE

<u>Description</u>. This work shall consist of the furnishing, installation, maintenance and removal of all stabilized construction entrances which are used to reduce or eliminate the tracking of sediment onto public right-of-ways or streets. Construction entrances shall be used in conjunction with the stabilization of construction roads and other exposed areas. Roadway might be utilized as a portion of the stabilized construction entrance.

<u>Materials</u>. All materials shall conform to the applicable requirements of Materials, Division 1000 and specific references as follows:

Coarse Aggregate, CA3	Article 1004.01
Filter Fabric	Article 1080.03

<u>Construction Requirements</u>. The Contractor shall maintain continuous surveillance and shall continuously maintain, realign, or repair the stabilized construction entrance shown on the plans or directed by the Engineer that are displaced or damaged by water, traffic, Contractor operations or any other cause. This may require periodic top dressing with additional aggregate

as directed by the Engineer. Aggregate used for top dressing will be not be measured for payment.

Topsoil shall be removed, geotextile fabric shall be placed in accordance with the plan. All the necessary grading work to allow equipment access the site will be included in this item.

The final 4 inches of the entrance shall be constructed in accordance with the applicable requirements of Section 351 using CA-3. After the stabilized construction entrance is no longer required, all of the materials used in its construction shall be removed and disposed of.

in addition, the damaging of curb and gutter, and PCC pavement by the construction entrance will need to be restored to original condition, any spalling of PCC pavement greater than or equal to ¼ inch shall require a full lane with patch. This work will also be included in the pay item.

<u>Method of Measurement</u>. STABILIZED CONSTRUCTION ENTRANCE will be measured for payment and the area calculated in square yards. Aggregate used for maintenance of the entrance shall be considered as included in the contract unit price for STABILIZED CONSTRUCTION ENTRANCE.

<u>Basis of Payment.</u> Payment for STABILIZED CONSTRUCTION ENTRANCE will be made at the Contract unit price per square yard, measured as specified.

PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER

<u>Description:</u> This work shall consist of making an existing storm sewer connection to the proposed storm sewer as shown in the plans.

The contractor shall saw cut the existing storm sewer. The pipe connection surface between the existing pipe and proposed pipe shall be constructed smooth and flush at the connection point. The existing and proposed storm sewers shall be connected at a point of equal outside diameters. A connection to the pipe bell of the proposed storm sewer shall not be accepted. If necessary to create a consistent diameter connection the pipe bell on the proposed storm sewer may be removed at the connection point with a smooth saw cut.

Once a flush and smooth connection point of equal pipe diameters is set, the proposed storm sewer shall be laid to sit flush with the existing storm sewer stub. The proposed storm sewer shall be connected to the existing storm sewer with the use of a rubber band seal and mission couplings. The band seal shall over lap the edges of the existing and proposed pipes by a minimum of 12 inches and shall be centered on the pipe connection joint. The pipe joint shall be wrapped with geotextile fabric for a minimum of 12 inches on each side of the connecting band. The engineer shall be notified to witness the final connection of the existing and proposed pipes prior to final backfill.

Upon completion of the connection to the existing storm sewer, the trench shall be backfilled in accordance with Article 550.07 of the Standard Specifications. Backfilling shall be included with this work.

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

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per each for PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER. Backfilling shall be included with this work and shall not be paid for separately.

STORM SEWER (WATER MAIN REQUIRMENTS)

<u>Description</u>. This work consists of constructing storm sewer of the specified diameter adjacent to or crossing water main, as indicated by in the plans, meeting the material and installation requirements of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications.

<u>Materials</u>. For the locations when proposed storm sewer crossing WM, the pipe shall be CLASS IV (ASTM C 76) RCP, the joints shall be rubber gasketed joints (ASTM C443). This shall extend to the upstream and downstream minimum 10 feet from the outside of the crossing pipe.

For the locations when proposed storm sewer is adjacent to the WM, the material shall be one of the followings:

Concrete Pressure Pipe: Concrete pressure pipe shall conform to the latest ANSI/AWWA C300, C301, C302, or C303

Ductile iron water main Class 52 Joints for Ductile Iron Pipe Shall be

- 1. Mechanical Joints AWWA C111 and C600
- 2. Push-On-Joints AWWA C111 and C600

Polyvinyl Chloride (PVC) Class 12454B (PVC 1120) or Class 12454 C(PVC 1220), schedule 80.

Polyvinyl Chloride (PVC) conforming to ASTM D 2241. A minimum wall thickness of SDR 26 is required for all pipe sizes. (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

<u>Method of Measurement</u>. This work will be measured for payment in place in units of feet. Measurements will be made along the centerline of pipe.

<u>Basis of Payment</u>. This work shall be paid for at the contract unit price per foot for STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted on the Plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown on the Plans, are approximate. Prior to commencing work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction limits.

All drainage structures are to be kept free of any debris resulting from the Contractor's operations. Any accumulation of debris in the drainage structures resulting from the Contractor's operations shall be removed at the Contractor's expense with no extra compensation being allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, inlet, or adjustment to the frame and grate is called for on the Plans or ordered by the Engineer, the proposed work should meet the existing elevations of these structures.

The Contractor shall take the necessary precautions when working near or above existing sewers to protect these sewers from any damage resulting from his/her operations. As directed by the Engineer, all work and material necessary to repair any existing sewers damaged due to non-compliance with this provision shall be done at the Contractor's expense, with no extra compensation being allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers or underdrains within the project area other than those shown on the Plans, he shall inform the Village, who shall determine the extent of precaution necessary to maintain the facilities in service. It shall be the Contractor's responsibility to direct the work and protect the facilities from damage during construction.

DRAINAGE SCUPPERS, DS-11

<u>Description:</u> This work shall consist of installation of DS-11 drainage scuppers and riser pipes at the locations shown on the plan. The work shall be done in accordance with the applicable portions of Section 602 of the Standard Specifications.

The work shall include installation of scuppers, riser pipes, all bends and fittings.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per EACH for DRAINAGE SCUPPERS, DS-11

STEEL RAILING (SPECIAL)

This work shall consist of furnishing and installing the steel rail, including anchorage details to be cast in the concrete slab at the outside edge of the bridge deck. All work shall be performed in accordance with applicable articles of Section 509 of the Standard Specifications. The steel rail shall be installed in accordance with the details indicated in the Plans and as directed by the Engineer.

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

Shop drawings of the railing should be submitted for approval according to Section 509.04 of the Standard Specifications. Fabrication, inspection, and erection of steel railings shall be according to Section 505 of the Standard Specifications.

Shim plates shall be provided in accordance with Article 509.05 (a).

<u>METHOD OF MEASUREMENT</u>: STEEL RAILING (SPECIAL) shall be measured for payment in feet of such rail in place. The length measured will be the overall length along the top longitudinal railing member through all posts and gaps.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per foot for STEEL RAILING (SPECIAL), which price shall be payment in full for all labor, materials, tools, equipment and appurtenances to complete the work specified herein, as indicated in the Plans, and as directed by the Engineer.

FORM LINER TEXTURED SURFACE, SPECIAL

<u>DESCRIPTION</u>: This work will consist of providing a textured finish on the new cast-in-place and precast concrete surfaces as detailed in the plans.

<u>MATERIALS</u>: The materials shall be according to Article 503.02 for cast-in-place elements and Article 504.02 for precast elements of the "Standard Specifications" and the following:

The patterning of the form liner shall appear natural and non-repeating. Seam lines or match lines caused from two or more molds coming together will not be apparent when viewing final wall.

The molds shall not compress more than ¹/₄ inch when concrete is poured at a rate of 10 vertical feet per hour. The molds shall be removable without causing deterioration of surface or underlying concrete.

The forms shall be constructed so that the completed concrete structures conform to the shape, lines and dimensions of the members of the approved pattern. The forms shall be properly braced or tied together to maintain position and shape. The forms shall be made sufficiently tight to prevent leakage of the mortar. The formwork shall have the strength and stability to ensure finished concrete dimensions within the tolerances specified herein.

The precast MSE panels shall have the Random Ashlar Limestone pattern:



The cast-in-place piers shall have the prairie design as detailed on the plans.

The form ties shall be made or either metal or fiberglass. Metal ties, which result in a portion of the tie permanently embedded in the concrete, shall be designed to separate at least one inch back from finished surface, leaving only a neat hole that can be plugged with patching material.

Contractor shall submit the type of form ties to the Engineer, for approval prior to use in this work.

The joints shall be colored to simulate real mortar.

Class SI concrete used for cast-in-place structures shall contain a high range water-reducing admixture according to Article 1021.03(c) of the "Standard Specifications" to obtain a 5"-7" slump.

<u>SAMPLE PANEL</u>: The Contractor shall select a form liner pattern that satisfies the requirements in the above table. The form liner shall be according to Article 503.06(a), Article 504.04 and the following:

The Contractor shall submit to the Engineer one (1) specification and catalog cut sheet for the style(s) of architectural form liner proposed for use on the project. Note that the same style of form liner shall be used on all surfaces within the projects limits. The submittal shall be made no later than 14 calendar days from the date of notification to proceed with the contract. Upon receipt of the information, the Engineer, in consultation with the owner will have 30 calendar days to approve and notify the Contractor of which style of form liner is to be used on the project.

Upon receipt of notification of the style of form liner to be used or if the Contractor is proposing a form liner from the pre-approved list, he/she shall submit a proposed procedure for obtaining the simulated finish. The procedure shall include plans and details for the form liner pattern and dimensions, and be submitted for the Engineer's approval no later than 30 calendar days from the date of notification of approval of the style type. If such plans and details are not satisfactory to the Engineer, the Contractor shall make any changes as may be required by the Engineer at no additional cost to the Department.

Upon approval of the form liner plans and details, the Contractor shall submit a 3' by 3' (minimum) sample concrete panel of the simulated stone masonry finish. The sample panel shall

be delivered and positioned on the job site at a location to be determined by the Engineer. The sample shall also include the concrete stain if it is included in the contract.

<u>GENERAL</u>: The work shall be performed according to Article 503.06 and Article 504.04 of the "Standard Specifications" and the following:

The form liners shall be installed according to the manufactures' recommendations to achieve the highest quality concrete appearance possible. The form liners shall withstand the concrete placement pressures without leakage, physical or visual defects.

The Contractor shall clean the form liners, removing any buildup prior to each use. The Contractor shall inspect each form for blemished or tears and make repairs as needed following manufacturer's recommendations.

The Contractor shall install the form liners with less than 1/4 inch separation between them. The

molds shall be attached securely to the forms following manufacturer's recommendations. The panels shall be attached to each other with flush seams and seams filled as necessary to eliminate

visible evidence of seams in the cast concrete.

The liner butt joints shall be blended into the pattern so as to eliminate visible vertical or horizontal seams and conspicuous form butt joint remarks. The liner joints shall fall within patterns joints or reveals. The finished textures shall be continuous without visual disruption and properly aligned over adjacent and multiple liner panels. Continuous or single liner panels shall be used where liner joints may interrupt the intended pattern. Panel remnants shall not be pieced

together.

The Contractor shall notify the Engineer at least 48 hours prior to placing concrete. Concrete shall not be placed until the Engineer has inspected the formwork and the placement of reinforcing bars for compliance with the plans.

The Contractor shall apply the form release agent to all surfaces of the form liner which will come in contact with concrete, according to the manufacturers' recommendations.

The Contractor shall employ proper consolidation methods to ensure the highest quality finish. Internal vibration shall be achieved with a vibrator of appropriate size, the highest frequency and low to moderate amplitude. Concrete placement shall be in lifts not to exceed 1.5 feet. Internal vibrator operation shall be at appropriate intervals and depths and withdrawn slowly enough to assure a minimal amount of surface air voids and the best possible finish without causing segregation. An external form vibrator may be required to assure the proper results. The use of an external form vibrator must be approved by the form liner manufacturer and the Department.

The Contractor shall coordinate concrete pours to prevent visible differences between individual pours or batches. Concrete pours shall be continuous between construction or expansion joints. Cold joints shall not occur within continuous form liner pattern fields.

The form liners shall be stripped between 12 and 24 hours as recommended by the manufacturer.

When stripping the forms the Contractor shall avoid creating defects in finished surface.

Wall ties shall be coordinated with the liner and form to achieve the least visible result. Place form ties at thinnest points of molds (high points of finished wall). Neatly patch the remaining hole after disengaging the protruding portion of the tie so that it will not be visible after coloring the concrete surface.

Where an expansion joint must occur at a point other than at mortar or rustication joints, such as at the face of concrete texture, which is to have the appearance of stone, consult manufacturer for proper treatment of expansion material.

Curing methods shall be according to Article 1020.13 of the "Standard Specifications" and compatible with the desired aesthetic result. The use of curing compounds will not be allowed.

No rubbing of flat areas or other repairs should be required after form removal. The finished exposed formed concrete surfaces shall be free of visible vertical seams, horizontal seams, and butt joint marks. Grinding and chipping of finished formed surfaces shall be avoided.

<u>METHOD OF MEASUREMENT</u>: Form Liner Textured Surface, Special will be measured for payment in place and the area computed in square feet.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per square feet for FORM LINER TEXTURED SURFACE, SPECIAL

AVAILABLE REPORTS

The following checked reports and record information is available for Bidders' reference upon request:

Record structural plans

Preliminary Site Investigation (PSI)

Preliminary Environmental Site Assessment (PESA)

- X Soils/Geotechnical Report
- X Boring Logs

Pavement Cores

Location Drainage Study (LOS)

Hydraulic Report

Noise Analysis

Other:	

Those seeking these reports should request access from:

Margo L. Killian, P.E. Civil Engineer Village of Schaumburg <u>mkillian@ci.schaumburg.il.us</u>

STAINING CONCRETE STRUCTURES

<u>DESCRIPTION</u>: This work shall consist of staining exposed surfaces of form-lined concrete structures to replicate actual stone masonry and aesthetic details on structure elements.

The stain mix seeks to achieve the color variations present in similar natural limestone masonry constructions. Final coloration of the designated concrete surfaces shall accurately simulate the appearance of actual stone including multiple colors, shades, flecking, and veining. It shall also simulate the colors that may be present due to aging, staining, oxidation, rusting and/or organic staining from soil and vegetation. The work shall include staining of all form-lined walls, piers, and parapets, including mortar joints.

The locations and color of the staining shall be as indicated on the plans.

CONCRETE STAIN PRODUCTS

The stain shall provide a low-luster finish that will not peel, flake or fade and is resistant to oil, gasoline, water and UV rays. The vehicle type shall be 100% acrylic and fortified with crystalline silica. The stain shall have the following characteristics:

1) VOC (less exempt solvents)

- 2) Water Vapor Transmission (ASTM D1653)
- 3) Perm Rating (ASTM D1653)

224 g/L; 1.87 lb/gal 5.21 +/- 0.12 grains/(hr sq ft) 11.2 +/- .3 grains/ (hr sq ft in Hg)

The stain shall meet the following performance requirements:

1) Accelerated Weathering / Color Change (ASTM (<u>G154)</u>	3000 hrs /no	effect			
2) Color & Gloss Retention (ASTM G90)		Color: Less t	han .30) Cha	ange	
		Sheen: .5 dif	ference	e @ 6	30 degrees	s
3) Chloride Ion Penetration (ASTM T 259/T 260)		Reduction of	54% @	D.O J	625-0.5"	
penetration, 83% @ 0.5-1.0" penetration and 36% @ 1.0-1.5" penetration						
4) Resistance to Wind Driven Rain (Rilem Tube Method # 11.4)						
Zero	water	penetration	over	60	minutes	of
exposure						
5) Resistance to Salt Spray (ASTM B117)	No film	defect after t	500 hoi	urs e	xposure	
6) Resistance to Sulfide Staining (ASTM D1712)	No cha	inge after 15	minute	S		
7) Chemical Resistance (10% Sodium Hydroxide) No softening or color change						
8) <u>Chemical Resistance (10% Ammonium Hydroxide)</u> No softening or color change						
9) Mineral Spirits KB Value 38	No sof	tening or colo	r chang	je	-	
10) Impact Resistance (Fed Std 141A, Method 2051, ASTM D2794)						
6 inch-	pounds	direct impact	with n	o film	1 chipping	
11) Flexibility (ASTM D522, Method B)	1 inch	diameter man	drel wi	th no	cracking	
12) Scrub Resistance	1200 c	ycles with no	failure		-	
13) Adhesion (ASTM 3359)	Method	A X-Cut T	ape Te	est: I	No film lo	oss
(Class 5A) Method B Cross-Cut Tape test: Less than 5% removed (Class 4B)						

SUBMITTALS AND SAMPLE PANEL

Upon approval of the form liner type, the Contractor shall submit a manufacturer's Product Data Sheet (PDS), Material Safety Data Sheet (MSDS) and color chip palette with specific color choices indicated for the color stain and a PDS and MSDS for the finish coating. The Contractor shall also provide a surface preparation and painting plan with documentation of the application method and equipment and applicator experience and qualifications. Upon approval of the material selections and surface preparation and painting plan by the Owner and the casting of the concrete sample panel by others, the Contractor shall stain the cast concrete sample panel using the approved color selections and the appropriate techniques required to produce the appearance as desired by the Owner. The Contractor shall perform the staining and possible restaining until the desired effect is achieved to the satisfaction of the Engineer as Coordinated with the Owner. No finish coating is required on the sample panel.

EXECUTION

The Contractor shall strictly adhere to the manufacturer's recommendations, including those stated in the product PDS, in all facets of performing the work. These recommendations may include minimum concrete cure times, temperature, humidity and other weather restrictions, chemical etching of the raw concrete surfaces, surface power washing and cleaning and equipment selection and calibration. The color stains and finish coating shall only be applied with airless spray equipment unless otherwise authorized by the Engineer. The Contractor shall adequately protect adjacent surfaces from staining and finishing and shall clean the work area of all debris, materials and equipment when the Work is complete. Any surfaces, which have been damaged or splattered, shall be cleaned, restored, or replaced to the satisfaction of the Engineer. No stain or finish coat shall be applied when wind-blown dust or debris is present or when work by others may compromise the finished work.

<u>METHOD OF MEASUREMENT</u>: The exposed surfaces stained will be measured in place and the area computed in square feet.

<u>BASIS OF PAYMENT</u>: This work will be paid for at the contract unit price per square foot for STAINING CONCRETE STRUCTURES. The unit price shall include all equipment, materials and labor required to stain and finish the exposed concrete surfaces

GENERAL ELECTRICAL REQUIREMENTS

Effective: June 1, 2016

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

Definition. Codes, standards, and industry specifications cited for electrical work shall be by definition the latest adopted version thereof, unless indicated otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Within 30 calendar days after contract execution, the Contractor shall submit, for approval, one copy each of the manufacturer's product data (for standard products and components) and

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

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

The Contractor shall have reviewed the submittal material and affixed his/her stamp of approval, with date and signature, for each individual item. In case of subcontractor submittal, both the subcontractor and the Contractor shall review, sign, and stamp their approval on the submittal.

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

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

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

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

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

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

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

Authorized Project Delay. See Article 801.08

Maintenance transfer and Preconstruction Inspection:

<u>General.</u> Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

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

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

<u>Marking of Existing Cable Systems</u>. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

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

Marking Proposed Locations for Highway Lighting System. The Contractor shall mark or stake the proposed locations of all poles, cabinets, junction boxes, pull boxes, handholes, cable routes, pavement crossings, and other items pertinent to the work. A proposed location inspection by the Engineer shall be requested prior to any excavation, construction, or installation work after all proposed installation locations are marked. Any work installed without location approval is subject to corrective action at no additional cost to the Department.
Inspection of electrical work. Inspection of electrical work shall be according to Article 105.12 and the following.

Before any splice, tap, or electrical connection is covered in handholes, junction boxes, light poles, or other enclosures, the Contractor shall notify and make available such wiring for the Engineer's inspection.

Maintenance and Responsibility During Construction.

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

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

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

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

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

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

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

Testing. Before final inspection, the electrical work shall be tested. Tests may be made progressively as parts of the work are completed, or may be made when the work is complete. Tests shall be made in the presence of the Engineer. Items which fail to test satisfactorily shall be repaired or replaced. Tests shall include checks of control operation, system voltages, cable insulation, and ground resistance and continuity.

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

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

Lighting systems. The following tests shall be made.

- (1) Voltage Measurements. Voltages in the cabinet from phase to phase and phase to neutral, at no load and at full load, shall be measured and recorded. Voltage readings at the last termination of each circuit shall be measured and recorded.
- (2) Insulation Resistance. Insulation resistance to ground of each circuit at the cabinet, with all loads connected, shall be measured and recorded.

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

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

- (3) Loads. The current of each circuit, phase main, and neutral shall be measured and recorded. The Engineer may direct reasonable circuit rearrangement. The current readings shall be within ten percent of the connected load based on material ratings.
- (4) Ground Continuity. Resistance of the system ground as taken from the farthest extension of each circuit run from the controller (i.e. check of equipment ground continuity for each circuit) shall be measured and recorded. Readings shall not exceed 2.0 ohms, regardless of the length of the circuit.

- (5) Resistance of Grounding Electrodes. Resistance to ground of all grounding electrodes shall be measured and recorded. Measurements shall be made with a ground tester during dry soil conditions as approved by the Engineer. Resistance to ground shall not exceed 10 ohms.
- ITS. The following test shall be made in addition to the lighting system test above.

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

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

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

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

- (a) The manufacturer's standard written warranty for each piece of electrical material or apparatus furnished under the contract. The warranty for light emitting diode (LED) modules, including the maintained minimum luminance, shall cover a minimum of 60 months from the date of delivery.
- (b) The manufacturer's written guarantee that, for a period of six months after the date of final acceptance of the work, all necessary repairs to or replacement of said warranted material or apparatus for reasons not proven to have been caused by negligence on the part of the user or acts of a third party shall be made by the Contractor at no additional cost to the Department.
- (c) The Contractor's written guarantee for satisfactory operation of all manufactured electrical equipment furnished and constructed under the contract for a period of six months after final acceptance of the work.

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

Record Drawings. Alterations and additions to the electrical installation made during the execution of the work shall be neatly and plainly marked in red by the Contractor on the full-size set of record drawings kept at the Engineer's field office for the project. These drawings shall

be updated on a daily basis and shall be available for inspection by the Engineer during the course of the work. The record drawings shall include the following:

- Cover Sheet
- Summary of Quantities, electrical items only
- Legends, Schedules and Notes
- Plan Sheet
- Pertinent Details
- Single Line Diagram
- Other useful information useful to locate and maintain the systems.

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

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

The inventory shall include:

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

The following electronic inventory forms are available from the Engineer:

- Lighting Controller Inventory
- Lighting Inventory
- Light Tower Inspection Checklist
- ITS Location Inventory

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

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

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

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

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

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

- All light poles and light towers.
- Handholes and vaults.
- Junction Boxes
- Conduit roadway crossings.
- Controllers.
- Control Buildings.
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations.
- CCTV Camera installations.
- Roadway Surveillance installations.
- Fiber Optic Splice Locations.
- Fiber Optic Cables. Coordinates shall be recorded along each fiber optic cable route every 200 feet.
- All fiber optic slack locations shall be identified with quantity of slack cable included. When sequential cable markings are available, those markings shall be documented as cable marking into enclosure and marking out of enclosure.

Datum to be used shall be North American 1983.

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

- 1. District
- 2. Description of item
- 3. Designation

4. Use

- 5. Approximate station
- 6. Contract Number
- 7. Date
- 8. Owner
- 9. Latitude
- 10. Longitude
- 11. Comments

A spreadsheet template will be available from the Engineer for use by the Contractor.

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

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

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

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

The documents on the CD shall be organized by the Electrical Maintenance Contract Management System (EMCMS) location designation. If multiple EMCMS locations are within the contract, separate folders shall be utilized for each location as follows:

Pedestrian Bridge and Shared Use Path Section: 14-00113-00-BT County: Cook Contract No.: 61E68 Village of Schaumburg



Extraneous information not pertaining to the specific EMCMS location shall not be included in that particular folder and sub-folder.

The inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.

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

All CD's shall be labeled as illustrated in the CD Label Template contained herein.

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

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

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

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Final Acceptance Documentation Checklist

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

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

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

General Notes:

<u>Record Drawings</u> – The record drawings should contain contract cover sheet, summary of quantities showing all lighting pay item sheets, proposed lighting plans and lighting detail sheets. Submit hardcopies 11 x 17 size. Include the original "red-ink" copy. The red-ink markup should be neatly drawn. Record drawings copies should be legible. Blurred copies will not be acceptable. Temporary lighting plans and removal lighting plans should not be part of the set.

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

<u>GPS Coordinates</u> – Check special provisions "General Electrical Requirements". Submit electronic "EXCEL" file.

Job Warranty Letter – See standard specifications.

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

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

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

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

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CD LABEL FORMAT TEMPLATE.

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



MAINTENANCE OF LIGHTING SYSTEMS

Effective: March 1, 2017

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

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

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

The Engineer will document all test results and note deficiencies. All substandard equipment will be repaired or replaced by the existing maintenance contractor, or the Engineer can direct the Contractor to make the necessary repairs under Section109.04.

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

Maintenance of Existing Lighting Systems

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

Extent of Maintenance.

Partial Maintenance. Unless otherwise 'indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits within the project limits.

The project limits are defined as those limits indicated in the contract plans. Equipment outside of the project limits, on the affected circuits shall be maintained and paid for under Article 109.04. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer. The unaffected circuits and the controller will remain under the maintenance of the State.

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

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

Maintenance of Proposed Lighting Systems

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

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

Lighting System Maintenance Operations

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

If the existing equipment is damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with

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

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

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

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

- Service Response Time -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- Service Restoration Time amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)

• **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

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

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

Operation of Lighting

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

Method of Measurement

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

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

LUMINAIRE Effective: January 1, 2012

Add the following to first paragraph of Article 1067(c) of the Standard Specifications:

"The reflector shall not be altered by paint or other opaque coatings which would cover or coat the reflecting surface. Control of the light distribution by any method other than the reflecting material and the aforementioned clear protective coating that will alter the reflective properties of the reflecting surface is unacceptable"

Add the following to Article 1067(f) of the Standard Specifications:

"The ballast shall be a High Pressure Sodium, high power factor, constant wattage auto-regulator, lead type (CWA) for operation on a nominal 240 volt system."

Revise Article 1067(f)(1) of the Standard Specifications to read:

"The high pressure sodium, auto-regulator, lead type (CWA) ballast shall be designed to ANSI Standards and shall be designed and rated for operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

Nominal Ballast Wattage	Maximum Ballast Regulation
750	25%
400	26%
310	26%
250	26%
150	24%
70	18%

For this measure, regulation shall be defined as the ratio of the lamp watt difference between the upper and lower operating curves to the nominal lamp watts; with the lamp watt difference taken within the ANSI trapezoid at the nominal lamp operating voltage point parallel to the minimum lamp volt line:

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Ballast Regulation =
$$\frac{W_{LampH} - W_{LampL}}{W_{LampN}} \times 100$$

where:

 W_{LampH} = lamp watts at +10% line voltage when Lamp voltage = LV_H W_{LampL} = lamp watts at - 10% line voltage when lamp voltage = LV_L W_{lampN} = lamp watts at nominal lamp operating voltage = LV_N

Wattage	Nominal Lamp Voltage, LV _N	LV∟	LV _H
750	120v	115v	125v
400	100v	95v	105v
310	100v	95v	105v
250	100v	95v	105v
150	55v	50v	60v
70	52v	47v	57v

Nominal Ballast Wattage	Maximum Ballast Losses
750	15%
400	20%
310	21%
250	24%
150	26%
70	34%

Ballast losses, based on cold bench tests, shall not exceed the following values:

Ballast losses shall be calculated based on input watts and lamp watts at nominal system voltage as indicated in the following equation:

Ballast Losses
$$= \frac{W_{Line} - W_{Lamp}}{W_{Lamp}} \times 100$$

where: W_{line} = line watts at nominal system voltage W_{lamp} = lamp watts at nominal system voltage

Ballast output to lamp. At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table.

Nominal Ballast Wattage	Output to lamp variation
750	± 7.5%
400	± 7.5%
310	± 7.5%
250	± 7.5%
150	± 7.5%
70	± 7.5%

Example: For a 400w luminaire, the ballast shall deliver 400 watts \pm 7.5% at a lamp voltage of 100v for the nominal system voltage of 240v which is the range of 370w to 430w.

Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following

table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. Reading shall begin at the lamp voltage (L_V) specified in the table and continue at 5 volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings.

Nominal Ballast Wattage	LV Readings begin at	Maximum Wattage Variation
750	110v	± 7.5%
400	90v	± 7.5%
310	90v	± 7.5%
250	90v	± 7.5%
150	50v	± 7.5%
70	45v	± 7.5%

Example: For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of \pm 7.5% which is 370w to 430w"

Add the following to Article 1067(h) of the Standard Specifications:

"Independent Testing. Independent testing of luminaires shall be required whenever the pay item quantity of luminaires of a given pay item, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: *A plan pay item quantity of 75 luminaires for a specific pay item would dictate that 2 be tested; 135 luminaires would dictate that three be tested.*" If the luminaire performance table is missing from the contract documents, the luminaire(s) shall be tested and the test results shall be evaluated against the manufacturer's data as provided in the approved material submittal. The test luminaire(s) results shall be equal to or better than the published data. If the test results indicated performance not meeting the published data, the test luminaire will be designated as failed and corrective action as described herein shall be performed.

The Contractor shall be responsible for all costs associated with the specified testing, including but not limited to shipping, travel and lodging costs as well as the costs of the tests themselves, all as part of the bid unit price for this item. Travel, lodging and other associated costs for travel by the Engineer shall be direct-billed to or shall be pre-paid by the Contractor, requiring no direct reimbursement to the Engineer or the independent witness, as applicable"

The Contractor shall select one of the following options for the required testing with the Engineer's approval:

- a. Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests.
- b. Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, luminaires for testing by the independent laboratory.
- c. Independent Witness of Manufacturer Testing: The independent witness shall select from the project luminaires at the manufacturers facility or at the Contractor's storage facility, the luminaires for testing. The Contractor shall propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer.

The independent witness shall as a minimum meet the following requirements:

- Have been involved with roadway lighting design for at least 15 years.
- Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.
- Not associated in any way (plan preparation, construction or supply) with the particular project being tested.
- Be a member of IESNA in good standing.
- Provide a list of professional references.

This list is not an all inclusive list and the Engineer will make the final determination as to the acceptability of the proposed independent witness.

d. Engineer Factory Selection and Witness of Manufacturer Testing: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. At the Manufacturer's facility, the Engineer shall select the luminaires to be tested and shall be present during the testing process. The Contractor shall schedule travel by the Engineer to and from the Manufacturer's laboratory to witness the performance of the required tests.

Should any of the tested luminaires fail to satisfy the specifications and perform according to approved submittal information, the luminaire shall be unacceptable and be replaced by alternate equipment meeting the specifications with the submittal and testing process repeated in their entirety; or corrections made to achieve required performance. In the case of corrections, the Contractor shall advise the Engineer of corrections made

and shall request a repeat of the specified testing and, if the corrections are deemed reasonable by the Engineer, the testing process shall be repeated. The number of luminaires to be tested shall be the same quantity as originally tested; i.e. if three luminaires were tested originally, one, two or three failed, another three must be tested after corrective action is taken.

Revise Article 1067.06(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of 1900° to 2200° Kelvin."

Add the following table(s) to Article 1067 of the Standard Specifications:

IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE

GIVEN CONDITIONS			
ROADWAY DATA	Pavement Width	36 (ft)	
	Number of Lanes	3	
	I.E.S. Surface Classification	R3	
	Q-Zero Value	.07	
LIGHT POLE DATA	Mounting Height	60 (ft)	
	Mast Arm Length	15 (ft)	
	Pole Set-Back From Edge of Pavement	30 (ft)	
LUMINAIRE DATA	Lamp Type	HPS	
	Lamp Lumens	105,000	
	I.E.S. Vertical Distribution	Medium	
	I.E.S. Control Of Distribution	Cutoff	
	I.E.S. Lateral Distribution	Type III	
	Total Light Loss Factor	0.7	
LAYOUT DATA	Spacing	325 (ft)	
	Configuration	Single Sided	
	Luminaire Overhang over edge of pavement	-15 (ft)	

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

PERFORMANCE REQUIREMENTS

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

LUMINANCE	Average Luminance, L _{AVE}	0.6 Cd/m ²
	Uniformity Ratio, Lave/Lmin	3.5 (Max)
	Uniformity Ratio, LMAX/LMIN	6 (Max)
	Veiling Luminance Ratio, L _V /L _{AVE}	0.3 (Max)

REMOVE AND RE-ERECT EXISTING LIGHTING UNIT

<u>Description:</u> This work shall consist of removing, storing, and later reinstalling existing light poles, breakaway devices and luminaires at the location shown in the plan.

Prior to the removal of any lighting equipment, the Contractor shall schedule an inspection with the Engineer to review the condition of the equipment. Any deficiencies shall be corrected prior to removal. A minimum of 7 days advanced notice shall be provided prior to the inspection.

All removed materials shall be stored offsite at a secure facility for the duration of the project. Equipment shall be protected from the elements. The Contractor shall provide all wood blocking, banding, or other appurtenant items required for proper stacking, protection and storage. The Contractor shall be responsible for any damage that occurs while the equipment is in the possession of the Contractor. Repairs or replacement will be made at no additional cost to the Department.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per each for REMOVE AND RE-ERECT EXISTING LIGHTING UNIT, which shall be payment in full for all labor materials, tool and equipment necessary for removing, protecting, storing, and re-erecting the poles, breakaway devices and luminaires as described herein.

TEMPORARY LUMINAIRE, HIGH PRESSURE SODIUM VAPOR, HORIZONTAL MOUNT, 750 WATT

<u>Description</u>: This work shall consist of installing a luminaire of the size and type specified at the locations shown in the plans in accordance with the IDOT District One LUMINAIRE specification found elsewhere in these documents. Upon completion of the project, luminaires shall remain property of the Contractor.

Basis of Payment: This work will be paid for at the contract unit price each for TEMPORARY LUMINAIRE, HIGH PRESSURE SODIUM VAPOR, HORIZONTAL MOUNT, 750 WATT.

TEMPORARY WOOD POLE, 50 FT., CLASS 4

<u>Description:</u> This work shall consist of installing a temporary wood pole of the size and type specified at the locations shown in the plans in accordance with Section 830 of the Standard Specifications. Upon completion of the project, poles shall remain property of the Contractor.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for TEMPORARY WOOD POLE, 50 FT., CLASS 4.

TEMPORARY WOOD POLE, 80 FT., CLASS 4, 15 FT. MAST ARM

<u>Description</u>: This work shall consist of installing a temporary wood pole with a mast arm of the size and type specified at the locations shown in the plans in accordance with Section 830 of the Standard Specifications. Upon completion of the project, poles shall remain property of the Contractor.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for TEMPORARY WOOD POLE, 80 FT., CLASS 4, 15 FT. MAST ARM.

UNIT DUCT

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

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

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

General:

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

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

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

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

Dimensions:

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

Nominal Size		Nomina	nal I.D. Nominal O.D. M		Nominal I.D.		Nominal O.D. Minim		ım Wall
mm	in	mm	in	mm	in	mm	in		
31.75	1.25	35.05	1.380	42.16	1.660	3.556 +0.51	0.140 +0.020		
38.1	1.50	40.89	1.610	48.26	1.900	3.683 +0.51	0.145 +0.020		

Nominal Size		Pulled Tensile		
mm in		N	lbs	
31.75	1.25	3322	747	
38.1	1.50	3972	893	

Marking:

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

Performance Tests:

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

Duct Diameter		Min. force required to deform sample 50%		
mm	in	N	lbs	
35	1.25	4937	1110	
41	1.5	4559	1025	

WIRE AND CABLE

Effective: January 1, 2012

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

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

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

Phase Conductor			Messenger wire			
Size	Stranding	Average		Minimum	Stranding	
AWG	_	Insulation		Size	_	
		Thickness		AWG		
		mm	mils			
6	7	1.1	(45)	6	6/1	
4	7	1.1	(45)	4	6/1	
2	7	1.1	(45)	2	6/1	
1/0	19	1.5	(60)	1/0	6/1	
2/0	19	1.5	(60)	2/0	6/1	
3/0	19	1.5	(60)	3/0	6/1	
4/0	19	1.5	(60)	4/0	6/1	

Aerial Electric Cable Properties

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

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

Revise Article 1066.04 to read:

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

Revise the second paragraph of Article 1066.05 to read:

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

RELOCATE EXISTING LIGHT POLE FOUNDATION, METAL

<u>Description</u>. This work includes the removal and reinstallation of an existing metal light pole foundation at the locations shown in the plans.

Installation. Installation shall be in accordance with Article 836 of the Standard Specifications.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per each for RELOCATE EXISTING LIGHT POLE FOUNDATION, at the location indicated in the plans.

LUMINAIRE (SPECIAL)

<u>Description</u>: This work shall consist of furnishing and installing a luminaire in accordance with Section 821 of the Standard Specifications, the details in the plans, and the following additions or exceptions. The concrete stabilization pad shall be constructed in accordance with Section 424 of the Standard Specifications.

<u>Materials:</u> The luminaire shall be an in-grade style model M9400 B 12LED WHT41K MVOLT WFL FLC 350MA luminaire manufactured by Hydrel/Acuity Brands or approved equivalent. The luminaire shall meet the following requirements:

General: The luminaire shall incorporate a modular design with a water-tight module and junction box intended for applications with flow-through capability. The design of the housing starts at the rough-in sections with a molded junction box and holes at the bottom, allowing a pathway for the water to flow through the housing and drain out the bottom. The product shall be intended for outdoor uplight applications, such as wall washing and feature accentuation.

Door Material: Bronze.

Rough-in Section: Injection molded polymer with integral junction box for thru-branch wiring. The housing shall be UV stabilized, impact and corrosion resistant for use in all types of environments. The rough-in houses the LED and power module components and top door finishing section.

Conduit Entries: Two (2) bottom or side entries shall be provided. Wiring box shall e suitable for through-branch wiring.

Finishing Section: Double lens design includes door assembly with 360° Aim-Lock[™] module support and tilt ring that allows 15° of aiming. Active optical lenses are also available. Module indexing provides easy maintenance without re-aiming. Door trim locks into position with two stainless steel captive, tamper-resistant fasteners.

LED Module: Module shall have a stainless-steel housing, factory-sealed and purged of all moisture. The LED module shall be suspended below the top door lens in a surface adjustable, 15° tilt mechanism. Lens is sealed with silicone gasket and stainless-steel clamp band assembly with single fastener. Electrical connection to LED module is done through a submersible quick disconnect plug connector with gold-plated contacts.

Lamp Type: LED: Monochromatic LEDs, 12W (Lamp Included).

Light Engine: Light engine shall be directly coupled to the housing to maximize heat dissipation and have an expected life of 100,000 hours (L92).

Power Module: LED driver shall be encapsulated in heat-dissipating epoxy resin to eliminates all moisture intrusion. Module shall be provided with submersible rated cord leads for connection to integral junction box and LED module.

Electrical: The unit shall have an operating range of 120 to 277 volts AC, 60 Hz. The LED driver shall be a Class 1 electronic driver and have a power factor greater than 90%, a THD <20%, and has an expected life of 100,000 hours with <1% failure rate. Surge protection shall meet or exceed Category C Low operation per ANSI/IEEE C62.41.2.

Listings: The luminaire shall have the following listings:

- UL listed
- IP68 rating
- Suitable for Wet Locations

Warranty: The manufacturer shall provide a 5-year warranty.

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

TRAFFIC SIGNAL GENERAL REQUIREMENTS (D1 LR)

Effective: April 1, 2016 Revised: July 20, 2016 LR800.01TS

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

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

Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

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

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

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

Submittals.

Revise Article 801.05 of the Standard Specifications to read:

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

1. All material approval requests shall be made prior to or no later than one week after the date of the preconstruction meeting. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of

the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.

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

- 14. Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- 15. The Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

Marking Proposed Locations.

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

Add the following to Article 801.09 of the Standard Specifications:

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

Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

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

Maintenance and Responsibility.

Revise Article 801.11 of the Standard Specifications to read:

a. Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, Municipality or Transit Agency in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the Contractor. The Contractor shall supply the Resident Engineer, IDOT Local Agency Area Engineer, Local Agency, the Owner of the traffic signal, and/or their Electrical Maintenance Contractor with two 24-hour emergency contact names and telephone numbers.

- b. Automatic Traffic Enforcement equipment such as red lighting running and railroad crossing camera systems are owned and operated by others and the Contractor shall not be responsible for maintaining this equipment.
- c. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- d. When the project has a pay item for "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation." the Contractor must notify the Resident Engineer, the Local Agency, the Owner of the traffic signal, and/or their Electrical Maintenance Contractor of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance The Department will attempt to fulfill the Contractor's to the Contractor. inspection date request(s); however workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested inspection date(s) cannot be scheduled by the Department. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- e. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- f. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. Any inquiry, complaint or request by the Department, the Local Agency, the Owner of the traffic signal, and/or their Electrical Maintenance Contractor, or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this

timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department, the Local Agency, the Owner of the traffic signal, and/or their Electrical Maintenance Contractor may inspect any signalizing device under their jurisdiction at any time without notification.

- g. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- h. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- i. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be for separately but shall be included in the contract.

Damage to Traffic Signal System.

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

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

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

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

<u>Traffic Signal Inspection (TURN-ON).</u> Revise Article 801.15(b) of the Standard Specifications to read:

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

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Bureau of Local Roads and Streets at (847) 705-4487 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will attempt to fulfill the Contractor's turn-on and inspection date request(s); however workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested turn-on and inspection date(s) cannot be scheduled by the The Department will not grant a field inspection until written or electronic Department. notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM. OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

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

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

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each

traffic signal installation will assume the maintenance upon successful completion of this inspection.

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

Final Project Documentation:

- 1. Record Drawings. Signal plans of record with field revisions marked in red ink. One hard copy set of 11"x17" record drawings shall also be provided.
- 2. Inventory. Inventory of new and existing traffic signal equipment including cabinet types and devices within cabinets in an Excel spread sheet format. One hard copy shall also be provided.
- 3. Pictures. Digital pictures of a minimum 12M pixels of each intersection approach showing all traffic signal displays and equipment. Pictures shall include controller cabinet equipment in enough detail to clearly identify manufacture and model of major equipment.
- 4. Field Testing. Written notification from the Contractor and the equipment vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13). One hard copy of all contract required performance measurement testing shall also be provided.
- 5. Materials Approval. The material approval letter. A hard copy shall also be provided.
- 6. Manuals. Operation and service manuals of the signal controller and associated control equipment. One hard copy shall also be provided.
- 7. Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies 11" x 17" of the cabinet wiring diagrams shall be provided along with electronic pdf and dgn files of the cabinet wiring diagram. Five hard copies of the cable logs and electronic excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.
- 8. Controller Programming Settings. The traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The controller manufacturer shall also supply a printed form, not to exceed 11" x 17" for recording that data noted above. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
- 9. Warrantees and Guarantees. All manufacturer and contractor warrantees and guarantees required by Article 801.14.

10. GPS coordinate of traffic signal equipment as describe in the Record Drawings section herein.

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

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

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

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

Record Drawings.

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

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

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

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

Add the following to Article 801.16 of the Standard Specifications:

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

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

Datum to be used shall be North American 1983.

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

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

Examples:

Date	ltem	Description	Latitude	Longitude
01/01/2015	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	-87.793378
01/01/2015	HH (Handhole)	Heavy Duty, Fiber,	41.558532	-87.792571

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

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

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

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

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

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

Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

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

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

Restoration of Work Area.

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

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

Bagging Signal Heads.

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

UNDERGROUND RACEWAYS

Effective: May 22, 2002 Revised: July 1, 2015 810.02TS

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04 of the Standard Specifications:

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

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

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

HANDHOLES

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

Description.

Add the following to Section 814 of the Standard Specifications:

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

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

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

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

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

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

Add the following to Article 814.03 of the Standard Specifications:

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

Cast-In-Place Handholes.

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

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

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

Precast Round Handholes.

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

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

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

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

Materials.

Add the following to Section 1042 of the Standard Specifications:

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

GROUNDING CABLE

Effective: May 22, 2002 Revised: July 1, 2015 817.01TS

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add the following to Article 817.02 (b) of the Standard Specifications:

Unless otherwise noted on the Plans, traffic signal grounding conductor shall be one conductor, #6 gauge copper, with a green color coded XLP jacket.

The traffic signal grounding conductor shall be bonded, using a UL Listed grounding connector to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. The grounding conductor shall be bonded to conduit terminations using rated grounding bushings. Bonding to existing handhole frames and covers shall be paid for separately.

Add the following to Article 817.05 of the Standard Specifications:

Basis of Payment.

Grounding cable shall be measured in place for payment in foot (meter). Payment shall be at the contract unit price for ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds, grounding connectors, conduit grounding bushings, and other hardware.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL AND FLASHING BEACON INSTALLATION

Effective: May 22, 2002 Revised: July 1, 2015 850.01TS

General.

- 1. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof. If Contract work is started prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection.
- 2. The Contractor shall have electricians with IMSA Level II certification on staff to provide signal maintenance. A copy of the certification shall be immediately available upon request of the Engineer.
- 3. This item shall include maintenance of all traffic signal equipment and other connected and related equipment such as flashing beacons, emergency vehicle pre-emption equipment, master controllers, uninterruptable power supply (UPS and batteries), PTZ cameras, vehicle detection, handholes, lighted signs, telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment.

- 4. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers, radios and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- 5. Maintenance shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment. This equipment is operated and maintained by the local municipality and should be de-activated while on contractor maintenance.
- 6. The energy charges for the operation of the traffic signal installation shall be paid for by the Contractor.

Maintenance.

- 1. The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. The Contractor shall check signal system communications and phone lines to assure proper operation. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs. Prior to the traffic signal maintenance transfer, the contractor shall supply a detailed maintenance schedule that includes dates, locations, names of electricians providing the required checks and inspections along with any other information requested by the Engineer.
- 2. The Contractor is advised that the existing and/or span wire traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- 3. The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of stop signs in stock at all times to replace stop signs which may be damaged or stolen.

- 4. The Contractor shall provide the Engineer with 2 (two) 24 hour telephone numbers for the maintenance of the traffic signal installation and for emergency calls by the Engineer.
- 5. Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.
- 6. The Contractor shall respond to all emergency calls from the Department or others within one (1) hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work. The Contractor shall be responsible for all of the State's Electrical Maintenance Contractor's costs and liquidated damages of \$1000 per day per occurrence. The State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.
- 7. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- 8. Equipment included in this item that is damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.
- Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit agreement.

- 10. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- 11. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be paid for separately but shall be included in the contract.
- 12. Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

Basis of Payment.

This work will be paid for at the contract unit price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION. Each intersection will be paid for separately. Maintenance of a standalone and or not connected flashing beacon shall be paid for at the contract unit price for MAINTENANCE OF EXISITNG FLASHING BEACON INSTALLATION. Each flashing beacon will be paid for separately.

ELECTRIC CABLE

Effective: May 22, 2002 Revised: July 1, 2015 873.01TS

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

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

Service cable may be single or multiple conductor cable.

TRAFFIC SIGNAL POST

Effective: May 22, 2002 Revised: July 01, 2015 875.01TS

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

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

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

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

CONCRETE FOUNDATIONS

Effective: May 22, 2002 Revised: July 01, 2015 878.01TS

Add the following to Article 878.03 of the Standard Specifications:

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

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

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

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

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

REBUILD EXISTING HANDHOLE

Effective: January 1, 2002 Revised: July 1, 2015 895.04TS

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

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

All concrete debris shall be disposed of outside the right-of-way.

The area adjacent to each side of the handhole shall be excavated to allow forming. All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt handhole according to applicable portions of Section 814 of the Standard Specification and as modified in 814.01TS HANDHOLES Special Provision. The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer.

Basis of Payment.

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

DOUBLE HANDHOLE TO BE ADJUSTED

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

Upon completion of the above work, six (6) holes, four (4) inches in depth and one half (1/2) inch in diameter, shall be drilled into the remaining concrete; one hole centered on each of the short handhole walls and two equally spaced along the long handhole walls. Six (6) #3 steel dowels, eight (8) inches in length, shall be furnished and shall be installed in the drilled holes with a masonry epoxy.

All concrete debris shall be disposed of outside the right-of-way.

The area adjacent to each side of the handhole shall be excavated to allow forming. All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt handhole according to applicable portions of Section 814 of the Standard Specification and as modified in 814.01TS HANDHOLES Special Provision. The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer.

Basis of Payment.

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

TREE PRESERVATION

Add the following to the end of Article 201.05(a), Temporary Fencing:

The Contractor shall install temporary barriers necessary for the preservation of existing plant materials (not to be removed) before any work takes place at the project site. The protective fencing shall be installed in accordance with Village Ordinance 154.135(C)(4). Wooden snow fencing or brightly colored plastic construction fencing shall be installed at the periphery of the drip line of the tree or beyond to prevent the storage of vehicles or materials, and the encroachment of grading and construction equipment. All protective fencing shall be maintained to the satisfaction of the Engineer.

In the event that a tree is damaged by the Contractor during construction, the Contractor shall replace such tree with a tree of a species listed in Section IX, Item C-2 of the Village of Schaumburg Subdivision Control Ordinance #1639 as specified by the Engineer, and having a diameter not less than the tree destroyed (not to exceed 6 inches, measured at 6 inches above the ground level). Any tree that is replaced out of the neglect of the Contractor shall be replaced at no cost to the Contract. In addition, all tree trimming, liming, root pruning, and tree preservation shall be approved by the Engineer.

TREE PROTECTION FENCING

<u>Description:</u> This work shall consist of the placement of temporary fencing to protect existing trees. The placement of the fencing shall be determined by the Village's Forestry representative and the Engineer.

This work shall be completed in accordance with the applicable Section 201 of the Standard Specifications.

The Contractor shall install TREE PROTECTION FENCING necessary for the preservation of existing plant materials (not to be removed) before any work takes place at the project site. The protective fencing shall be installed in accordance with Village Ordinance 154.135(C)(4). TREE PROTECTION FENCING shall be installed at the periphery of the drip line of the tree or beyond to prevent the storage of vehicles or materials, and the encroachment of grading and construction equipment. The fencing will require the utilization and installation of metal 'T' posts at maximum spacing of 8'. All TREE PROTECTION FENCING shall be maintained to the satisfaction of the Engineer.

In the event that a tree is damaged by the Contractor during construction, the Contractor will be required to remove and replace the tree with one of the species listed in Section IX, Item C-2 of the Village of Schaumburg Subdivision Control Ordinance #1639 as specified by the Engineer,

and having a diameter not less than the tree destroyed (not to exceed 6 inches, measured at 6 inches above the ground level). Any tree that is replaced out of the neglect of the Contractor shall be replaced at no cost to the Owner. In addition, all tree trimming, liming, root pruning, removal, and preservation shall be approved by the Engineer prior to any work taking place.

This work shall include all labor, materials, and equipment necessary to install and maintain the Tree Protection Fencing as required.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per lineal foot of TEMPORARY FENCE.

TOPSOIL FURNISH AND PLACE

<u>Description:</u> This work shall consist of furnishing, transporting, preparing, and placing topsoil from within the site or imported from offsite sources. The work shall be completed in accordance with Section 211 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer.

<u>Materials:</u> Topsoil shall be provided in accordance with Article 1081.05 of the Standard Specifications with the exception that the minimum organic content shall be 4 percent.

Import topsoil from offsite sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

<u>Construction:</u> This work shall be performed in accordance with Articles 211.04 and 211.05 of the Standard Specifications except as modified herein.

Place topsoil and complete finish grading to meet grades as shown on the plans. Place topsoil to a depth of 4 inches in all Class 1A and Class 2A seed areas. Place topsoil to a depth of 6 inches in all Class 4A (Modified) and Class 5 (Modified) seed areas. Place topsoil to a depth of 12 inches in all planting bed areas.

<u>Method of Measurement:</u> The contract unit price shall include importing and placing topsoil to a depth of 4 inches in all Class 1A and 2A seed areas, to a depth of 6 inches in all Class 4A (Modified) and Class 5 (Modified) seed areas, and to a depth of 12 inches in all planting bed areas, including all materials, labor, or equipment required to complete this work.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 4", TOPSOIL FURNISH AND PLACE, 6", and TOPSOIL FURNISH AND PLACE, 12", and no additional compensation will be allowed.

COMPOST FURNISH AND PLACE

<u>Description:</u> This work shall consist of furnishing, transporting, spreading, and incorporating landscape compost into soil in areas shown on the plans and as directed by the Engineer. The Contractor shall submit a sample of the compost for approval prior to installation.

The Contractor shall inform the Engineer of his intended source for topsoil. The Engineer will inspect the topsoil to ensure that it meets with the requirements of the specifications.

<u>Materials:</u> Add the following to Article 1081.05(b) Topsoil and Compost:

The Contractor shall inform the Engineer of his intended source for the landscape compost. The Engineer will inspect the landscape compost to ensure that it meets with the requirements of the specifications. The compost shall be a mixture of decomposed grass clippings, small branches, and leaves. Said mixture shall be screened and free of refuse, stone, clumps, roots, large branches, clay, and other foreign material. The compost shall be of such consistency that it can be readily incorporated with the topsoil.

<u>Construction:</u> This work shall be performed in accordance with Articles 211.04 and 211.05 of the Standard Specifications except as modified herein.

Compost shall not be placed until the area designated has been shaped, trimmed, and finished in accordance with Section 212 of the Standard Specifications, and any required placement of topsoil has been completed. Prior to compost placement, the area shall be disked or raked to a minimum depth of 2" and all debris and loose stones removed. The grades and condition of the area must be approved by the Engineer prior to Compost Placement.

The compost shall be placed in the planting beds to the depth specified and shall meet finish grades within specified tolerances. After the Engineer verifies that the proper compost depth has been applied, the Contractor shall completely incorporate the sand into the soil to a minimum depth of 6" by raking, disking or rototilling to amend the existing topsoil.

After the compost has been incorporated into the soil, any debris or piles of unincorporated material shall be immediately removed from the finished area to the lines and grades shown on the plan and approved by the Engineer. Disposal of material shall be done in accordance with Article 202.03.

<u>Method of Measurement:</u> The contract unit price shall include importing and placing compost to a depth of 2 inches in all planting bed areas, including all materials, labor, or equipment required to complete this work. Compost Placement will be directed by Engineer prior to incorporation into the soil.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per square yard for COMPOST FURNISH AND PLACE, 2", and no additional compensation will be allowed.

SEEDING, CLASS 1A AND CLASS 2A

<u>Description:</u> This work shall consist of preparing the seed bed, placing the seed, initial watering of the seed bed and other materials required in the seeding operation including horticultural grade vermiculite in areas as shown in the plans.

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

<u>Materials:</u> Class 1A and Class 2A seed shall be provided in accordance with Article 250.07 of the Standard Specifications.

Remove the following from Article 250.04, Fertilizer and Agricultural Ground Limestone Application:

Phosphorus Fertilizer Nutrients 90 lb/acre (100kg/ha)

<u>Construction:</u> This work shall be performed in accordance with Articles 250.05 and 250.06 of the Standard Specifications except as modified herein.

All existing turf and ground cover vegetation shall be cut out 2" below the existing soil line, and disposed of as specified in Article 202.03, or killed using RoundUp at the manufacturer's suggested rate 14 days prior to planting.

Seeding will be conducted after all existing ground cover vegetation is dead or removed. Removal of dead accumulated grass and other litter will be required before seeding. No seeds shall be sown until the seed bed has been approved by the Engineer.

Maintenance of seeded areas by the Contractor shall consist of watering, weeding, 3 mowings, repair of erosion, spraying the seeded areas to keep them free of insects and diseases, and overseeding with a slit seeder as necessary to establish a uniform stand of the specified turf and seed mixes. The Contractor shall provide general care for seeded areas until a uniform stand of the specified mix is established, or a period of not less than 6 weeks. Prior to acceptance, turf areas shall be mowed at least 3 times by the Contractor to maintain healthy vigorous growth. Debris encountered during the mowing and/or over seeding operation shall be removed and disposed of in accordance with Article 250.05. Damage to the seeded areas, such as ruts or wheel tracks more than 2" in depth, shall be repaired by the Contractor to the satisfaction of the Engineer. If noxious weeds start growth which threatens to smother the plants included in the specified mix, they shall be removed or sprayed as directed by the Engineer, and the vacant spots overseeded, if necessary. All necessary weed control applications and overseeding due to poor germination are included in the cost for seeding.

Provide Erosion Control Blanket (Special) for all Seeding, Class 1A and Class 2A areas.

<u>Method of Measurement:</u> The contract unit price shall include all preparation, finish grading, materials, labor, or equipment required to complete this work.

<u>Basis of Payment:</u> This item shall be paid for at the contract unit price per acre for SEEDING, CLASS 1A, SEEDING or CLASS 2A and per square yard for EROSION CONTROL BLANKET

(SPECIAL), which price shall be payment in full for performing the work as specified herein and as determined by the Engineer.

SEEDING, CLASS 4A (MODIFIED)

<u>Description</u>: This work shall consist of preparing the seed bed, placing the seed, initial watering of the seed bed and other materials required in the seeding operation including horticultural grade vermiculite in areas as shown in the plans.

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

<u>Materials:</u> The Class 4A (Modified) seed mixture shall be supplied in pounds of Pure Live Seed. All native seed species will be local genotype and will be from a radius of 150 miles from the project site. The Class 4A (Modified) seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

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

<u>CLASS – TYPE</u>	SEEDS	PURE LIVE SEED LB/ACRE
4A (Modified) Low Prof	ile Native Grass	13.5
Andropo (Little	egon scoparius Bluestem)	5.0
(Side-	·Oats Grama)	5.0
Elymus (Cana Sporobo	canadensis ida Wild Rye) ilus heterolepsis	3.0
(Prair	rie Dropseed)	0.5
Temporary Cover		32 (lb/acre)
Avena s (Anni	ativa ual Oats)	32.0

Notes:

- 1. Purity and germination tests no older than twelve months old must be submitted for all seed supplied to verify quantities of bulk seed required to achieve LB PLS specified.
- 2. The seedbed shall be prepared and approved by the Engineer prior to seeding. The Contractor shall delineate the perimeter of the seedbed with wooden lathe. The wooden lathe shall remain in place.
- 3. No seed shall be sown during high winds or when the ground is not in proper condition for seeding.
- 4. The Engineer must witness the delivery of seed with original labels attached in the field. Provide to the Engineer the seed labels from the bags in which the seed is delivered in.
- 5. Temporary cover seed shall be kept separate from the Class 4A (Modified) type mixture. It shall be mixed on site under the direction of the Engineer.
- 6. In order to eliminate potential introduction of invasive or exotic species, all equipment used on the planting site shall be free of mud and/or plant material. This includes tires, mower decks, undercarriage, etc.
- 7. The Cover Crop shall be thoroughly mixed with the Class 4A (Modified) seed mix and seeded using a mechanical seeder that applies the seed uniformly at a depth of 1/4 inch. The seedbed shall be immediately mulched as specified.
- 8. Supplemental Watering: During periods exceeding 26 degree C (80 degree F) or subnormal rainfall (less than 1" of rainfall per week) supplemental watering may be required. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate 1" of rain per 7 days or as specified by the Engineer within 24-hour notice.
- 9. The Contractor shall have on hand enough equipment to completely water all seeded areas in two days at the watering rate specified above. The Engineer will make periodic checks of the Contractor's watering equipment to determine its adequacy and operating condition.
- 10. All watering described shall be done with a spray application. An open-end hose will not be acceptable. The method of watering shall meet the approval of the Engineer.

If specified seed material is unavailable, the Engineer shall approve the substitutes in writing. Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract.

Provide Erosion Control Blanket (Special) for all Seeding, Class 4A (modified) areas.

<u>Method of Measurement:</u> The contract unit price shall include all preparation, finish grading, materials, labor, or equipment required to complete this work.

Horticultural grade vermiculite will not be measured for payment and shall be considered incidental to the cost of Seeding, Class 4A (Modified).

<u>Basis of Payment:</u> This item shall be paid for at the contract unit price per acre for SEEDING, CLASS 4A (MODIFIED), and per square yard for EROSION CONTROL BLANKET (SPECIAL), which price shall be payment in full for performing the work as specified herein and as determined by the Engineer.

SEEDING, CLASS 5 (MODIFIED)

<u>Description:</u> This work shall consist of Seeding Class 5 (Modified) in areas as shown on the plans and as directed on-site by the Engineer.

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

<u>Materials:</u> The Class 5 (Modified) seed mixture shall be supplied in a separate bag from the three mixture components: Temporary Cover, Permanent Grasses, and Forbs. All native species will be local genotype and will be from a radius of 100 miles from DuPage County. The Class 5 (Modified) seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Article 250.07 Seeding Mixtures – Delete sentence 4. Add the following to Table 1 – Seeding Mixtures:

CLASS – TYPE	SEEDS	BULK LBS/ACRE
5 (Modified) Fort	os:	5.50
A	ster novae	
_	(Sky Blue Aster)	0.20
Ba	aptisia australis	
_	(False Indigo)	0.75
B	aptisia leucophaea	
	(Cream Wild Indigo)	0.45
C	oreopsis lanceolata	
	(Lanceleaf Coreopsis)	0.45
D	esmodium canadense	
	(Showy Tick Trefoil)	0.30
E	chinacea purpurea	
	(Purple Coneflower)	0.75
E	ryngium yuccifolium	
	(Rattlesnake Master)	0.30
Li	atris aspera	
	(Rough Blazing Star)	0.65
M	lonarda fistulosa	
	(Wild Bergamot)	0.55
R	udbeckia hirta	
	(Black-eyed Susan)	0.75

Notes:

- 1. The Engineer must witness the delivery of seed with original labels attached in the field. Provide to the Engineer the seed labels from the bags in which the seed is delivered in.
- 2. Each bag shall be labeled. The label shall bear the dealer's guarantee of mixture and year grown, purity and germination, and date of test. Purity and germination tests no older than

six months of the date of sowing must be submitted to verify all bulk seed required to achieve LB PLS specified.

- 3. No seed shall be sown until the purity testing has been completed for seeds to be used and shows the seed meets the noxious weed requirements.
- 4. Seed, which has become wet, moldy, or otherwise damaged will not be acceptable. Prior to application, the Engineer must approve seed mix in the bags.
- 5. No seed shall be sown during high winds or when the ground is not in proper condition for seeding.
- 6. The seedbed shall be prepared and approved by the Engineer prior to seeding. The Contractor shall delineate the perimeter of the seedbed with wooden lathe. The wooden lathe shall remain in place.
- 7. Temporary cover seed shall be kept separate from the Native Grass seed mixture. It shall be mixed on site under the direction of the Engineer.
- 8. The Spring Oats shall be thoroughly mixed with the Native Grass seed and seeded first using a mechanical seeder that applies the seed uniformly at a depth of 1/4 inch. Second, the Forb seed shall be thoroughly mixed with 2 bushels of moistened horticultural grade vermiculite per acre and uniformly seeded at a depth of 1/8 inch. The seedbed shall be immediately mulched as specified.
- 9. Supplemental Watering: During periods exceeding 26-degree C (80 degree F) or subnormal rainfall (less than 1" of rainfall per week) supplemental watering may be required. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate 1" of rain per 7 days or as specified by the Engineer within 24-hour notice.
- 10. The Contractor shall have on hand enough equipment to completely water all seeded areas in two days at the watering rate specified above. The Engineer will make periodic checks of the Contractor's watering equipment to determine its adequacy and operating condition.
- 11. All watering described shall be done with a spray application. An open-end hose will not be acceptable. The method of watering shall meet the approval of the Engineer.

If specified Plateau herbicide tolerant designed seed material is unavailable, the Engineer shall approve the substitutes. All substitutions shall also be tolerant to (Ammonium salt of imazapic (+/-)-2-[4,5-dyhydro-4-menthyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-

pyrudubecarboxylic acid (Plateau Herbicide). Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract.

Provide Erosion Control Blanket (Special) for all Seeding, Class 5 (modified) areas.

Provide Coarse Sand Placement, 2" for all Seeding, Class 5 (modified) areas.

<u>Method of Measurement:</u> The contract unit price shall include all preparation, finish grading, materials, labor, or equipment required to complete this work.

Horticultural grade vermiculite will not be measured for payment and shall be considered incidental to the cost of Seeding, Class 5 (Modified).

<u>Basis of Payment:</u> This item shall be paid for at the contract unit price per acre for SEEDING, CLASS 5 (MODIFIED), per square yard for EROSION CONTROL BLANKET (SPECIAL), and

COARSE SAND PLACEMENT, 2" which price shall be payment in full for performing the work as specified herein and as determined by the Engineer.

COARSE SAND PLACEMENT

<u>Description:</u> This work shall consist of furnishing, transporting, spreading, and incorporating Coarse Sand (FA 2) into the soil in areas shown on the plans and as directed by the Engineer.

<u>Materials:</u> Materials shall meet the requirements of the following Article of Section 1000 – Materials:

Item Article / Section
(a) Fine Aggregate......1003.04

<u>Method:</u> Coarse Sand shall not be placed until the area designated has been shaped, trimmed, and finished in accordance with Section 212 of the Standard Specifications and any required placement of Topsoil has been completed. Prior to Coarse Sand placement, the area shall be disked or raked to a minimum depth of 4 inches (100 mm) and all debris and loose stones removed. The grades and condition of the area must be approved by the Engineer prior to Coarse Sand placement.

The Coarse Sand shall be placed in the planting beds to the depth specified. After the Engineer verifies that the proper Coarse Sand depth has been applied, the Contractor shall completely incorporate the sand into the soil to a minimum depth of 6 inches (150 mm) by raking, disking, or roto tilling to amend the existing topsoil.

After the Coarse Sand has been incorporated into the soil, any debris or piles of unincorporated material shall be immediately removed from the right-of-way and the area finished to the lines and grades shown on the plans and approved by the Engineer. Disposal of material shall be done in accordance with Article 202.03.

<u>Method of Measurement:</u> Coarse Sand Placement will be measured in square yards (square meters) at the location shown in the plans and as directed by the Engineer prior to incorporation into the soil.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per square yards (square meters) for COARSE SAND PLACEMENT, 2" of the thickness specified. Payment shall include all costs for materials, equipment, and labor required to complete the work specified herein.

EROSION CONTROL BLANKET (SPECIAL)

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.

PLANTING WOODY PLANTS

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

<u>Materials:</u> Provide trees, shrubs, and accessories in accordance with Section 253 and Article1081.01 of the Standard Specifications except as modified herein.

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

All trees to be provided balled and burlapped. All shrubs to be provided either balled and burlapped or container grown.

Mulch shall be six-month old, well-rotted, shredded, native hardwood bark mulch, not larger than 4 inches in length and ½ inches in width. The shredded hardwood bark shall be: free of leaf material, standard size with a minimum particle size of 1/4" and a maximum size of 1 1/4". In all areas within the project limits where there is existing plant material, all trees, shrubs, and planting beds shall be mulched according to the specifications for new plant material, incidental to Contract. No weed barrier fabric will be required for tree and shrub planting. Pre-emergent herbicide will be used instead of weed barrier fabric. The pre-emergent herbicide shall be applied according to the Special Provision for Weed Control, Pre-emergent Granular Herbicide.

Approval at place of growth does not preclude inspection and right of rejection at the site. Rejected plants or materials shall be removed immediately from the site and promptly replaced with plants and materials meeting the specified requirements, as determined by the Engineer.

The botanical and common name of all plant materials shown on the drawings and required under this section are in conformance with the approved names given in "Standardized Plant Names" prepared by the American Committee on Horticultural Nomenclature. Names and varieties not included therein shall conform generally with names accepted in the nursery trade. In all cases, botanical names take precedence over common names.

Add the following to the end of Article 1081.01(c), Inspection of Plant Material:

All plant materials shall be subject to inspection and approval at the place of growth, and upon delivery for conformity to specification requirements. Approval at the place of growth shall not impair the right of the inspection and rejection upon delivery at the site or during the progress of the work for size and condition of ball, roots, canopy, diseases, insects, and latent defects or injuries. Rejected plants shall be removed immediately from the site.

Upon award of this Contract, the Contractor shall inform the Engineer of his intended sources of plant material. The Contractor shall provide the Engineer 30 calendar days advance notice of the plant material to be inspected. The Engineer will visit these sources with the Contractor to select and identify all woody plants for the project. All trees (deciduous, evergreen) and shrubs will be selected and tagged by the Engineer. The selection of materials by the Engineer shall in no way relieve the Contractor from his obligation to provide healthy plants as specified herein.

Before commencing the work, all plant material shall be on order and the Contractor shall examine the site to determine that it is free of conditions which might be detrimental to proper and timely completion of the work. Start of work shall indicate acceptance of all the site conditions.

<u>Construction</u>: This work shall be performed in accordance with Article 253 of the Standard Specifications.

Add the following to Article 253.07, Layout of Planting:

The configuration of all plant beds shall be staked or layed out by the Contractor and verified by the Engineer prior to commencing with plant bed preparation.

Add the following to Article 253.10, Planting Procedures:

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

- All existing ground cover vegetation shall be cut out 2" below the existing soil line and disposed of as specified in Article 202.03, or killed using RoundUp at the Manufacturer's suggested rate 14 days prior to planting.
- compost shall be placed on the planting beds to a depth of 2" then tilled into the soil to a depth of 6" to amend the existing topsoil.
- Fertilizer nutrients shall be added and tilled into the soil to a depth of 6" in the following 5:2 ratio:
 - Nitrogen Fertilizer Nutrients

• Potassium Fertilizer Nutrients

90 lbs./acre 36 lbs./acre

• All plant beds and individual tree saucers with a minimum diameter of 5' shall receive a hand tooled edge. Using a garden spade, the edge shall be cleanly trenched to a minimum depth of 3" with one vertical side toward the lawn areas.

Delete Article 253.12 of the Standard Specifications and substitute the following:

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

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

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

<u>Guarantee and Acceptance:</u> The Contractor shall guarantee that all plants shall be in a healthy and vigorous condition 1 full year after final acceptance of the Maintenance Bond. Delay in completion of the planting operations, which extends planting into more than 1 planting season, will extend the guarantee period in accordance with the date of acceptance of the Maintenance Bond.

During this 1-year period, guarantee against defects including death, disease, and unsatisfactory growth except for defects resulting from neglect by the Owner. Partial acceptance of plantings will not be permitted unless authorized by the Engineer. Any request for partial acceptance shall be submitted in writing to the Engineer. Plants which, in the opinion of the Engineer, are dead or in an unhealthy condition shall be replaced upon written notice, without cost to the Contract.

The Contractor shall contact the Engineer to arrange for a site inspection 100 working days from the date of final acceptance, and the Engineer shall specify all unsatisfactory plant material to

be replaced at no cost to the Contract. All replacements shall be complete prior to the close of the Project.

ALL dead or diseased materials shall be replaced with plants of the same kind and size as specified in the plant list. The planting procedure shall meet all original requirements.

<u>Method of Measurement:</u> The contract unit price for trees and shrubs shall include furnishing, transporting, and planting trees and shrubs including bracing, wrapping, watering, mulching, security, weeding, replacement of plants when required and all materials, labor, or equipment required to complete this work.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per each for TREES (PER INDIVIDUAL PLANT CODE PAY ITEM), SHRUBS (PER INDIVIDUAL PLANT CODE PAY ITEM) and EVERGREENS (PER INDIVIDUAL PLANT CODE PAY ITEM), WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE, and no additional compensation will be allowed. Refer to material list on planting plans for individual tree and shrub species.

PLANTING PERENNIAL PLANTS

<u>Description:</u> This work shall consist of furnishing, transporting, and planting perennial plants in accordance with Section 254 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer. The work shall include preparing the planting area, planting, watering, weeding, replacement of plants when required, and maintaining perennial areas until the project completion date, including all materials, labor, and equipment required to complete this work. In case of conflict with any part or parts of Specifications, the Special Provisions or Detailed Specifications shall take precedence and shall govern.

<u>Materials:</u> Provide perennial plants and accessories in accordance with Article 1081.02 of the Standard Specifications except as modified herein.

Provide container grown perennial plants for ornamental planting areas as indicated on the plans of the quality, size, genus, species, and variety as shown on the plans in compliance with the "American Standard for Nursery Stock" latest edition.

Approval at place of growth does not preclude inspection and right of rejection at the site. Rejected plants or materials shall be removed immediately from the site and promptly replaced with plants and materials meeting the specified requirements, as determined by the Engineer.

The botanical and common name of all plant materials shown on the drawings and required under this section are in conformance with the approved names given in "Standardized Plant Names" prepared by the American Committee on Horticultural Nomenclature. Names and varieties not included therein shall conform generally with names accepted in the nursery trade. In all cases, botanical names take precedence over common names. Add the following to the end of Article 1081.01(c), Inspection of Plant Material:

All plant materials shall be subject to inspection and approval at the place of growth, and upon delivery for conformity to specification requirements. Approval at the place of growth shall not impair the right of the inspection and rejection upon delivery at the site or during the progress of the work for size and condition of ball, roots, canopy, diseases, insects, and latent defects or injuries. Rejected plants shall be removed immediately from the site. At the pre-construction meeting, the Contractor shall inform the Engineer of his intended sources of plant material. The Contractor shall provide the Engineer 30 calendar days advance notice of the plant material to be inspected. The Engineer will visit these sources with the Contractor to select and identify all woody plants for the project. All trees (deciduous, evergreen) and shrubs will be selected and tagged by the Engineer. The selection of materials by the Engineer shall in no way relieve the Contractor from his/her obligation to provide healthy plants as specified herein.

Before commencing the work, all plant material shall be on order and the Contractor shall examine the site to determine that it is free of conditions that is detrimental to proper and timely completion of the work. Start of work shall indicate acceptance of all the site conditions.

<u>Construction:</u> This work shall be performed in accordance with Section 254 of the Standard Specifications except as modified herein.

Add the following to Article 254.06, Layout of Planting:

The configuration of all plant beds shall be staked or layed out by the Contractor and verified by the Engineer prior to commencing with plant bed preparation.

Add the following to Article 254.07, Planting Procedures:

When planting perennials in bed areas shown on the plans or as directed by the Engineer, the following work shall be performed prior to planting:

- All existing turf shall be cut out 2" below the existing soil line, and disposed of as specified in Article 202.03, or killed using RoundUp at the manufacturer's suggested rate 14 days prior to planting.
- Compost shall be placed on the planting beds to a depth of 2" then tilled into the soil to a depth of 6" to amend the existing topsoil.
- Fertilizer nutrients shall be added and tilled into the soil to a depth of 6" in the following 5:2 ratio:

0	Nitrogen Fertilizer Nutrients	90 lbs./acre
0	Potassium Fertilizer Nutrients	36 lbs./acre

Add the following to Article 254.08, Mulching:

Within 24 hours, the entire perennial plant bed shall be mulched with 2" of fine grade shredded hardwood bark mulch. A mulch sample shall be submitted to the Engineer for approval 72 hours prior to placing. Care shall be taken to place the mulch so as not to smother the plants. Pre-emergent Herbicide shall be used in the perennial beds after the mulch has been properly installed. See specification for Weed Control, Pre-emergent Granular Herbicide.

Trees and shrubs must be installed prior to installation of perennials to establish proper layout and to avoid damage to perennial plantings.

Plant perennial plants equally spaced throughout ornamental planting areas as shown on the plans.

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

<u>Guarantee and Acceptance:</u> The Contractor shall guarantee that all plants shall be in a healthy and vigorous condition after the period of establishment as outlined in Article 254.08. Delay in completion of the planting operations, which extends planting into more than 1 planting season, will extend the guarantee period in accordance with the date of acceptance of the Maintenance Bond.

<u>Method of Measurement:</u> The contract unit price for perennial plants shall include furnishing, transporting, preparing the planting area, planting, watering, mulching, weeding, replacement of plants when required, and maintaining perennial areas until the project completion date, including all materials, labor, and equipment required to complete this work.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per unit (one unit equals 100 plants) for PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT, WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE, and no additional compensation will be allowed. Refer to material list on planting plans for individual perennial plant species.

WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

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

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

<u>Construction:</u> The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules will be applied within 4 days after planting or mulching. If the herbicide is applied 5 days after planting or mulching, it is considered ineffective and shall not be measured and/or paid for.

Apply the granular herbicide using a rotary-type spreader designed to apply granular herbicides or insecticides. Calibrate application equipment prior to use according to manufacturer's

directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 2.3 lbs. /1000 square feet.

<u>Method of Measurement:</u> The contract unit price shall include importing and applying preemergent herbicide in all planting bed areas, including all materials, labor, or equipment required to complete this work.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per pound of WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE, and no additional compensation will be allowed.

SUPPLEMENTAL WATERING

<u>Description:</u> This work will include watering turf, trees, shrubs, and perennial plants at the rates specified and as directed by the Engineer.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 48 hours and must apply a minimum of 10 units of water per day until the watering directed is complete. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the Contractor's expense.

<u>Materials:</u> The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

<u>Construction:</u> The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

- Seeded Areas and Perennial Plants: 3 gallons per square yard.
- Trees: 10 gallons per tree.
- Shrubs: 3 gallons per shrub.

A spray nozzle that does not damage small plants must be used when watering perennial plants or turf. An open hose may be used to water trees and shrubs if mulch and soil are not displaced by watering. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

<u>Method of Measurement:</u> Supplemental watering will be measure in units of 1,000 gallons of water applied as directed.

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

GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING

<u>Experience</u>: The Contractor shall have previous experience with the use of weed control chemicals. He/she shall have had at least one (1) season's experience in the use of their chemicals in spraying highway right-of-way or at least three (3) season's experience in their use in farm or custom spraying. The Contractor shall observe and comply with all sections of the Illinois Custom Spray Law, including licensing.

<u>Equipment</u>: The equipment used shall consist of a vehicle-mounted tank, pump, spray bar and handgun, plus any other accessories needed to complete the specified work. Spraying shall be done through multiple low-pressure flooding or broad jet nozzles mounted on spray bars operated not more than 36" above the ground. If different sizes or types of nozzles are used to make up the spray pattern, the pressure, sizes and capacities shall be adjusted to provide a uniform rate of application for each segment of the spray pattern. Hand spray guns may be used for spraying areas around traffic control devices, lighting standard and similar inaccessible areas. Maximum speed of the spray vehicle during application of chemical shall be five (5) miles per hour.

Pumps used shall have a volume and pressure capacity range sufficient to deliver the mixture at a pressure to provide the required coverage and to keep the spray pattern full and steady without pulsation or excessive pressure as to cause fogging. Maximum pressure for application shall be 15 PSI. Quick acting shut-off valves and spring-loaded ball check valves shall be provided to stop the spray pattern with a minimum of nozzle drip. In areas where the spray vehicle must traverse the right-of-way, a four-wheel drive vehicle with flotation tires will be required to minimize damage to the ground surface.

Prior to beginning work, the Contractor shall obtain approval from the Engineer of the spraying equipment proposed for completing this work. The proposed equipment shall be in an operational condition and available for inspection by the Engineer at least two (2) weeks prior to the proposed starting time. If requested by the Engineer, the Contractor shall demonstrate the calibration of the equipment.

The equipment must provide consistently uniform coverage and keep the spray mixture sufficiently agitated or the work will be suspended until the equipment is repaired or replaced.

<u>Spraying Areas</u>: This work includes roadsides and other types of right-of-way of various widths and gradients. Spray areas often extend more than thirty (30) feet from the edge of the roadway, requiring both spray bar and hand gun applications.

When the description of work requires weed control of a stated species, such as teasel, the chemical shall be applied only to locations where the stated species is present. When the description of work requires general weed control within a bed or area, such as broadleaf weed control in turf, then the chemical shall be applied to the entire bed or area.

<u>Exclusion of Spraying Areas</u>: Areas where weed control spraying is inappropriate or detrimental to the environment, desirable planting, or private property shall be excluded from the spray area.

Spraying will not be permitted over any drainage swales or waterways, or other areas where the chemical label prohibits application. Spraying within 150 feet of a natural area or site where endangered or threatened species occur.

<u>Responsibility for Prevention of Damage to Private Property</u>: The Contractor shall, at all times, exercise extreme caution to prevent damage to residential plantings, flower or vegetable gardens, vegetable crops, farm crops, orchard or desirable plants adjacent to the roadside.

The Contractor or Department receives a complaint, the Contractor shall contact a complaint within ten (10) days after receiving a claim for damages, either in person or by letter. The Contractor, or his authorized representative, shall make a personal contact with the complainant within twenty (20) days. The Engineer shall also be notified by the Contractor of all claims for damage he received and shall keep the Engineer informed as to the progress in arriving at a settlement for such claims.

<u>Communication with the Engineer</u>: The Contractor is required to communicate with the Engineer to receive all required approvals in a timely way and to assure that the Engineer can accurately document the work performed.

It shall be the Contractor's responsibility to assure that all chemical containers are opened and added to the spray mixture in the presence of the Engineer.

The Contractor shall obtain approval from the Engineer to proceed with spraying at each location 24 hours prior to the proposed spray operations.

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

Effective: August 1, 2012

Revised: February 1, 2014

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

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

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

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

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

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

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

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is ONE (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.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

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





Illinois Environmental Protection Agency

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

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663 Revised in accordance with 35 III. Adm. Code 1100, as

amended by PCB R2012-009 (eff. Aug. 27, 2012)

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

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

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name:	Roselle Road Trail Project	Office Pho	one Number, if available: (847) 823-0500
Physical Site Lo	ocation (address, inclduding number and street):		<u></u>
West side of Ro	oselle Rd from approximately 150 feet south of H	lillcrest Blvd to ap	pproximately 900 ft north of W Central Rd
City: Schaumb	urg State: IL	Zip Code: 60173	3/60067
County: Cook	T	ownship: Schau	umburg/Palatine
Lat/Long of app	roximate center of site in decimal degrees (DD.d	ldddd) to five dec	imal places (e.g., 40.67890, -90.12345):
Latitude: 42	.0632696 Longitude: -88.0796492		
(De	ecimal Degrees) (-Decimal Degree	s)	
Identify how t	he lat/long data were determined:		
🗌 GPS [Map Interpolation Photo Interpolation	🗌 Survey [× Other
ISGS Public	Land Survey System. Lat/long above refer to the	approximate cer	nter of the Project Area
IEPA Site Numb	per(s), if assigned: BOL:	BOW:	BOA:
II. Owner/Or	perator Information for Source Site		
	Site Owner		Site Operator
Name:	Village of Schaumburg	Name:	Village of Schaumburg
Street Address:	714 S. Plum Grove Road	Street Address:	714 S. Plum Grove Road
PO Box:		PO Box:	
City:	Schaumburg State: IL	City:	Schaumburg State: IL
Zip Code:	60193 Phone: (847) 823-0500	Zip Code:	60193 Phone: (847) 823-0500
Contact:	David L. Lawry, P.E. Dir. Eng/Public Works	Contact:	David L. Lawry, P.E. Dir. Eng/Public Works
Email, if availabl	le: dlawry@ci.schaumburg.il.us	Email, if availabl	le: dlawry@ci.schaumburg.il.us

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms LPC 663 Rev. 8/2012 Latitude: <u>42.0632696</u> Longitude: -88.0796492

Uncontaminated Site Certification

III. Basis for Certification and Attachments

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

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

A database review was completed in the 2014 H&H PESA and 2017 H&H PESA Update for the entire Project Corridor, which consists of residential and commercial properties. One potentially impacted property (PIP) was identified in connection with the Project Corridor through the database reviews and site visits. Refer to the attachments for additional information.

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]:

Six (6) soil borings were advanced within the Project Corridor on April 21, 2017. Soil samples were collected and analyzed for pesticides, herbicides, total arsenic, and pH. All results achieve the CCDD requirements. Refer to the attachments for additional information.

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

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

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

Company Name:	Huff & Huff, Inc.				
Street Address:	915 Harger Rd Suite 330				
City:	Oak Brook	State:	<u>IL</u>	Zip Code:	60523
Phone:	(630) 684-9100				OFESSIO
Jeremy J. Reynolds, P.G. Printed Name: Licensed Professional E Licensed Professional G	Engineer or Seologist Signature:		6/6/13	7 Date:	JEREMY J. REYNOLDS 196-001170 PE-or L.P.G. Seal

		Office Use ONLY:
		ID#:
		Date:
COOK COUNTY D	EPARTMENT OF	By:
z(📰 👔) TRANSPORTATION	AND HIGHWAYS	Fees:
PERMIT API	PLICATION	
GEORGE W. DUNNE COOK C	OUNTY OFFICE BUILDING	ł
69 WEST WASHINGTON	STREET, ROOM # 2354	
CHICAGO, ILLINOI	\$ 60602	a 1 ('1
PHONE: (312) 603-16/0; FAX: Drint or Type all information requests	(312) 603-9943 <u>hwy.permits@</u>	vill NOT be accorted
Owner:	a. Incomplete applications w	Application Fee: \$100.00
Owner.		Payment Receipt No.
Name: Village of Schaumburg	Margo Killian, Pl	E Civil Engineer
(Legal Name of Company/Owner) Mailing Address: 4744 C Dlum Crows Dd Caba	(Contact Name)	(Title)
Manning Address. 47 14 5 Plum Grove Rd, Scha		
Dhone No. 847-923-6652 Eav. No.	N/A	Emoit mkillian@villageofschaumburg
Flore INO. 047-020-0002 Fax INC	<u></u>	
(Day Tinc)		
Engineer/Architect. (Drimary Firm Assign	ad to propage Civil Engir	peering Dlans)
Engineer/Architect. (Filinary Film Assign	led to prepare Civil Eligi	leering rians)
Name: Cierba Croup Inc	looo	nh D. Attanagage DE
Name. <u>Ciorda Group, inc.</u>	<u>JUSe</u>	Ontact Name)
Mailing Address: 5507 North Cumberland Aven	ue Suite 402: Chicago Illir	nois 60656
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Phone No. 773-355-2045 Fax No.	773-775-4014	Email iattanaseo@ciorba.com
(Day Time)	. <u></u>	
General Contractor: (Contractor assigned	l to oversee all the work re	equested in this permit)
Name. <u>Troject fot yet let.</u> This is a preiminary	Submittal	(Contact Name)
Mailing Address:		()
6		
Phone No. Fax No.).	Email
(Day Time)		
Owner of Existing Water Main: (Requi	ired if proposing water co	nnection)
Name: <u>N/A</u>		
(Local Govt. Agency/Private (Public) Utility Comp	any Name)	(Contact Name)
Mailing Address:		
Phone NoFax No		Email
(Day Time)		
Owner of Existing Sanitary Sewer: (R	equired if proposing sanit	ary connection)
Name: <u>N/A</u>		
(Local Govt. Agency/Private (Public) Utility Comp	any Name)	(Contact Name)
Mailing Address:		
Phone NoFax No)	Email
(Day Time)		

Office Use ONLY:	
ID#:	

Project Location: (Complete all information. Print or type clearly.)

Property address:						
Site City: Village of S	Site City: Village of Schaumburg					
County Route Name(s):	County Route Name(s): Roselle Road (A50); Central Road (A					
Hwy Section #(s): <u>21</u>						
Locations to nearest cross	s street: <u>Roselle Road and Central Road</u>					
Description of Work:	Project is constructing a shared-use path and pedestrian bridge along Roselle Road at Central Road in the Village of Schaumburg. Traffic signal removal and replacement is required.					

Proposed Work: (Check all items that apply within Cook County ROW only)

Entra	nce/Access	<u>Utilities</u> <u>I</u>		Landscaping (Municipal		Roadway Improvements	
	Commercial entrance Temporary const. entrance Existing entrance removal Existing entrance revisions	 Force main /appurtenances Water main/appurtenances Water service/b-box Sanitary sewer/appurtenances 		lv) Parkway/median trees Misc. plantings Grading/restoration		Widening (Left turn lane) Widening (Right turn lane) Dual Left/right turn lane(s)	
	Private entrance Private entrance(Residential Single family) Utility Access Planned Unit Development (PUD)	 Storm sewer/appurchances Sump pump/downspout/ discharge/sewer connection Water/sanitary sewer service disconnection removal 	•	Paths/Walks P.C.C. sidewalk Bike Path			
	c Control/Signage Temporary road closure/detour Daily lane closures Regulatory, informational and/or warning signage Municipal/Homeowner Association entry signs	Utility Companies Only: Cable installation Cable relocation Lane closures Tree trimming Maintenance and repair* Annual One time New Construction		nals/Lighting New traffic signals/loops Signal interconnection Signal modifications/loops Temporary signals Street lighting		scellaneous Pavement open-cut Soil borings/Monitor wells/Pavement Cores Parade/Festival/Race/Event Other: Other:	

* Parkway Excavation, Pavement Cut and/or Lane Closure are not permitted under Maintenance and Repair permit.

I declare that I have prepared or examined this Application and it is true and correct to the best of my knowledge and belief. I agree to perform all permitted work according to and with all provisions of the Ordinances of the COUNTY OF COOK and any/all local, state and federal statutes and/or codes. I realize that the Department of Transportation and Highways is relying on the information that I have provided in this application in the issuance of the Highway Construction Permit and approval of plans and specifications without variations. The permit issued pursuant to this application shall not be construed to permit any construction upon or within said right of way or use thereof in violation of any provision of any Ordinance of COOK COUNTY or to excuse the owner or the owner's successors and assigns from complying therewith.

NOTICE: THIS APPLICATION FORM IS NOT A PERMIT AND IN NO WAY AUTHORIZES THE APPLICANT OR CONTRACTOR TO CONSTRUCT/PERFORM ANY WORK OR HOLD AN EVENT WITHIN THE COUNTY'S RIGHTS-OF-WAY WITHOUT THE ISSUANCE OF COUNTY HIGHWAY PERMIT.

Owner Name:		Date:						
	(PRINT)	(SIGNATURE)						
Applicant Name:			Date:					
	(PRINT)	(SIGNATURE)						
Revised 12-20-12		Page 2 of 2						
	JOIN			FOR ILL	INOIS			
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A Asstration Mountain		ITEMS 1 AND	2 FOR AGEN	CYUSE				
1. Application Number			2 Date	Received				
4 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1								
3, and 4, (SEE SPECIAL INSTRU	JCTIONS) NAME	MAILING ADDRESS	AND TELEPH	ONE NUMBER	RS			
3a. Applicant's Name: Maleyo / Win 12-	- 22-17	3b Co-Applicant/Pr (if needed or if differ	operty Owner Nent from application	Name ant):	4 Authorized A	gent (an agent	is not req	juired):
ر Company Name (if any) : Village of Schaumburg		Company Name (if	any)		Company Name Ciorba Group, Ir	: (if any): ic.		
Address:		Address:		6	Address:			
101 Schaumburg Cour Schaumburg, IL 60193	t				5507 N Cu Chicago, III 60656	mberland <i>i</i> inois	Ave.	
Email Address:		Email Address			Email Address: jxi@ciorba.com			
Applicant's Phone Nos_w/area co	de	Applicant's Phone N	os. w/area cod	e	Agent's Phone	Nos_w/area co	de	
Business:		Business:			Business: 773	3-355-2946		
Residence:		Residence:			Residence:			
Cell:		Cell:			Cell:			
Fax:		Fax:			Fax: 773-775-	-4014		
Applicant's S 5. ADJOINING PROPERTY C Name a. b. c. d. 6. PROJECT TITLE: FAP 364 (Roselle Rd) FAU 7. PROJECT LOCATION: Along Roselle Road, Between W. Hillor	a in support of this ignature WNERS (Upstr Mailing Ac J 1102 (Hillcro est Blvd and north s	s permit application ream and Downstrea ddress est Blvd.) to FAU side of Central Rd.	am of the wate	er body and v ral Road) F	Pate vithin Visual Rea P Pedestrian Brid	ach of Project hone No_w/a dge and Sha) rea code ared Us	sed Path
LATITUDE: 42 06805		°N	OTIVIS					
LONGITUDE: 88.07866		°W	Northing: 46	57895 0763				
STREET, ROAD, OR OTHER DESCRIPTIVE LOCATION		LEGAL	QUARTER	SECTION	TOWNSHIP	P NO.	RANGE	
			DESCRIPT	3rd	1	41N		10E
IN OR ☐ NEAR CITY OF Municipality Name VILLAGE OF SCHAUM	TOWN (check a	appropriate box)	SALT CR		^{RWAY} BUTARY D		RIVER (if appli	MILE cable)
COUNTY	STATE	ZIP CODE						
COOK	IL	60194						
	II. Denk of No.	tural Deservation				— •		~

Corps of Engineers

IL Dep't of Natural Resources

IL Environmental Protection Agency

Applicant's Copy

8 PROJECT DESCRIPTION (Include all features):	
The village of Schaumburg plans to install a proposed bridge over Central Road and Salt Creek Tributary D. Road between Hillcrest Boulevard and just north of Ce crosses over Central Road	Roselle Road shared-use path and pedestrian The project is located along the west side of Roselle ntral Road. The crossing will be a bridge which
A proposed bridge will cross Central Road and Salt Cr	eek Tributan, D, and the Shared-Use nath is
parallel to Salt Creek Tributary D floodway. There are limits. However, since the bridge is crossing over the fl	no actual construction activities within the floodway oodway, an IDNR-OWR permit is required.
9. PURPOSE AND NEED OF PROJECT	
To provide pedestrian path crossing I-90 and Central	Road.
COMPLETE THE FOLLOWING FOUR BLOCKS IF DREDO	GED AND/OR FILL MATERIAL IS TO BE DISCHARGED
10. REASON(S) FOR DISCHARGE:	
N/A	
11. TYPE(S) OF MATERIAL BEING DISCHARGED AND THE AMOUNT OF E TYPE:	ACH TYPE IN CUBIC YARDS FOR WATERWAYS:
AMOUNT IN CUBIC YARDS:	
12. SURFACE AREA IN ACRES OF WEILANDS OR OTHER WATERS FILLE	(See instructions)
	(See instructions)
14. Date activity is proposed to commence D	ate activity is expected to be completed
15, Is any portion of the activity for which authorization is Yes N sought now complete? Month and Year the activity was	NOTE: If answer is "YES" give reasons in the Project Description and Remarks section. Indicate the existing work on drawings.
completed	storatoto, etato, er local agoneico for structureo, construction, discharges er
other activities described in this application.	iterstate, state, or local agencies for structures, construction, discharges of
Issuing Agency Type of Approval Identification No.	Date of Application Date of Approval Date of Denial
17. CONSENT TO ENTER PROPERTY LISTED IN PART 7 ABOVE IS HEREI	
18. APPLICATION VERIFICATION (SEE SPECIAL INSTRUCTIONS)	
Application is hereby made for the activities described herein. I certify that I am best of my knowledge and belief, such information is true, complete, and accura activities	familiar with the information contained in the application, and that to the ate. I further certify that I possess the authority to undertake the proposed
11/des Illen	12-22-17
Signatule of Applicant or Authorized Agent	Date
Signature of Applicant or Authorized Agent	Date
Signature of Applicant or Authorized Agent	Date
Corps of Engineers II Dep't of Natural Resources	IL Environmental Protection Applicant's Copy
Revised 2010	Agency

SEE INSTRUCTIONS FOR ADDRESS



Storm Water Pollution Prevention Plan



Route	Marked Route	Section
Roselle Road	FAP 364	14-00113-00-BT
Project Number	County	Contract Number
U2M9(501)	Cook	61E68

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

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

Print Name	Title	Agency
David Lawry	Director of Engineering	Village of Schaumburg
Signature		Date
A		02/16/2018

I. Site Description

A. Provide a description of the project location (include latitude and longitude):

The Village of Schaumburg is constructing a shared use path along the West side of Roselle Road, crossing over Central Road, and connecting into the existing bike trail. The project is located in 3 Sections:

Section 10, Township 41 North, Range 10 East;

Section 3, Township 41 North, Range 10 East; and

SE quadrant of Section 33, Township 42 North, Range 10 East

The project coordinates are approximately 42.0287671N Latitude, 88.0883836W Longitude.

B. Provide a description of the construction activity which is subject of this plan:

-Proposed shared use path

-Pedestrian Bridge over Central Road

-Pavement marking and Signage

-Temporary and Permanent Erosion and Sediment Control

-Ditch Grading and Storm Sewer

C. Provide the estimated duration of this project: 4 months

D. The total area of the construction site is estimated to be 5.83 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 5.83 acres.

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

0.49

- F. List all soils found within project boundaries. Include map unit name, slope information and erosivity:
 - 232A Ashkum silty clay loam, 0 to 2 percent slopes
 - 531B Markham silt loam, 2 to 4 percent slopes
 - 805B Orthents, clayey, undulating

3107A - Sawmill silty clay loam, heavy till plain, 0 to 2 percent slopes, frequently flooded

G. Provide an aerial extent of wetland acreage at the site:

See exhibit A for wetland area

H. Provide a description of potentially erosive areas associated with this project:

Storm Sewer outfall areas, WOUS areas under bridge

- 1. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of scopes, etc.):
 - Installation of erosion and sediment controls: Located along ditches and construction limits.
 - Clearance: Removal of trees, brush surface vegetation and root mat as needed
 - Earthwork, Shared Use Path: Topsoil stripping, excavation, earthwork, bike path construction.
 - Removal of temporary erosion and sediment control measures: Located along ditches and creek.
- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent off site sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Village of Schaumburg

- L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.
 N/A
- M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

Cook County Culvert under Roselle Road (Salt Creek Tributary D); eventually reaching Salt Creek

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

All wetland, WOUS, and floodplain area are to remain protected and fenced off with erosion control barrier.

All established vegetation that are not immediately conflicting with the construction of the bike path will be undisturbed or protected.

Steep slopes are protected with temporary seeding, temporary and permanent erosion control blanket, and roadside or native grass permanent seeding.

Culvert ends are protected with rip rap.

- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
 - Floodplain
 - Wetland Riparian
 - Threatened and Endangered Species
 - Historic Preservation
 - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
 - Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity, or siltation
 - Applicable Federal, Tribal, State or Local Programs
 - Other
 - 1. 303(d) Listed receiving waters (fill out this section if checked above):

N/A

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

N/A

b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

N/A

- c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
 N/A
- d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:
- 2. TMDL (fill out this section if checked above)
 - a. The name(s) of the listed water body:

N/A

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

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

II. Controls

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

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

The following stabilization practices will be used for this project:

Preservation of Mature Vegetation	Erosion Control Blanket / Mulching
Vegetated Buffer Strips	⊠ Sodding
Protection of Trees	Geotextiles
☑ Temporary Erosion Control Seeding	Other (specify)
Temporary Turf (Seeding, Class 7)	Other (specify)
Temporary Mulching	Other (specify)
Permanent Seeding	Other (specify)

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

- Temporary stabilization with temporary erosion control seeding and temporary seeding will be used to stabilize construction areas where construction activity is delayed more than 14 days.

- Permanent stabilization with seeding and heavy duty erosion control blanket will be used in areas disturbed during construction.

- Dust control will be used when necessary.

- When slopes are finished to final grade they will be stabilized with the permanent vegetation plan

-Tree protection and minimal adverse vegetation project requirements to protect mature vegetation near the construction areas.

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

- Erosion control blanket will continue to stabilize slopes while the permanent seeding matures.

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

The following stabilization practices will be used for this project:

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

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

- Silt fence will be used along segments of the construction limits to filter any sheet flow leaving the project site.

 Stripping of existing vegetation and topsoil and all grading operations will be conducted in a manner that limits the amount of exposed area at any one time.

- Temporary Ditch Checks will be constructed and maintained during construction for the containment of sediment.

-Stabilized construction entrances will be used to complete bridge piers and path construction.

- Storm inlets protection will be installed during construction to prevent sediments getting into sewer system.

Describe how the structural practices listed above will be utilized after construction activities have been completed: - Rip rap will provide long-term erosion control throughout project.

D. Treatment Chemicals

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

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

E. **Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water act.

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

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

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

Description of permanent storm water management controls:

 Open vegetated swales will be utilized for storm water conveyance and sedimentation removal.
 Graded areas will be seeded and covered with erosion control blanket. Erosion control blanket will be placed as a permanent stabilization practice at locations as shown in the plans in order to establish permanent vegetation.

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

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

This project is subject to the requirements of the Cook County Stormwater Management Plan (CCSMP) as adopted on February 15, 2007 and all subsequent amendments.

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

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

III. Maintenance

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

The Contractor will assign an Erosion and Sediment Control Manager (ESCM) to the project. This person is required to have taken an approved sediment and erosion control training course. His duties will be to supervise the maintenance of Erosion & Sediment Control measures and implementation of this plan.

Sediment traps shall be cleaned of sediment when they reach a depth of being half full of sediment. Within 24 hours after every storm event with precipitation of 0.5" or greater, all rectangular inlet protection devices, ditch checks, and silt fences shall be checked for sediment, and if sediment reaches a height of 50% of the device, the device shall be cleaned of sediment. Temporary and permanent seeding and planting will be repaired when inspection identifies bare spots and washouts that required corrective action.

IV. Inspections

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

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

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

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

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

Additional Inspections Required:

V. Failure to Comply

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





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

Route	Marked Route	Section
Roselle Road	FAP 364	14-00113-00-BT
Project Number	County	Contract Number
U2M9(501)	Cook	61E68

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

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

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

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



DEPARTMENT OF THE ARMY

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

REPLY TO ATTENTION OF:

January 8, 2018

Technical Services Division Regulatory Branch LRC-2017-01018

SUBJECT: Letter of No Objection for the Construction of a Pedestrian Bridge and Shared-Use Path along Roselle Road between Hillcrest Boulevard and Central Road in Schaumburg, Cook County, Illinois (Latitude 42.06805, Longitude -88.07866)

Margo Killian Village of Schaumburg 101 Schaumburg Court Schaumburg, Illinois 60193

Dear Ms. Killian:

This is in response to your December 22, 2017 request that the U.S. Army Corps of Engineers issue a letter of no objection for the above-referenced activity. The subject project has been assigned number LRC-2017-01018. Please reference this number in all future correspondence concerning this project.

Following a review of the information you furnished to this office and assuming your project is conducted only as set forth in the information provided, this office has determined that the subject property does not require a Department of the Army (DA) permit to complete the proposed work. Please be aware that any unpermitted discharge into an area within the jurisdiction of this office may result in civil or criminal enforcement under the Clean Water Act, 33 U.S.C. Sec. 1319.

This determination is valid for a period of 5 years from the date of this letter and covers only your project as depicted in the plans titled, "FAP 364 (Roselle Road) – FAU 1102 (Hillcrest Boulevard) to FAU 1299 (Central Road) – Pedestrian Bridge and Shared Use Path – Section 14-00113-00-BT – Project No. M-4003(679) – Village of Schaumburg – Cook County – C-91-211-16" dated November 17, 2017, prepared by Ciorba Group, Inc. Soil erosion and sediment controls (SESC) measures should be implemented at the project site and properly maintained throughout construction of the project. Proper installation and regular maintenance of SESC measures will prevent construction materials from entering downstream locations.

It is your responsibility to obtain any required state, county, or local approvals for impacts to wetland areas not under the Department of the Army jurisdiction. For projects located in unincorporated and unauthorized municipalities in Cook County, please contact the Metropolitan Water Reclamation District of Greater Chicago at (312) 751-3247. For projects in incorporated areas of Cook County, contact the authorized municipality for information related to the Watershed Management Ordinance.

This determination is based only on the proposed activity and is not an approved jurisdiction determination for the subject parcel. If you wish to receive an approved jurisdiction determination or have any questions, please contact Mr. Soren Hall of my staff by telephone at (312) 846-5532 or email at Soren.G.Hall@usace.army.mil.

Sincerely,

Digitally signed by CHERNICH.K 5616 ATHLEEN.G. 1230365616 DN: c=U5, o=U.S. Government, ou=DoD, ou=PK, ou=USA, c=CHERNICHKATHLEEN.G.12 1230365616 Date: 2018.01.08 16:54:10 Kathleen G. Chernich Chief, East Section Regulatory Branch

Copy Furnished:

Ciorba Group (Jason Xi)

STATE OF
Department of Transportation
Division of Highways 2300 South Dirksen Parkway Springfield, IL 62764
REGULATED FLOODWAY CONSTRUCTION PERMIT RIVERS, LAKES AND STREAMS ACT "615 ILCS 5"
PERMISSION IS HEREBY GRANTED TO: Village of Schaumburg 101 Schaumburg Court Schaumburg, IL 60193-4329
Roselle Road Culvert across the Salt Creek Tributary D. Pedestrian Bridge will consist of a Concrete Deck on Steel Plate Girders Structure Type and will have a Span Length of 150"- 0" and Structure Length Back to Back Abutment of 750'-0". The project is located Section 33, Township 42 North, Range 10 East of the 3 rd Prime Meridian, Cook County, as part of Section Number 14-00113-00-BT.
IN ACCORDANCE WITH THE Application and Plan DATED June 15, 2015 AND MADE A PART HEREOF, AND SUBJECT TO THE TERMS SHOWN ON THE BACK HEREOF AND THE SPECIAL CONDITIONS ATTACHED
HERETO AS EXHIBIT.
EXAMINED AND APPROVED AND A Quigley port 2/4/18
REGIONAL ENGINEER/CENTRAL BUREAU CHIEF DATE

Municipality Village of Schaumburg County Cook Road District IDOT District 1 Other Agency	Illinois Department of Transportation Preliminary Bridge Design and Hydraulic Report STU STR Enhand	Route Roselle Road Stream Salt Creek Trib D Ex. St. No. N/A Pr. St. No. SN 016-3301 Prepared by Dawn Cosentino Agency/Firm Primera Engineers Date .06/15/2015
□ TBP [Sufficiency Rating <u>N/A</u> Functionally Obsolete □ Yes ⊠ No Structurally Deficient □ Yes ⊠ No	☐ MFT ☐ Non-MFT ☐ Other Existing clear span length <u>N/A</u>	(Range <u>10 E 3rd, PM_</u>
Construction Information Prop	osed Letting Date 04/2017	
Shop Plan Review by 🛛 Local Age Fabrication Inspection by 🖾 Local Age	ncy Consultant State ncy Consultant State	
Approach Roadway Information		
Surface Type:ExistingN/ASurface Width:ExistingN/AShldr to Shldr Width:ExistingN/AElevation of Low Point:ExistingN/AProposed Side SlopesN/ARoadway Functional ClassificationPeeDHVN/ACurrent ADT% TrucksN/ADesign Speed3R Design Guidelines UsedYes	Proposed Concrete Proposed 12' Proposed 12' Proposed 770.17 destrian Bridge	NCT UCOTION ROCCT UCOTION ROCCT ROCCT UCOTION ROCCT
Proposed Structure Information		
Type of Structure Proposed ⊠ Bridge Vehicle Design Loading H-10 Superstructure Type Concrete Deck of Structure Length Back to Back Abutment Clear Roadway Width Clear Roadway Width 12 Wearing Surface Type Concrete Deck Deicing Agents Used ☐ Yes Embankment Slope Under Bridge Earth	ge Culvert Girders on Steel Plate Girders s 750 Span Length 150 Rail Type R-33 Crash T Wearing Surface Tl hen Proposed Skew Angle 0.0	as" Bridge ⊠ Pedestrian/Bicycle Design Loading <u>90 psf</u>
Pier Type Hammerhead	Abutment TypeMSE	Wall
Borings By Rubino Engineering, Inc	Expected Submitta	Date for Borings 1/23/15 & 6/15/2015
Hydraulic Data	N/A Prop Br Cr El	777.08 @ Sto 41+00
Exist. Low Beam Elev. N/A	Proposed Low Be	eam Elev. 766.00
Exist. Freeboard N/A Drainage Area 2.3 sq. miles Crossing Located within a Mapped Nation Crossing Located within a Northeast Reg Crossing Located over designated "Publi Design Flood Data	Proposed Freeboard <u>16</u> Crossing Location Rural nal Flood Insurance Program Area ⊠ jion (District #1) FEMA Mapped Floodway c Bodies of Water" ☐ Yes ⊠ No	_ Streambed Elev. <u>745.8</u> ⊠ Urban] Yes □ No (Map No. <u>0179J</u> ⊠ Yes □ No
Design Flood Frequency 50	Design Discharge 210	Design High Water Elev. 751.36
Exist. Br. Opening Prop. Br. Opening 100 Year Flood Data 100 Year Discharge 268	Exist. Over-the-Road N/A Prop. Over-the-Road N/A 100 Year High Water Elev. 751	43
Exist. Br. Opening N/A E	Exist. Over-the-Road <u>N/A</u>	Exist. Created Head N/A
Prop. Br. Opening 160 sq. ft.	Prop. Over-the-Road N/A	Prop. Created Head 0.00'
Page 1 of 2		PLD 10210 (Day 11/06)

If proposed structure and over-the-road area will not carry entire flow, state kind and area of additional waterway Proposed structure will pass the 100-year strom event without overtopping of the roadway

Type of Streambed soil Silty Clay loam Will drift or ice permit pier in channel ? Yes No Has scour occurred at or near existing structure ? Yes Yes No; If yes, reason for scour
Comments on hydraulic adequacy of existing structure This is a new pedestrian bridge located between the Central Avenue Culvert and Roselle Road culvert across Salt Creek Tributary D. There is no existing structure at this location.
Has the existing structure been the cause of demonstrable flood damage to adjacent property? Yes No If yes, describe damage
Comments on the hydraulic adequacy of upstroom and downstroom structures and their comparable relationship to the
proposed structure <u>The downstream structure at Roselle Road is to be replaced as part of the I-90m Interchange</u> project and will be hydraulically adequate. The Central Road culvert appears to be hydraulically adequate
based on the FEMA FIRM and Flood Profile data
Will houses, places of business or valuable property be affected by backwater from the proposed bridge? Yes No If yes, describe property and effect of backwater
Is any channel excavation beyond that required to construct the substructure required in the channel? Yes X No If yes, describe extent of channel excavation
Will a channel realignment be required? ☐ Yes ⊠ No (If yes, attach Channel Change Sketch) Are stream flow data (gaging station or flood study) available for the stream at or near the proposed site? ☐ Yes ⊠ No (If yes, attach an analysis of the stream flow data) Provide information regarding high water from other streams, reservoirs, flood control projects, proposed channel changes, strip mine areas or other controls affecting the hydraulic or hydrologic properties of the crossing site
The hydraulic report associated with the Roselle Road replacement has been provided as an attachment for this project.
Scour Analysis Was a HEC-18 scour analysis performed? ⊠ Yes □ No Were all substructure units being utilized evaluated to consider the effect of anticipated scour? ⊠ Yes □ No Will scour protection or corrective actions be required? ⊠ Yes □ No If yes, describe protection or corrective actions.
Piers will be designed below a scour depth of 4.1 feet
 Attachments (Check those items below that are included.) Reproduction of applicable portion of USGS quadrangle showing locations of proposed bridge and properties affected by backwater caused by the proposed structure Cross sections as required by WSPRO including floodplain above high water elevation Streambed profile
 Profile of existing and proposed roadway across floodplain Hydraulic calculations Joint Application Form for construction permit submittals (Joint Form NCR-426) Waterway sketch
 Channel change sketch Applicable certification(s) Boring data
☑ Scour analysis/evaluation ☐ Other



Permit Summary for Floodway Construction in Northeast Illinois

Applicant Agency:	Village of Schaumburg	County:	Cook	
Route:	FAP 364	Stream:	Salt Creek Tributary D	
Section:	14-00113-00-BT	SN:	SN 016-3301	· · · ·

General Description (bridge length, bridge width, number of spans, abutment type, proposed scope of work within floodway, etc.): The Village of Schaumburg is proposing the extension of a multiuse path along Roselle Road connecting the Schaumburg Trail network with the Paul Douglas Trail. Existing Facility: None

Proposed Improvement: This project proposes the construction of a five (5) span 750' Pedestrian Bridge over Central Avenue and Salt Creek Tributary D. The proposed structure profile is located outside and above the 100-year floodplain elevation. There are no floodway encroachments associated with the construction of the deck, abutments or piers. No compensatory storage has been proposed.

1.	Is the proposed work classified as repairs such as deck replacement, pavement resurfacing, or the armoring or filling of a scour hole?	🗋 Yes 🖾 No
2.	Does the proposed work only consist of modifications to the existing structure which will occur above the regulatory 100-year flood profile?	🗌 Yes 🛛 No
Not	te: If the answer to question 1 or 2 is yes, no permit is required and questions 3 through 12 may be omitted.	
3.	Does the proposed work below the regulatory 100-year flood profile consist of widening of the existing structure by 12 feet or less?	🗌 Yes 🖾 No
Not	te: If yes, Regional Permit No. 2 applies and questions 4 through 9 may be omitted.	
4.	Is the proposed improvement, including the approach roadway, more restrictive to normal and flood flows than the existing structure?	🗆 Yes 🛛 No
5.	Is a Channel Modification proposed?	🗆 Yes 🖾 No
6.	Are there any buildings or structures located upstream in the 100- year floodplain within the influence of the structure backwater?	🗌 Yes 🖾 No
	6a. If no, does the backwater of the proposed improvement exceed the backwater of the existing structure by more than 0.1 foot?	🗌 Yes 🛛 No
	6b. If yes, does the proposed backwater exceed the natural high water elevation by more than 0.1 foot?	🗌 Yes 🔲 No
7.	Are transitions required for this project?	🗌 Yes 🖾 No
8.	Is the flood profile at the project site impacted by backwater from a downstream receiving stream?	🗆 Yes 🛛 No

If yes, list frequency of starting elevation for analysis:

9.	Is backwater from a downstream structure affecting the flood profile at the project site?	🖾 Yes 🔲 No
	9a. Was the existing downstream structure used in the analysis for determining flood profile at the project site? years? (Attach documentation)	🛛 Yes 🔲 No
	9b. Is the downstream structure scheduled for improvement in the next 5	🛛 Yes 🔲 No
	9c. Was the proposed downstream improvement used in the analysis?	🛛 Yes 🔲 No
10.	Is a floodway map change required due to the proposed project?	🗌 Yes 🛛 No
1 1.	Will fill or material be placed in the floodway due to the proposed work?	🗌 Yes 🖾 No
	11a. If yes, is compensatory storage provided at the project location? (Attach a copy of completed Attachment A)	🗌 Yes 🔲 No
	11b. If the answer to 11a is no, is compensatory storage provided at another location? If yes, give location and attach a copy of completed Attachment A.	🗌 Yes 🔲 No
	11c. Has compensatory storage relief been granted? (Attach Documentation)	🗌 Yes 🔲 No
12.	Coordination based on Memorandum of Agreement has occurred with Agency(ies) (Attach documentation):.	🗌 Yes 🛛 No

All engineering analysis has been performed by me or under my direct supervision.

Signature:	Dawn Cosentino	IL/P.E. #:	062-053978
Date:	June 15, 2015	P.E. Expiration Date:	11/30/2015
FOR DEPART	MENTAL USE ONLY		

Is a permit required for this project?	Yes	🗆 No	
If yes, specify type of permit:	Floodway,	Regional 1,	Regional 2

Permit Summary (Attachment A - Compensatory Storage)

Part of Permit Summary	art of Permit Summary for Floodway Construction in Northeast Illinois:					
🛛 Phase I (Pr	eliminary)	Phase	II (Final)			
Applicant Agency: Village of Schaumburg County: Cook						
Route: FAP 364		Stream:	Salt Creek Tributary D			
Section: 14-00113-00-BT		SN:	SN 016-3301			

Provide the following information for Item 11:

a.	Flood	d Water Elevations (Natural):	100-year 751.6_ft. Normal 746.8 ft.	10-year 750.2 ft.
b.	Dete	rmine the amount of fill or material be	ing placed in the floodway:	
	1.	Between the 100-year and 10-year	flood elevation 0.00 cu. yds.	
	2.	Between the 10-year and normal wa	ater elevation 0.00 cu. yds.	
 Determine the volume being provided to compensate for above item b: (i.e. from structures removal, excavation, etc.) 				
	1.	Between the 100-year and 10-year	flood elevation 0.00 cu. yds.	
	2.	Between the 10-year and normal w	ater elevation 0.00 cu. yds.	
d.	Mark show	on the exhibits the location and amo the location of floodway and floodpla	unt of compensatory storage to in boundaries. (Include a set of	be excavated. Also f plans and cross sections)
Atta	ach copy o	of calculations and Exhibit(s) reflecting	g the above finding.	
All	engineerii	ng analysis has been performed by m	e or under my direct supervisior	1.

Signature:	Dawn Cosentino	IL/P.E. #:	062-053978
Date:	June 15, 2015	P.E. Expiration Date:	11/30/2015

WATERSHED MANAGEMENT PERMIT METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO 111 EAST ERIE, CHICAGO, ILLINOIS, 60611

Watershed Management Permit No

-00

www.mwrd.org

INSTRUCTIONS FOR COMPLETING PERMIT FORM: Submit two original signed copies of this permit application (nine pages) and any required WMO schedules listed below; do not leave any blank spaces; use "X" for checking applicable information. Also submit two copies of location map and plans. Address all correspondence to the Local Sewer Systems Section; for any inquiries or assistance, telephone (312) 751-3255.

NAME AND LOCATION:

Name of Project (as shown on plans): Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path Location of Project (street address or with respect to two major streets): Along Roselle Road, Between W. Hillcrest Blvd and north side of Central Rd.

N	Aunicipality (Township, if unincorporated) Village of Schaumburg		
S	Section 1, Township 41, N, Range 10	E	
F	PIN (include all PINs for project, use additional sheets if more than tw	wo):;	
(Check type of sewer area for project:	E Separate Sewer Area	
	Project Information (Required in all cases)	WMO Schedule A	(Page 5 of 25
	Sewer Summary (Required in all cases)	WMO Schedule B	(Page 6 of 9)
	Sewer Connections (Required in all cases)	WMO Schedule C	(Page 7 of 9) 6
	Detention & Stormwater Management Facilities (WMO)	WMO Schedule D	(3 Pages)
	Detention & Stormwater Management Facilities (Legacy)	WMO Schedule D _{Legacy}	(4 Pages)
	Lift Station and/or Force Main	WMO Schedule E	(2 Pages)
	Characteristics of Waste Discharge	WMO Schedule F	(2 Pages)
	Treatment or Pretreatment Facilities	WMO Schedule G	(2 Pages)
	Hazard Areas (Floodplain / Floodway /Riparian Areas)	WMO Schedule H	(2 Pages)
	Affidavit Relative to Compliance with Article 7	WMO Schedule J	(1 Page)
	Affidavit of Disclosure of Property Interest (Required in all cases)	WMO Schedule K	(2 Pages)
	Notice of Requirements for Storm Water Detention	WMO Schedule L	(2 Pages)
	Current Survey of Property Interests (Required in all cases)	Exhibit A	
	Outfall, Direct Connection, District Owned or Leased Property	WMO Schedule O	(1 Page)
	Soil Erosion and Sediment Control	WMO Schedule P	(2 Pages)
	Recording and Maintenance	WMO Schedule R	(2 Pages)
	Recording Exhibit	Exhibit R	
	Wetlands and Wetland Buffer Areas	WMO Schedule W	(2 Pages)
Ref	er to Table 1 of § 201 of Article 2 of Watershed Management Ordinance for applicable	Permitting Authority.	

OTHER DOCUMENTS: Indicate title, number of pages and originator_

NOTE: ATTA	CH FEE PAYMENT VOU	CHER AND PAYMENT IF A	APPLICABLE
DISTRICT U Application re	SE ONLY AN 2018 ceived:	WMO Permit issued:	WRP: EGAN
Issued by:	DISTRICT	Authorized Municipalit	У
	1	Page 1 of 0	APPROVED
		Page 1 01 9	1/13
		152	1012 MAR 2018

GENERAL CONDITIONS OF THE PERMIT

- 1. **Definitions.** The definitions of Appendix A of the Watershed Management Ordinance are incorporated into this Watershed Management Permit by reference. Additionally, the following words and phrases shall be defined as follows:
 - a) Building and Occupancy Permit. Building and Occupancy Permit issued by the Municipality.
 - b) Design Engineer. A Professional Engineer who prepares plans and specifications for the project, and signs the Watershed Management Permit Application.
 - c) Inspection Engineer. A Professional Engineer who inspects the development to ensure compliance with the design plans, specifications, a Watershed Management Permit, and the Watershed Management Ordinance.
 - d) Permit. Watershed Management Permit.
 - e) General Conditions. General Conditions contained in a Watershed Management Permit.
 - f) Special Conditions. Special conditions of this Watershed Management Permit.
- 2. Adequacy of Design. The schedules, plans, specifications and all other data and documents submitted for this Permit are made a part hereof. The Permit shall not relieve the Design Engineer of the sole responsibility for the adequacy of the design. The issuance of this Permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.
- 3. Joint Construction and Operation Permits. Unless otherwise stated by the Special Conditions, the issuance of this Permit shall be a joint construction and operation permit, provided that the Permittee or Co-Permittee has complied with all General and Special Conditions.
- 4. Allowable **Discharges.** Discharges into the Sanitary Sewer system constructed under this Permit shall consist of sanitary Sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this Permit. Stormwater shall not be permitted to enter the Sanitary Sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the Sanitary Sewer system.
- 5. Construction Inspection. All erosion and sediment control facilities, Stormwater Facilities, Detention Facilities, and Qualified Sewer Construction shall be inspected and approved by an Inspection Engineer acting on behalf of the Permittee or the Owner of the

project, or by a duly authorized and competent representative of the Inspection Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.

- 6. Maintenance. Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, Sanitary Sewer lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the Permittee, the Co-Permittee, the property served, the Owner and the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property, unless the District has authorized assignment of the permit.
- Indemnification. Permittee shall 7. The he solely responsible for and shall defend, indemnify and hold harmless the Metropolitan Water Reclamation District of Greater Chicago ("District", "MWRD", or "MWRDGC") and its Commissioners, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District and its Commissioners, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the District and its Commissioners, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless an Authorized Municipality and its elected officials, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Authorized Municipality and its elected officials, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to and hold harmless the indemnify Authorized Municipality and its elected officials, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

-1

8. Sewer Construction by District. Permittee understands and acknowledges that the District has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this Permit is issued, and that by the District constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this Permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

Therefore, by accepting this Permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the District and its Commissioners, officers, employees, servants, and agents of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the District and its Commissioners, officers, employees, servants, and agents for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the District of sewer service facilities in the service area contemplated by this Permit, the rendering of such services, which District facilities and services decrease the value of the facilities constructed by the Permittee under this Permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under 70 ILCS 2605/19; the taking of private property for public use without due compensation: the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.

- 9. Third Parties. Regarding Qualified Sewer Construction, this Permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the District or of any other parties, (b) to construct outside of the territorial boundaries of the District except as allowed under an extraterritorial service agreement, (c) to construct or encroach upon the territorial boundaries of any units of local government within the District, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.
- 10. Costs. It is expressly stipulated and clearly understood that the Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, or facilities for which the Permit is issued shall be constructed, operated and maintained at no cost to the District.
- 11. Other Sewer Construction. The District reserves

the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to a District interceptor and/or in public right-of-ways of District easements, and to introduce additional Sewage flow through this connection into the intercepting sewer of said District.

18-005

- 12. Change of Use. This Permit shall be incorporated in the Building and Occupancy Permit for the Building or Buildings served under this Permit. The Owner or occupant of any Building served under this Permit shall not cause, or permit, a change of use of the Building to a use other than that indicated in this Permit without first having obtained a written permission from the Executive Director of the District.
- 13. Interceptors Overloading. The District hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
- 14. Transferability. This Permit may not be assigned or transferred without the written consent of the Executive Director of the District or Enforcement Officer of an Authorized Municipality. However, a Sole Permittee may be required to assign or transfer the Permit when divesting itself of ownership to a third-party and should notify the District prior to such divestment so that the District may determine whether assignment to the new owner is necessary.
- 15. Termination. The District has the right to enforce or revoke a Permit issued by either the District or an Authorized Municipality as outlined in Article 12 of the Watershed Management Ordinance.

It is understood and agreed that in the event the Permittee shall default on or fail to perform and carryout any of the covenants, conditions or provisions of this Permit and such default or violation shall continue for sixty (60) days after receipt of notice thereof in writing given by the Executive Director of the District, then it shall be lawful for the District at or after the expiration of said sixty (60) days to declare said Permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this Permit. If the Permittee fails to do so, the District shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the District for said disconnection.

16. Rights and Remedies. The various rights and remedies of the District contained in this Permit shall

be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the District to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the District to pursue any other rights or remedies provided under the terms and provisions of this Permit or under any applicable rules, regulations, ordinances or laws.

- 17. Expiration. This Permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired Permit is deemed construction without a Permit. All construction under this Permit shall be completed within two (2) years after start of construction. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one (1) year period indicated will be considered from the date of final court action.
- 18. Revocation. In issuing this Permit, the District or Authorized Municipality has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this Permit, and all the rights of the Permittee hereunder shall immediately become null and void.
- 19. Advance Notice. The Permittee shall give the District or Authorized Municipality advance notice of at least two working days prior to the following: mobilization and installation of Erosion and Sediment Control Practices; commencement of construction; excavation for Qualified Sewer Construction; Major Stormwater Systems and Detention Facilities under this Permit; and completion of construction. When advance notice is given, the Permittee shall provide the Permit number, municipality and location.
- 20. Compliance with Plans and Specifications. All construction shall be in accordance with the plans and specifications submitted for this Permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or Permit requirements shall be permitted unless revised plans have been submitted to, and approved by the District or Authorized Municipality. The Permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the jobsite at all times during construction and until final inspection and approval by the District or Authorized Municipality.
- 21. Testing and Approval. All construction under this Permit shall be subject to inspection, testing and approval by the District. All testing shall be made, or caused to be made, by the Permittee at no cost to the

18-005 District and in the presence of the District representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the District. No sewer or other facilities shall be put in service until all the conditions of the Permit have been satisfactorily met.

- 22. Record Drawings. Before final inspection and approval by the District or an Authorized Municipality, the Permittee shall furnish, or cause to be furnished to the District or an Authorized Municipality, a set of Record drawings and Schedule R for the site stormwater plan, Detention Facilities, Stormwater Facilities, and Qualified Sewer Construction, or a statement that the project was constructed in accordance with the original plans and specifications.
- 23. Compliance with Rules and Regulations. The Permittee hereby expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this Permit shall not constitute a waiver of any applicable requirements.
- 24. Severability. The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit, is held invalid, the remaining provisions of this Permit shall continue in full force and effect.
- 25. **Property Rights.** This Permit does not convey any property rights of any sort, or any exclusive privilege.
- 26. Conflict with Other Conditions. In the case of conflict between these General Conditions and any other condition(s) in this permit, the more stringent condition(s) shall govern.

W PF	WMO SCHEDULE A Watershed Manageme PROJECT INFORMATION	nt Permit No. 18-005
1.	1. NAME OF PROJECT Roselle Road Hillcrest Blvd. to Central Roa	d Pedestrian Bridge and Shared used Path
2.	2. APPURTENANCES (check all applicable items)	the plans)
	Siphon Drop Manholes	Public Lift Station Outfalls
\checkmark	✓ Stream Crossing	scribe
3.	3. RECEIVING SANITARY/COMBINED SEWER SYSTE	М
	A. System that project will connect to is: ☐ Existing ☐ Proposed /Under Construction → Dis	strict Permit #
	List owners of all sewers from project to District interceptor_	
4.	 A. System that project will connect to is: □ Existing □ Proposed /Under Construction → Dist List owners of all sewers from project to waterway 	TO WATERWAY trict Permit #
5.	5. EXISTING LIFT STATION	
	\checkmark No \square Yes \longrightarrow Receiving system includes existing lift	station
	If yes, indicate location	
6.	6. FLOOD PROTECTION AREAS Does any part of the project area impact the following? (chec	k all applicable items)
	✓ Floodplain/Floodway/Riparian (Schedule H) ✓ Wetlands/Riparian (Schedule W)	rian
7.	7. SIZE OF PROJECT	
А. В.	A. Total contiguous ownership6.0acresB. Development Area3.35acres	C. Before development 0.38 acres D. After development 0.79 acres
8.	8. STORMWATER MANAGEMENT	
	A. Is project in the service area of an existing District permit ✓ No	ted detention facility?
	B. Is stormwater management provided under this permit? ✓ No	Other
	C. Type of stormwater management	
	Runoff Control Volume Control	ol Detention Storage
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WMO SCHEDULE B SEWER SUMMARY

Watershed Management Permit No.



PROJECT NAME: Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path

(as shown on the plans)

1. SEWER SUMMARY, including all service sewers from the building envelope, stubs and risers:

Include all sewers (Sanitary and Storm) and their tributary type: Sanitary (San), Storm to Combined (SC), Storm to Waterway (SW), or Storm to Volume Control (SVC).

Tributary Type	Choose one	Choose one	Choose one	Choose one	Choose one	Choose one	Choose one
Pipe Size (in.)	N/A						
Total Length (ft.)							
Min. slope used (%)							
Pipe Material *							
Total Manholes							
Total Cleanouts							
Catch Basin/Inlets							
watertight, bolt down co NATURE OF PRO	vers/lids. DJECT (Che	eck all that a	pply)				
Brief description							
✓ Publicly fina	nced			ewer extensio	n to serve fu	ture develop	ment
Sewer system	n serving a s	ubdivision		torm sewers in	n combined s	sewer area	
Off-site trun	k sewer to se	rve subdivis	ion 🗌 S	ervice connec	tions to serve	e buildings (S	Sch. C)
Other Pedes	trian bridge and	l shared used p	bath				
SEWER EXTENS Is any part of the pro If so, then check yes served.	Dions posed project below and st	t is designed ubmit servic	l to service fu e area map an	ture connection and estimate of	ons (not inclu population ed	ded in Scheo quivalent to l	lule C)? be
☑ NO	YES -		Service a	ea map			
		ſ	P.E. estin	nate submitted			

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1 BUILDING CONNECTIO	NDATA	
A. RESIDENTIAL BUILD	DINGS	
Single Family	Total dwelling units * Number of sewer connec Total dwelling units *	tions * PE**
B. COMMERCIAL& RECF	REATIONAL BUILDINGS	PE
 C. INDUSTRIAL BUILDIN Number of sew Each sanitary lin ** Population Equiv 2. BUILDING USE - (Check 	NGS ver connections e exiting a building is a convalent (Submit calculations for ea all that apply)	PE ^{**} nnection
	CREATIONAL	X
Describe use of buildings, in	cluding principal product(s	s) or activities
Describe use of buildings, in	cluding principal product(s	b) or activities Laundromat (install lint basin)
 A. CONNERCIAL & REC Describe use of buildings, in Food preparation or processing Swimming pool (provide pool 	cluding principal product(s (install grease separator) plans)	 b) or activities Laundromat (install lint basin) Auto service (install triple basin)
 A. CONNERCIAL & REC Describe use of buildings, in Food preparation or processing Swimming pool (provide pool Manufacturing (describe)	cluding principal product(s (install grease separator) plans)	 activities Laundromat (install lint basin) Auto service (install triple basin) Auto wash (install mud basin)

plans along with flow diagram for pretreatment system.

WMO SCHEDULE H FLOODPLAIN/FLOODWAY & RIPARIAN ENVIRONMENTS

Name of Project: Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path

Type of Development (check one below):

	Single-family home	□ Residential Subdivision	□ Multi-family residential		
	Non-residential	Right-of-way	□ Open space		
1)	Provide the Cook County	FIRM panel(s) for the site: 179			
2)	Is there regulatory floodplain located onsite? \blacksquare Yes \Box No If yes, provide the name(s) of the flooding sources: <u>Salt Creek Tributary D</u>				
3)	Is there Zone A floodpl project-specific floodplai	ain within 100 feet of the pro n study? 🔳 Yes 🛛 No	ject site or does the site require a		
4)	If the answer to (2) or (3 more than one BFE, list e) is yes, provide the BFE on the each individually: <u>See attached Ex</u>	e project site to the nearest 0.1 ft. If thibit. ft, NAVD 88		
5)	Provide the elevation sou	rce(s) of the BFE(s) from (4): <u>H</u>	EC-RAS model		
6)	If the development inc substantial improvement lowest floor elevation:	ludes a new building, an add to an existing building in the	dition to an existing building, or regulatory floodplain, provide the ft, NAVD 88		
7)	Does the project result in If yes, provide the floodp	fill in the floodplain?	No ge quantities below:		
	Floodplain Fill (acre-fee	<u>Compensatory</u>	V Storage Provided (acre-feet)		
	0 -10 Yea	r	0 -10 Year*		
	10 - 100-7	l'ear	10 - 100-Year*		
	Total		Total**		
	**	*Must be at least 1.0 times the fl * Must be at least 1.1 times the f	loodplain fill loodplain fill		
8)	Is any part of the develop If yes, describe appropria	oment in the regulatory floodway	y? 🗆 Yes 🔳 No		

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WMO SCHEDULE H FLOODPLAIN/FLOODWAY & RIPARIAN ENVIRONMENTS

- 10) If answer to (8) or (9) is yes, provide a copy of the IDNR-OWR Floodway Construction Permit for the development.
- 11) Is there riparian environment located onsite? \blacksquare Yes \Box No If yes, check the conditions that apply:

Jurisdictional Waters of the U.S. (50-ft buffer from OHWM)

□ Isolated Waters (30-ft buffer from OHWM)

- □ Jurisdictional or isolated waters with BSC of "A" or "B" or BSS Streams (100-ft buffer from OHWM)
- 12) If answer to (11) is yes, does the proposed development result in adverse impacts to the riparian environment?
 Yes
 No
- 13) If answer to (12) is yes, prepare riparian submittal and provide a brief description of the impacts and mitigation below:

Name Jason Xi	Title
Signature	Date02/05/2018
Engineering Firm Ciorba Group, Inc.	
	PE 062,058208 SEAL LICENSED PROFESSIONAL ENGINEER OF OF

WMO SCHEDULE P SOIL EROSION AND SEDIMENT CONTROL

Name of Project: Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path

Type of Development (check one below):

[□ Single-family home	□ Residential Subdivision	□ Multi-family residential	
Ľ	□ Non-residential	☑ Right-of-way	□ Open space	
1)	Total proposed disturbed ar	ea: <u>3.35</u>	acres	
2)	Does the site's stormwater discharge directly to:			
	\square Waters of the State \square	Storm Sewer Combined S	Sewer	
If Waters of the State, provide name of receiving water body: Salt Creek Tributary D				
3)	If answer to (1) is $>$ one as	cre or part of a larger planned co	mmon development > one acre.	

provide IEPA NPDES ILR10 Permit Number*: ______ If ILR10 permit coverage applies, provide a signed copy of ILR10 Notice of Intent (NOI) *If all site stormwater discharges, including construction dewatering, drain to a combined sewer system, ILR10 permit coverage is not required

4) Summary of soil erosion and sediment control practices:

Silt fance	5311	(ff)	Area Controlled (sq ft)	Permanent (P), Temporary (T), OR Both (B)
Entrance/ovit control	260 cg vd	(11)	140,020	(T)
Entrance/exit control	300 sq.yu	_ (quantity)		<u>(1)</u>
Vegetative control	145,926	$(sq \pi)$	145,926	(P)
Interceptor ditches		_ (ft)		
Berms	239	(ft)		(T)
Inlet control	13	(quantity)		(T)
Sediment basins		(cu yd)		
Volume Control Protection		(indicate)		
Volume Control Cleaning		(indicate)		
Concrete Washout		(quantity)		
Debris basins		(cu ft)		
Desilting basins	Ed 1v	(cu ft)		
Silt traps		(cu ft)		
Mulching and matting		(cu ft/sq ft)		
Other		_ (indicate)		

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	Watershed Management Permit No.
W	MO SCHEDULE P DIL EROSION AND SEDIMENT CONTROL
5)	Do any of the following special circumstances apply?
	If yes, check all conditions that apply:
	 ✓ Floodplain ✓ Wetland/Buffer □ Riparian Environment □ New Outfall □ MWRD Facility □ Tributary to Lake Michigan □ Volume Control Facility
6)	If the answer to (5) is yes, describe how the indicated area(s) will be protected from erosion and sedimentation: The Floodplain and wetland will be protected by double silt fence, so no construction ac can encroach into above area.
7)	Provide topographical or plan maps of construction area and indicate erosion control practices, including a sequence of major construction activities.
8)	Drainage area (above and including construction site): <u>5.8</u> acres
9)	Slope categories of construction site:
,	Area (acres)Disposition of Collected Sediment 9.1 $0-2$ % Slope 1.0 acres 9.2 $2-4$ % Slope 1.2 acres 9.3 $4-6$ % Slope 0.7 acres 9.4 \geq 6% Slope 0.45 acres
10)	Check the following conditions that apply:
10)	 Erosion control practices identified above will be constructed in accordance with the Illinois Urban Manual, 2012
	\square Plans or specifications for the above referenced erosion control practices are attached
Co-	Permittee Title Project Manager
Sig	nature ID Jason XL Date 02/05/2018
Cor	many/A gency Ciorba Group Inc
CUL	
1/15	SCHEDULE P – SOIL EROSION AND SEDIMENT CONTROL PAGE 2 OF 2

WMO SCHEDULE W WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

Name of Project: Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path - Site 1

Type of Development (check one below):

□ Non-residential

- □ Single-family home □ Residential Subdivision
 - Dight of way
- □ Multi-family residential

Right-of-way

□ Open space

*If multiple wetlands are located onsite, fill out separate Schedule W for each

- 1) Is there wetland or farmed wetland on the development site? \square Yes \square No
 - A) If yes, submit a request for jurisdictional determination to the US Army Corps of Engineers (Corps) and provide a copy of the determination letter.
 - B) Is the onsite wetland isolated? \square Yes \square No
 - C) Is the onsite wetland considered to be a high quality isolated wetland? \Box Yes \blacksquare No

 - E) Is the onsite wetland Corps regulated? \Box Yes \blacksquare No
 - F) If applicable, will the onsite Corps regulated wetland be impacted by the development?
 □ Yes □ No If yes, provide a copy of Corps permit.
 - G) If answer to 1.(F) is no, will the associated wetland buffer be impacted by the development? □ Yes □ No If yes, see Steps 3 and 8.
- 2) Is wetland or farmed wetland located within 100 feet of the development site?
 ☑ Yes □ No

If yes, does the wetland buffer extend onto the development? \square Yes \square No If yes, is the buffer impacted by the development? \square Yes \square No If yes, see Steps 3 and 8.

3) If the answer to either (1.C), (1.D), (1.F), (1.G) or (2) is yes, prepare a wetland/buffer submittal and briefly describe the impacts and proposed mitigation below: The wetland is shown in the attached plan. There is no disturbance to the wetland. Silt fence will be installed along perimeter of wetland to avoid any disturbance.

WMO SCHEDULE W WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

- Is there riparian environment located onsite? □ Yes ☑ No If yes, check the conditions that apply:
 - □ Jurisdictional Waters of the U.S. (50-ft buffer from OHWM)
 - □ Isolated Waters (30-ft buffer from OHWM)
 - □ Jurisdictional or isolated waters with BSC of "A" or 'B" or BSS Streams (100-ft buffer from OHWM)
- 5) If answer to (4) is yes, does the proposed development result in adverse impacts to the riparian environment? Yes No
- 6) If answer to (5) is yes, prepare riparian submittal and provide a brief description of the impacts and mitigation below:
- 7) Is detention proposed in the wetland? \Box Yes \blacksquare No If res, proceed to 7(A) and 7(B)
 - A) Is the wetland regulated by the Corps and a Corps perm t is required for the development?

If yes, did the Corps approve placing detention in the vetland? If no, detention is not allowed in the wetland If yes, complete the required hydrologic study

- B) Is the wetland isolated? □ Yes □ No
 If the isolated wetland is considered high quality, detertion is not allowed
 If yes, complete the required hydrologic study
- 8) If answers (1.D) (1.F) (1.G) (2) (6) and (7) are yes, prepare wetland, buffer and riparian environment submittals with supporting documentation along with the Watershed Management Permit application.

Wetland Specialist Lailah R. Reich	Title PWS/Lake Co. CWS (C-115
Signature	Date January 8, 2018
Company/Agency Huff & Huff, Inc. (a subsidiary of GZ	ZA)

SCHEDULE W - WETLAND, BUFFERS & RIPARIAN EN /IRONMENTS

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WMO SCHEDULE W WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

Name of Project: Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path-Site 2

Type of Development (check one below):

□ Non-residential

□ Single-family home	□ Residential Subdivision	□ Multi-family residential
----------------------	---------------------------	----------------------------

Right-of-way

□ Open space

*If multiple wetlands are located onsite, fill out separate Schedule W for each

- 1) Is there wetland or farmed wetland on the development site? \square Yes \square No
 - A) If yes, submit a request for jurisdictional determination to the US Army Corps of Engineers (Corps) and provide a copy of the determination letter.
 - B) Is the onsite wetland isolated? \Box Yes \blacksquare No
 - C) Is the onsite wetland considered to be a high quality isolated wetland? \Box Yes \blacksquare No

 - E) Is the onsite wetland Corps regulated? \square Yes \square No
 - F) If applicable, will the onsite Corps regulated wetland be impacted by the development?
 □ Yes ☑ No If yes, provide a copy of Corps permit.
 - G) If answer to 1.(F) is no, will the associated wetland buffer be impacted by the development?
 ✓ Yes □ No If yes, see Steps 3 and 8.
- 2) Is wetland or farmed wetland located within 100 feet of the development site?
 ☑ Yes □ No

If yes, does the wetland buffer extend onto the development? \square Yes \square No If yes, is the buffer impacted by the development? \square Yes \square No If yes, see Steps 3 and 8.

3) If the answer to either (1.C), (1.D), (1.F), (1.G) or (2) is yes, prepare a wetland/buffer submittal and briefly describe the impacts and proposed mitigation below: <u>The wetland is shown in the attached plan. There is no disturbance to the wetland. Silt fence will be installed along perimeter of wetland to avoid any disturbance.</u>

WMO SCHEDULE W

WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

- 4) Is there riparian environment located onsite? ☑ Yes □ No If yes, check the conditions that apply:
 - ☑ Jurisdictional Waters of the U.S. (50-ft buffer from OHWM)
 - □ Isolated Waters (30-ft buffer from OHWM)
 - □ Jurisdictional or isolated waters with BSC of "A" or 'B" or BSS Streams (100-ft buffer from OHWM)
- If answer to (4) is yes, does the proposed development result in adverse impacts to the riparian 5) environment? 🗆 Yes 🗹 No
- If answer to (5) is yes, prepare riparian submittal and provide a brief description of the impacts 6) and mitigation below:
- Is detention proposed in the wetland? \Box Yes \blacksquare No If γ es, proceed to 7(A) and 7(B) 7)
 - A) Is the wetland regulated by the Corps and a Corps perm t is required for the development? □ Yes □ No

If yes, did the Corps approve placing detention in the vetland? I Yes I No If no, detention is not allowed in the wetland If yes, complete the required hydrologic study

- B) Is the wetland isolated? \Box Yes \Box No If the isolated wetland is considered high quality, deter tion is not allowed If yes, complete the required hydrologic study
- If answers (1.D) (1.F) (1.G) (2) (6) and (7) are yes, prepare wetland, buffer and riparian 8) environment submittals with supporting documentation along with the Watershed Management Permit application.

Wetland Specialist Lailah R. Reich	Title PWS/Lake Co. CWS (C-115
Signature	Date January 8, 2018
Company/Agency Huff & Huff, Inc. (a subsidiary of GZA)	

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SCHEDULE W - WETLAND, BUFFERS & RIPARIAN EN /IRONMENTS PAGE 2 OF 2

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Watershed Management Permit N WMO SCHEDULE W WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

Name of Project: Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path-Site 3

Type of Development (check one below):

□ Non-residential

□ Single-family home □ Residential Subdivision

□ Multi-family residential

Right-of-way

□ Open space

*If multiple wetlands are located onsite, fill out separate Schedule W for each

- 1) Is there wetland or farmed wetland on the development site? \square Yes \square No
 - A) If yes, submit a request for jurisdictional determination to the US Army Corps of Engineers (Corps) and provide a copy of the determination letter.
 - B) Is the onsite wetland isolated? \Box Yes \blacksquare No
 - C) Is the onsite wetland considered to be a high quality isolated wetland? \Box Yes \blacksquare No

 - E) Is the onsite wetland Corps regulated? \square Yes \square No
 - F) If applicable, will the onsite Corps regulated wetland be impacted by the development?
 □ Yes ☑ No If yes, provide a copy of Corps permit.
 - G) If answer to 1.(F) is no, will the associated wetland buffer be impacted by the development?
 ✓ Yes □ No If yes, see Steps 3 and 8.
- 2) Is wetland or farmed wetland located within 100 feet of the development site?
 ✓ Yes □ No

If yes, does the wetland buffer extend onto the development? \square Yes \square No If yes, is the buffer impacted by the development? \square Yes \square No If yes, see Steps 3 and 8.

3) If the answer to either (1.C), (1.D), (1.F), (1.G) or (2) is yes, prepare a wetland/buffer submittal and briefly describe the impacts and proposed mitigation below: <u>The WOUS is shown in the attached plan. There is no disturbance to the WOUS. Silt fence will be installed along perimeter of wetland to avoid any disturbance.</u>

WMO SCHEDULE W WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

- - ☑ Jurisdictional Waters of the U.S. (50-ft buffer from OHWM)
 - □ Isolated Waters (30-ft buffer from OHWM)
 - □ Jurisdictional or isolated waters with BSC of "A" or "B" or BSS Streams (100-ft buffer from OHWM)
- 5) If answer to (4) is yes, does the proposed development result in adverse impacts to the riparian environment?
 Yes No
- 6) If answer to (5) is yes, prepare riparian submittal and provid : a brief description of the impacts and mitigation below:
- 7) Is detention proposed in the wetland? \Box Yes \blacksquare No If es, proceed to 7(A) and 7(B)
 - A) Is the wetland regulated by the Corps and a Corps perm t is required for the development?
 □ Yes □ No

If yes, did the Corps approve placing detention in the wetland? If no, detention is not allowed in the wetland If yes, complete the required hydrologic study

- B) Is the wetland isolated? □ Yes □ No
 If the isolated wetland is considered high quality, deten ion is not allowed
 If yes, complete the required hydrologic study
- 8) If answers (1.D) (1.F) (1.G) (2) (6) and (7) are yes, pre-are wetland, buffer and riparian environment submittals with supporting documentation along with the Watershed Management Permit application.

Wetland Specialist	Lailah R. Reich	Title	PWS/Lake Co. CWS (C-115
Signature		Date	January 8, 2018

Company/Agency Huff & Huff, Inc. (a subsidiary of GZA)

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SCHEDULE W - WETLAND, BUFFERS & RIPARIAN EN 'IRONMENTS

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Watershed Management Permit N

WMO SCHEDULE W WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

Name of Project: Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path WL-I21

Type of Development (check one below):

□ Non-residential

- □ Single-family home □ Residential Subdivision
 - Multi-family residential

Right-of-way

□ Open space

*If multiple wetlands are located onsite, fill out separate Schedule W for each

- 1) Is there wetland or farmed wetland on the development site? \square Yes \square No
 - A) If yes, submit a request for jurisdictional determination to the US Army Corps of Engineers (Corps) and provide a copy of the determination letter.
 - B) Is the onsite wetland isolated? \square Yes \square No
 - C) Is the onsite wetland considered to be a high quality isolated wetland? \Box Yes \blacksquare No

 - E) Is the onsite wetland Corps regulated? \Box Yes \blacksquare No
 - F) If applicable, will the onsite Corps regulated wetland be impacted by the development?
 □ Yes □ No If yes, provide a copy of Corps permit.
 - G) If answer to 1.(F) is no, will the associated wetland buffer be impacted by the development? □ Yes □ No If yes, see Steps 3 and 8.
- Is wetland or farmed wetland located within 100 feet of the development site?
 ✓ Yes □ No

If yes, does the wetland buffer extend onto the development? \square Yes \square No If yes, is the buffer impacted by the development? \square Yes \square No If yes, see Steps 3 and 8.

3) If the answer to either (1.C), (1.D), (1.F), (1.G) or (2) is yes, prepare a wetland/buffer submittal and briefly describe the impacts and proposed mitigation below: The wetland is <u>shown in the attached plan. There is no disturbance to the wetland. Silt fence will be installed along perimeter</u> of wetland to avoid any disturbance.

Watershed Management Permit No.

WMO SCHEDULE W

WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

Is there riparian environment located onsite? □ Yes IN NO
 If yes, check the conditions that apply:

□ Jurisdictional Waters of the U.S. (50-ft buffer from OHWM)

- □ Isolated Waters (30-ft buffer from OHWM)
- □ Jurisdictional or isolated waters with BSC of "A" or "B" or BSS Streams (100-ft buffer from OHWM)
- 5) If answer to (4) is yes, does the proposed development result in adverse impacts to the riparian environment? Yes No
- 6) If answer to (5) is yes, prepare riparian submittal and provide a brief description of the impacts and mitigation below:
- 7) Is detention proposed in the wetland? Yes I No If ves, proceed to 7(A) and 7(B)
 - A) Is the wetland regulated by the Corps and a Corps perm t is required for the development?
 □ Yes □ No

If yes, did the Corps approve placing detention in the vetland? Yes No If no, detention is not allowed in the wetland If yes, complete the required hydrologic study

- B) Is the wetland isolated? □ Yes □ No
 If the isolated wetland is considered high quality, deter tion is not allowed
 If yes, complete the required hydrologic study
- 8) If answers (1.D) (1.F) (1.G) (2) (6) and (7) are yes, prepare wetland, buffer and riparian environment submittals with supporting documentation along with the Watershed Management Permit application.

Wetland Specialist	Lailah R. Reich	Title	PWS/Lake Co. CWS (C-115
Signature	in the second se	Date	January 8, 2018

Company/Agency Huff & Huff, Inc. (a subsidiary of GZA)

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SCHEDULE W - WETLAND, BUFFERS & RIPARIAN EN 'IRONMENTS

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Watershed Management Permit No.

WMO SCHEDULE W WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

Name of Project: Roselle Road Hillcrest Blvd. to Central Road Pedestrian Bridge and Shared used Path WL-122

Type of Development (check one below):

□ Single-family home	□ Residential Subdivision	□ Multi-family residential
□ Non-residential	Right-of-way	□ Open space

*If multiple wetlands are located onsite, fill out separate Schedule W for each

- 1) Is there wetland or farmed wetland on the development site? \square Yes \square No
 - A) If yes, submit a request for jurisdictional determination to the US Army Corps of Engineers (Corps) and provide a copy of the determination letter.
 - B) Is the onsite wetland isolated? \square Yes \square No
 - C) Is the onsite wetland considered to be a high quality isolated wetland? \Box Yes \blacksquare No
 - D) If applicable, will the onsite isolated wetland or associated buffer be impacted by the development?
 ✓ Yes □ No If yes, see Steps 3 and 8.
 - E) Is the onsite wetland Corps regulated? \Box Yes \blacksquare No
 - F) If applicable, will the onsite Corps regulated wetland be impacted by the development?
 □ Yes □ No If yes, provide a copy of Corps permit.
 - G) If answer to 1.(F) is no, will the associated wetland buffer be impacted by the development? □ Yes □ No If yes, see Steps 3 and 8.
- Is wetland or farmed wetland located within 100 feet of the development site?
 ✓ Yes □ No

If yes, does the wetland buffer extend onto the development? \square Yes \square No If yes, is the buffer impacted by the development? \square Yes \square No If yes, see Steps 3 and 8.

3) If the answer to either (1.C), (1.D), (1.F), (1.G) or (2) is yes, prepare a wetland/buffer submittal and briefly describe the impacts and proposed mitigation below: The wetland is <u>shown in the attached plan. There is no disturbance to the wetland. Silt fence will be installed along perimeter</u> of wetland to avoid any disturbance.

Watershed Management Permit No. 18-005

WMO SCHEDULE W

WETLANDS, BUFFERS & RIPARIAN ENVIRONMENTS

- Is there riparian environment located onsite? □ Yes IN NO
 If yes, check the conditions that apply:
 - □ Jurisdictional Waters of the U.S. (50-ft buffer from OHWM)
 - □ Isolated Waters (30-ft buffer from OHWM)
 - □ Jurisdictional or isolated waters with BSC of "A" or 'B" or BSS Streams (100-ft buffer from OHWM)
- 5) If answer to (4) is yes, does the proposed development result in adverse impacts to the riparian environment? Yes No
- 6) If answer to (5) is yes, prepare riparian submittal and provide a brief description of the impacts and mitigation below:
- 7) Is detention proposed in the wetland? \Box Yes \blacksquare No If yes, proceed to 7(A) and 7(B)
 - A) Is the wetland regulated by the Corps and a Corps permit is required for the development?
 □ Yes □ No

If yes, did the Corps approve placing detention in the wetland? If no, detention is not allowed in the wetland If yes, complete the required hydrologic study

- B) Is the wetland isolated? If the isolated wetland is considered high quality, deter tion is not allowed If yes, complete the required hydrologic study
- 8) If answers (1.D) (1.F) (1.G) (2) (6) and (7) are yes, prepare wetland, buffer and riparian environment submittals with supporting documentation along with the Watershed Management Permit application.

Wetland Specialist Lailah R. Reich	Title	PWS/Lake Co. CWS (C-115
Signature	Date	January 8, 2018

Company/Agency Huff & Huff, Inc. (a subsidiary of GZA)

1/15 SCHEDULE W – WETLAND, BUFFERS & RIPARIAN EN /IRONMENTS

PAGE 2 OF 2

SPECIAL CONDITIONS FOR PERMIT NO 18-005

- 1. Construction must conform to the soil erosion and sediment control requirements of this permit and other local, state, and/or federal agencies. This permit is issued contingent that the IEPA NPDES ILR-10 permit shall be submitted to MWRD when secured.
- 2. This permit is issued subject to the flood protection area requirements of the WMO.
- 3. Construction must conform to the floodplain requirements of this permit and any other local and/or state requirements.
- 4. Construction must conform to the wetland and riparian requirements of this permit and the requirements of the U.S. Army Corps of Engineers.
- 5. Construction must conform to the floodway requirements of this permit and the requirements of the Illinois Department of Natural Resources Office of Water Resources (IDNR OWR).
- 6. Construction covered by this permit is located in a designated floodplain according to the data source specified in the permit. The Permittee/Co-Permittee is hereby warned, and does hereby acknowledge, that the indemnification clause of this permit (General Condition No. 7) shall protect MWRD from any consequences caused by flood or high water. The Permittee/Co-Permittee assumes any and all liability for any claims and/or damages that may arise as a result of flood or high water.
- 7. The proposed storm sewer system shall discharge to a waterway or a storm sewer system directly tributary to a waterway, as shown on the plans, and shall not discharge directly or indirectly into MWRD facilities without written permission by the Director of Engineering of the MWRD.
- 8. The Permittee/Co-Permittee shall be responsible for obtaining applicable National Pollutant Discharge Elimination System (NPDES) and/or stormwater discharge permits from the Illinois Environmental Protection Agency (IEPA) as may be necessary for the construction and operation of all storm sewer outfalls to the Salt Creek.

ENGINEERING CERTIFICATIONS

18-005

Watershed Management Permit No.

CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Comments, if any:				and the second designed and the se
Engineering Firm:	Ciorba Group, Inc.		elephone: (773)	355 _ 2946
Address: 5507 N. C	umberland Ave.	_ City: Chicag	o Zip:	60656
PE	nature:		Date:	
SEAL	(Name and Title)			

CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper in accordance with all state and local requirements, including but not limited to the Watershed Management Ordinance. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. I YES NO

Gwner of Local Sewer System	n: Village of Schaumburg, II		
Municipal Engineer: Davi	dlawny	Teleph	ione: <u>847-923-6600</u>
Address: 101 Schaumburg Cou	rț Ci	ty: Schaumburg	Zip 60193
AVRE L LAWRYSignature:	(Name and Title)		Date: 12/22/17
CERTIFICATE BY INSPECT compliance with the data and the plan prior to making any changes that would that that and the CORD drawings, sign Municipality before testing and approv Engineering Firm:	FION ENGINEER: I here ns submitted with this applicat Id affect capacity, maintenance ed and sealed by the undersign val by the District or Authorize	by certify that constructio on; that approval will be design requirements, ser- ed Engineer will be furnis d Municipality of the corr Telep	n of the project will be in substantial obtained from the issuing authority vice area or the Permit requirements; shed to the District or an Authorized apleted work.
Address:	9	ty:	Zip
PE Signature:			Date:
JEAL	(Name and 1itle)		
	Page 8 c	f 9	

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ENGINEERING CERTIFICATIONS

Watershed Management Permit No.



CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein his own design d in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and deral laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Genuneus of any:		
Ciorba Group, Inc.	Telephone:	(773) 355 _ 2946
PROFESSION 5507 Cumberland Ave.	City: Chicago	Zip: 60656
Signature: Jan Water Re (Name and Title)	source Engineer/Project Man	Date: 0//02/2018.

CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper in accordance with all state and local requirements, including but not limited to the Watershed Management Ordinance. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. I YES NO

Owner of Local Sewer System: Village of Schaumburg, IL Municipal Engineer: David Lawry Telephone: 847-923-6600 Address: 101 Schaumburg Court City: Schaumburg Zip 60193 WRE AWRSignature: Date: 12/22/17 SEALOA (Name and Title) CERTIFICATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial mompliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior romaking any changes that would affect capacity, maintenance, design requirements, service area or the Permit requirements; file and sealed by the undersigned Engineer will be furnished to the District or an Authorized Municipality before testing and approval by the District or Authorized Municipality of the completed work. **Engineering Firm:** Telephone Address: City: Zip PE Signature: Date: SEAI (Name and Title) Page 8 of 9

ENGINEERING CERTIFICATIONS

Watershed Management Permit No.



CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Comments, if any:

Engineering Firm: Ciorba Group, Inc.	Telephone: (772)	355 _ 2946
Address: 5507 N. Cumberland Ave.	City: Chicago Zip:	60656
PE Signature:	Date	02/05/2018
SEAL (Name and Title)		
CERTIFICATE BY MUNICIPAL OR SYSTEM I	ENGINEER: The application and the	he drawings, together with
other data being submitted with this application, have been exam	nined by me and are found to be in com	pliance with all applicable
requirements. The manner of drainage is satisfactory and proper	in accordance with all state and local r	equirements, including but
not limited to the Watershed Management Ordinance. The exis	ting local sewer system to which the p	roject discharges has been
examined and the system is found to be adequate to transport t	the stormwater and/or wastewater that	will be added through the
proposed sewer without violating any provisions of the Illinois En	vironmental Protection Act or the rules	and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. I YES NO

Owner of]	Local Sewer System:	Village of Schaumbu	ırg, IL				
Municipal	Engineer:	-	-	Telepl	hone:		
Address:	101 Schaumburg Court		City:	Schaumburg		Zip	60193
PE	Signature:				Date:		
SEAL		(Name and Title)					

CERTIFICATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the Permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the District or an Authorized Municipality before testing and approval by the District or Authorized Municipality of the completed work.

Engineering Firm: TranSy	/stems	T	elephone: (847) 605-9600
Address: 1475 E. Woodfield	Road, Suite 600	City: Schaumburg	Zip 60173
G BE G Signature:	(Name and T	euper Resident E	Agin Date: 02/28/2018
Engineer OF Copices 11/30/19		Page 8 of 9	

SPECIAL CONDITIONS

Watershed Management Permit No.

This Permit is issued subject to the General Conditions and the attached Special Conditions.

If Permit is granted:

Please return two (2) copies of the Permit to the Permittee; or

Please mail one (1) copy to Permittee and one (1) copy to the person designated below:

Name: Jason Xi Ciorba Group, Inc.

Address: 5507 N. Cumberland Ave. Chicago, IL 60656

CERTIFICATE BY APPLICANTS: We have read and thoroughly understand the conditions and requirements of this Permit application, and agree to conform to the Permit conditions and other applicable requirements of the District. It is understood that construction hereunder, after the Permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the District or an Authorized Municipality. It is further understood that this application shall not constitute a Permit until it is approved, signed and returned by the Director of Engineering of the District or Enforcement Officer of an Authorized Municipality.

PERMITTEE	CO-PERMITTEE	
The project area is within	(Co-Permittee is Property Owner)	
municipal corporate limits.	Title to property is held in a land trust: Yes 🖌 No	
🗸 Yes 🗌 No 🗌 Not Applicable	If yes, Co-Permittee shall be beneficiary with Power of	
	Direction	
Municipality Village of Schaumburg	Owner Same as Permittee	
Address 101 Schaumburg	Address	
City Village of Schaumburg Zip 60193	City Zip	
Signature	Signature	
Name David Lawny	Name	
(Print)	(Print)	
Title Director of Engineering and Public War	Title	
Date 12/22/17 Phone 847-923-6600	Date Phone	
- 1 .		
REVIEW AND APPROVAL BY THE DIS	TRICT OR AUTHORIZED MUNICIPALITY	
Reviewed by:	Date MARCH 1, 2018	
(Local Sewer Systems) or (Professional Engineer)		
Approved for Issue		
Approved by:	Date 3/2./2018	
(For the Director of Engineering) or (Enforcement Officer)		

1/15

INTERGOVERNMENTAL AGREEMENT

Between the Forest Preserve District of Cook County and the Village of Schaumburg, Illinois

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between the Forest Preserve District of Cook County (hereinafter referred to as "Forest Preserve") and the Village of Schaumburg (hereinafter referred to as "Municipality").

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, the Municipality and the Forest Preserve are authorized to execute this Agreement by act(s) of their respective duly constituted governing bodies; and

WHEREAS, the Municipality would like to provide a connection to the Paul Douglas Forest Preserve, extending from a proposed bike path on the west side of Roselle Road and bridge over Central Road, and connecting to the existing Forest Preserve path on the north as described in detail on <u>Exhibit A</u> (the "Trail Connection"); and

WHEREAS, the Forest Preserve owns land that can be used for the Trail Connection and the Municipality has resources available to construct the Trail Connection; and

WHEREAS, Federal Surface Transportation Program (STP) funding (the "Grant") has been secured by the Municipality to fund construction of the Trail Connection; and

WHEREAS, this Agreement is limited solely to the portion of the Trail Connection that is on property owned by the Forest Preserve (see <u>Exhibit A</u>).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Forest Preserve and the Municipality agree as follows below.

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part hereof.

2. <u>Lead Agency.</u> The Municipality shall serve as the lead agency for the construction of the Trail Connection. In its capacity as the lead agency, the Municipality shall be responsible for procuring and coordinating all aspects of the construction of the Trail Connection.

3. <u>License</u>. This Agreement shall constitute a License for the Municipality to construct or have constructed, to maintain or have maintained, and to repair or have repaired, the Trail

-1

Connection (as identified on Exhibit A).

- A. <u>Ingress and Egress</u>. The Municipality, and its officers, employees, contractors, subcontractors, agents, suppliers, and invitees are further granted the right of ingress and egress during the Forest Preserve's normal hours of operation, to the area where the Trail Connection shall be constructed for the purpose of said construction.
- B. <u>Hours of Operation</u>. The Municipality is permitted to exercise its rights under this Agreement regarding construction from dusk till dawn. If the Municipality desires access to the Trail Connection after public hours of operation, the Municipality shall obtain prior approval from the Forest Preserve.
- C. <u>Maintenance and Repair</u>. Once the Trail Connection is complete and the Forest Preserve has accepted the Trail Connection as complete, the Municipality shall have the right of ingress and egress during the Forest Preserve's normal hours of operation to such Trail Connection, for purposes of maintenance and repair.

4. <u>Construction and Repair Costs</u>. The Municipality will be solely responsible for all costs of designing, permitting, constructing, maintaining, repairing, replacing, and reconstructing the Trail Connection, at no cost to the Forest Preserve. The Municipality shall not allow any liens on any property owned by the Forest Preserve. The Municipality shall maintain, for a minimum of three (3) years after the completion of the Trail Connection, or for any longer period of time required by law or any applicable grant (whichever is greater), adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds in conjunction with this Agreement. This Section 4 shall survive termination or expiration of this Agreement.

5. <u>Tree Removal</u>. For tree removals required to construct the Trail Connection, the Municipality will adhere to, and pay any fees due under, the Forest Preserve's Tree Mitigation Plan in effect on the date of tree removal. Trees to be removed include trees within the footprint of Trail Connection construction in addition to trees along the perimeter of the proposed trail. All replacement trees shall be planted by Municipality no later than the next planting season.

6. <u>Requirements before beginning Construction</u>. Prior to construction, the Forest Preserve must review and approve the final alignment, final plans and construction specifications of the proposed Trail Connection and the Municipality must meet all requirements regarding insurance and bonds.

7. Municipality's Contractual Rights & Obligations.

A. General

i. <u>Commitment of Resources</u>. The Municipality shall solely be responsible for the commitment of its resources, allocation of funds and assignment of personnel in fulfilling the objectives and obligations of this Agreement. All work shall be done in accordance with the terms of the Grant and all applicable laws, ordinances and regulations, including, without limitation, public bidding and prevailing wage laws.

ii. <u>Compliance</u>. The Municipality shall not occupy or use the Trail Connection, or allow the Trail Connection to be occupied or used, for any purpose, act or event that is in violation of any applicable law, ordinance or governmental regulation. The Municipality shall not do or permit anything to be done upon the Trail Connection that creates a nuisance in any way. All laws, codes and ordinances enacted by the Forest Preserve shall apply and must be followed by the Municipality and its employees, agents, officers, contractors, subcontractors, suppliers, and invitees. The Municipality is responsible for ensuring compliance with this Agreement by its employees, agents, officers, contractors, subcontractors, suppliers, and invitees.

B. Construction

- i. <u>Performance</u>. The Municipality shall have the right to construct, or to retain contractors to construct, the Trail Connection pursuant to this Agreement. In either case, the Municipality is responsible for monitoring the construction of the Trail Connection.
- ii. <u>Contracts</u>. Before construction of the Trail Connection commences, the Municipality shall furnish the Forest Preserve with a copy of all contracts related to the construction of the Trail Connection. The Forest Preserve shall have the right to monitor construction of the Trail Connection and to insist that said Trail Connection be constructed according to approved alignment, plans, and specifications as well as within proper time periods. The Forest Preserve may pursue all available legal remedies to enforce its rights and interests under this Agreement.
- iii. <u>Construction Schedule</u>. The Municipality shall submit to the Forest Preserve a detailed construction schedule. The Municipality shall consult with the Forest Preserve regarding construction and operational schedules to minimize any interference with the Forest Preserve's scheduled activities.
- iv. <u>Necessary Permits</u>. The Municipality shall prior to construction obtain the required permits, for said Trail Connection, from appropriate federal, state or local governmental agencies. As the owner of the real estate, the Forest Preserve agrees to fully cooperate with the Municipality and its representatives in its applications for appropriate permits.

C. Maintenance and Repair.

Once the Trail Connection is complete and the Forest Preserve has accepted the Trail Connection as complete, then the Municipality in perpetuity shall assume responsibility for maintenance and repair of such Trail Connection. Maintenance shall include both day to day and long-term maintenance of the Trail Connection. Such maintenance by Municipality shall include maintaining the landscape plantings installed as part of the project, mowing the three-foot shoulders on both sides of the Trail Connection, removing garbage and refuse from Trail Connection, removing down trees and tree limbs from Trail Connection, and maintaining trail surface, all on as needed basis. Any specifications for maintenance and repair of the Trail Connection as set forth in the final plans and specifications approved by the Forest Preserve shall be followed. Municipality agrees, without limitation, to the

additional obligations described below.

- (i) <u>Salt and Snow</u>. Municipality agrees not to use salt on Forest Preserve property for any purpose, including without limitation, snow removal. The parties agree that snow shall not be removed from the Trail Connection, either through snow plowing or other means.
- (ii) <u>Inspections.</u> Municipality shall conduct, at a minimum, annual inspections to ensure adequate maintenance of the Trail Connection.
- (iii) <u>Reimbursement</u>. Should Municipality fail to properly keep the Trail Connection in good repair, upon due notice, the Forest Preserve shall have the right to cause the same to be done, and it is understood and agreed that Municipality shall promptly reimburse the Forest Preserve for cost or expense of such repair and for any attorney fees or other costs incurred by the Forest Preserve to enforce this provision. The provisions of this paragraph shall survive expiration or termination of this Agreement.
- (iv) <u>Additional Requirements</u>. The Forest Preserve reserves the right to add reasonable requirements for maintenance and repair of the Trail Connection in addition to those requirements listed above upon written notice to Municipality.

8. <u>Use of Trail</u>. The Forest Preserve and the Municipality agree that the Trail Connection will be available for the use and benefit of the general public subject to the rules and guidelines of the Forest Preserve relating to trail usage.

9. <u>**Ownership of Trail**</u>. The Municipality and the Forest Preserve agree that the Trail Connection will be the property of the Forest Preserve. Forest Preserve rules and regulations shall be applicable with respect to the use of said Trail Connection.

10. <u>No Estate in Land</u>. This Agreement creates a license only for the Municipality to construct, maintain, and repair the Trail Connection in accordance with the terms of this Agreement. The Municipality does not hold and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Trail Connection or any Forest Preserve property by virtue of this Agreement. Further, the Forest Preserve does not grant the Municipality any right to install any additional improvements upon the Trail Connection or any Forest Preserve property, including but not limited to signage, placards, lighting, etc.

11. <u>Public Convenience and Safety</u>. The Municipality shall, or it shall require its contractor(s) to, at all times conduct the construction of the Trail Connection in such manner as to cause minimal inconvenience and provide appropriate protection to the general public. The Municipality and/or its contractor(s) shall furnish and maintain barricades, temporary fencing and warning signs, as may be necessary to protect the construction and safeguard the public, at the Municipality's or contractor's expense.

12. <u>Construction Operations</u>. All construction operations, including vehicle movements and material storage, shall take place within the designated areas identified on <u>Exhibit A</u>. If temporary fencing is required all operations shall take place within said fenced area. All temporary fencing required shall be installed prior to the commencement of any construction operations. All fencing shall be maintained in place throughout construction and shall be repaired as needed by the Municipality or its contractor. All fencing is to remain in place until after Trail Connection has been completed. After acceptance of restoration by the Forest Preserve in accordance with <u>Section 13</u> below, all temporary fencing shall be removed from the site and disposed of off Forest Preserve property at the sole expense of Municipality or its contractor.

13. **<u>Restoration after Construction</u>**. All surplus excavated material, trees or stumps removed, and any other debris resulting from construction shall be disposed of off Forest Preserve property at Municipality's expense. All property disturbed as the result of construction that is not utilized as part of the Trail Connection shall be restored to its pre-construction condition at the Municipality's expense. Landscape areas shall be top-dressed after final settlement with topsoil to a depth of six (6) inches, cultivated, fine graded, seeded and mulched as directed by the Forest Preserve.

14. **Indemnification.** To the extent permitted by law, the Municipality agrees to defend, indemnify, keep and save harmless, the Forest Preserve, its commissioners, agents, officials and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost or expenses, including reasonable attorneys' fees, which are the result of an error, omission, or willful or negligent act of the Municipality or any of its officers, employees, agents, contractors or subcontractors arising out of or resulting from the performance under this Agreement. The Municipality expressly understands and agrees that any performance bond or insurance protection required in this Agreement shall in no way limit its responsibility to indemnify, defend, keep and save the Forest Preserve, its commissioners, agents, officials and employees as herein provided. The Municipality's obligation to defend, indemnify, keep and save harmless the Forest Preserve, its commissioners, agents, agents, shall survive the termination or expiration of this Agreement.

15. **Insurance and Casualty.** The Municipality shall require each contractor and subcontractor to maintain, and if the Municipality is doing any of the construction work itself it shall also maintain, the insurance coverage described for "Consultant" on Exhibit B (Insurance Requirements).

15. <u>Performance and Payment Security</u>. If the Municipality constructs the Trail Connection through the services of a contractor, then the Municipality shall require said contractor to execute a Performance and Payment Bond in the full amount of the contract. The Performance Bond and Payment Bond shall indicate both the Municipality and the Forest Preserve as Owners of the Bond.

16. Term and Termination.

a. This Agreement shall have a perpetual term, subject to termination upon six (6) months' written notice by the Forest Preserve to the Municipality after the tenth

anniversary of the date of full execution of this Agreement.

- b. The Forest Preserve shall have the right to terminate this Agreement in the event the construction work contemplated herein is not completed within three (3) years subsequent to the date of full execution of this Agreement.
- c. If any party shall at any time be in default in the performance of any of the terms, conditions or provisions of this Agreement and the defaulting party shall fail to remedy such default within sixty (60) days after written notice thereof from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.
- d. Notwithstanding any termination or expiration of this Agreement, the Forest Preserve shall retain all ownership of the Trail Connection. This provision shall survive termination or expiration of this Agreement.

17. **Interpretations**. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope of the intent of the paragraph to which they pertain. The parties have consulted legal counsel regarding the terms of this Agreement and this Agreement shall be interpreted without applying any rule of construction against the drafting party.

18. <u>Governing Law and Venue</u>. This Agreement is governed by and shall be construed according to the laws of the State of Illinois without regard to the principles of conflicts of law thereof. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.

19. <u>**Compliance with Laws**</u>. The parties hereto shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

20. <u>Severability</u>. In the event that any provision of this Agreement is determined to be legally invalid, the parties agree that particular provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect.

21. <u>No Third Party Beneficiaries</u>. The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any rights or remedies on any persons other than the parties.

22. **Transfers.** No party shall sell, assign or otherwise transfer its interest under this Agreement without the written approval of the other party. The provisions set forth in this Agreement shall be binding upon and inure to the benefit of the approved successors and assigns of the parties.

23. <u>Notices.</u> Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a)

personal service during regular business hours; (b) e-mail or facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by e-mail or facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other places as the parties may from time to time designate in writing by notice given hereunder.

FOREST PRESERVE DISTRICT OF COOK COUNTY

Attn: General Superintendent 536 North Harlem Avenue River Forest, IL 60305

Attn : Dennis White, Chief Attorney 69 W. Washington, Suite 2010 Chicago, IL 60602

VILLAGE OF SCHAUMBURG

Attn: Village Manager 101 Schaumburg Ct. Schaumburg, IL 60193

24. **Execution.** The Municipality and the Forest Preserve shall approve this Agreement by the execution of duplicate signature pages, and shall exchange said signature pages for counter signature.

25. <u>Incorporation/Survival.</u> This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions or modifications to this Agreement shall only be made by mutual agreement by and between the parties and shall be in writing. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this Agreement that by their express terms, sense or context are intended to survive the termination or expiration of this Agreement shall so survive.

26. <u>Conflicts</u>. This Agreement shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq*.

27. Effective Date. This Agreement shall be effective upon signature of both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date fully executed.

FOREST PRESERVE DISTRICT OF COOK COUNTY

By: Joni Chechumste, Toni Preckwinkle, President

Date: March 23, 2018 Date: March 23, 2018

Attest/

Matthew B. DeLeon, Secretary

VILLAGE OF SCHAUMBURG

al sm By:

Al Larson, President

Attest:

Marilyn Karr, Clerk Renee M. Romanowski Deputy Village Clerk

March 1, 2018 Date:

Date: March 1, 2018

EXHIBIT A

Trail Connection (Plans attached)

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Exhibit B - Cook County Forest Preserve District Insurance Requirements (Professional)

Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Consultant shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the Forest Preserve District of Cook County (the "District"), District's Board of Commissioners and employees of the District.

The Consultant shall waive its rights of recovery against District, District's Board of Commissioners and employees of District which Consultant may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Consultant

Prior to the effective date of this Agreement, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Agreement the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Agreement. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the District.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Agreement, written approval is granted by the District's Purchasing Agent for variance from those limits.

Consultant shall require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverage for them. All Subconsultants are subject to the same insurance requirements as Consultant.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) <u>Commercial Automobile Liability Insurance</u>

When any motor vehicles are used in connection with the work to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- Liability All Autos: Bodily Injury & Property Damage \$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) Umbrella/Excess Liability Insurance

In addition to the limits specified above, Consultant shall secure and maintain additional limits in the amount necessary to increase the overall coverage to \$3,000,000 each occurrence for all liability.

(e) Professional Errors & Omissions Insurance

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the District under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or termination of this Agreement and the Consultant shall annually provide the District with proof of renewal.

Additional requirements

(a) Additional Insured

Cook County Forest Preserve District, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the District Purchasing Agent.

(c) Insurance Notices

All policies of insurance which may be required under terms of this Agreement shall be endorsed to provide that the insurance company shall notify the

District's Purchasing Agent at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the District certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the District that the insurance requirements have been fully met or that the insurance with insurance required above.

In no event shall any failure of the District to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

The District maintains the right to modify, delete, alter or change these insurance requirements.

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,
0ver \$50,000,000	One Engineer, and
	One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For 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 ($%/100 \times CUP / OCT$)

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."

CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)

Effective: January 1, 2013 Revised: April 1, 2016

<u>Description</u>. This work shall consist of constructing cast-in-place concrete and precast concrete end sections for pipe culverts. These end sections are shown on the plans as Highway Standard 542001 or 542011. This work shall be according to Section 542 of the Standard Specifications except as modified herein.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

	Item	Article/Section
(a)	Portland Cement Concrete (Note 1)	
(b)	Precast Concrete End Sections (Note 2)	
(c)	Coarse Aggregate (Note 3)	
(d)	Structural Steel (Note 4)	
(e)	Anchor Bolts and Rods (Note 5)	
(f)	Reinforcement Bars	
(g)	Nonshrink Grout	
(h)	Chemical Adhesive Resin System	
(i)	Mastic Joint Sealer for Pipe	
(i)	Hand Hole Plugs	

Note 1. Cast-in-place concrete end sections shall be Class SI, except the 14 day mix design shall have a compressive strength of 5000 psi (34,500 kPa) or a flexural strength of (800 psi) 5500 kPa and a minimum cement factor of 6.65 cwt/cu yd (395 kg/cu m).

Note 2. Precast concrete end sections shall be according to Articles 1042.02 and 1042.03(b)(c)(d)(e) of the Standard Specifications. The concrete shall be Class PC according to Section 1020, and shall have a minimum compressive strength of 5000 psi (34,000 kPa) at 28 days.

Joints between precast sections shall be produced with reinforced tongue and groove ends according to the requirements of ASTM C 1577.

Note 3. The granular bedding placed below a precast concrete end section shall be gradation CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, or CA 19.

Note 4. All components of the culvert tie detail shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.

Note 5. The anchor rods for the culvert ties shall be according to the requirements of ASTM F 1554, Grade 105 (Grade 725).

CONSTRUCTION REQUIREMENTS

The concrete end sections may be precast or cast-in-place construction. Toe walls shall be either precast or cast-in-place, and shall be in proper position and backfilled according to the applicable paragraphs of Article 502.10 of the Standard Specifications prior to the installation of the concrete end sections. If soil conditions permit, cast-in-place toe walls may be poured directly against the soil. When poured directly against the soil, the clear cover of the sides and bottom of the toe wall shall be increased to 3 in. (75 mm) by increasing the thickness of the toe wall.

- (a) Cast-In-Place Concrete End Sections. Cast-in-place concrete end sections shall be constructed according to the requirements of Section 503 of the Standard Specifications and as shown on the plans.
- (b) Precast Concrete End Sections. When the concrete end sections will be precast, shop drawings detailing the slab thickness and reinforcement layout shall be submitted to the Engineer for review and approval.

The excavation and backfilling for precast concrete end sections shall be according to the requirements of Section 502 of the Standard Specifications, except a layer of granular bedding at least 6 in. (150 mm) in thickness shall be placed below the elevation of the bottom of the end section. The granular bedding shall extend a minimum of 2 ft (600 mm) beyond each side of the end section.

Anchor rods connecting precast sections shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

When individual, precast end sections are placed side-by-side for a multi-pipe culvert installation, a 3 in. (75 mm) space shall be left between adjacent end section walls and the space(s) filled with Class SI concrete.

<u>Method of Measurement</u>. This work will be measured for payment as each, with each end of each culvert being one each.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for CONCRETE
 END SECTION, STANDARD 542001 or CONCRETE END SECTION, 542011, of the pipe diameter and slope specified.

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: April 2, 2018

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

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

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

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

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

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

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

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform <u>24.00</u>% 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-enterprisecertification/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 <u>DOT.DBE.UP@illinois.gov</u> or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

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

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

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

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

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

<u>GOOD FAITH EFFORT PROCEDURES</u>. 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 delivered. 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. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the

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

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

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

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

<u>CONTRACT COMPLIANCE</u>. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the 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 be come the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

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

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

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

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

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

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

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

- (f) <u>FINAL PAYMENT</u>. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty 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.

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

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

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

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

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

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

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HOT-MIX ASPHALT – TACK COAT (BDE)

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

"(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived."

LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

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

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

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

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

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

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

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	4.0 - 8.0"
	PP-4	
	PP-5	

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."

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004 Revised: August 1, 2017

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = MPI_M - MPI_L$

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

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

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

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

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

Percent Difference = { $(MPI_L - MPI_M) \div MPI_L$ } × 100

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment	
ltem	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights
	(masses)
Reinforcing Steel	See plans for weights
	(masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	Y
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 – 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

"**109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.** The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment."

SUBCONTRACTOR MOBILILATION PAYMENTS (BDE)

Effective: November 2, 2017

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%"

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be one . In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to gualify 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.

<u>METHOD OF MEASUREMENT</u> The unit of measurement is in hours.

<u>BASIS OF PAYMENT</u> This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

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.

DRAINAGE SYSTEM

Effective: June 10, 1994 Revised: June 24, 2015

<u>Description.</u> This work shall consist of furnishing and installing a bridge drainage system as shown on the plans, including all piping, fittings, support brackets, inserts, bolts, and splash blocks when specified.

Material. The pipe and fittings shall be reinforced fiberglass according to ASTM D 2996 RTRP with a 30,000 psi (207 MPa) minimum short-time rupture strength hoop tensile stress. The reinforced fiberglass shall also have an apparent stiffness factor at 5 percent deflection exceeding 200 cu in.-lbf/sg. in. (22.6 cu mm-kPa) and a minimum wall thickness of 0.10 in. (2.54 mm). The adhesive for joining pipe and fittings shall be as recommended by the manufacturer. All pipe supports and associated hardware shall be hot dip galvanized according to AASHTO M 232 (M 232M). The fiberglass pipe and fittings furnished shall be pigmented through out, or have a resin-rich pigmented exterior coat, specifically designed for overcoating fiberglass, as recommended by the manufacturer. The color shall be as specified by the Engineer. The resin in either case shall have an ultraviolet absorber designed to prevent ultraviolet degradation. The ultraviolet protection shall be designed to withstand a minimum of 2,500 hours of accelerated weathering when tested in conformance with the requirements in ASTM Designation: G 154. Lamps shall be UV-8 (313 nm wavelength). The resting cycle shall be 4 hours of ultraviolet exposure at 140 °F (60 °C), and then 4 hours of condensate exposure at 120 °F (49 °C). After testing, the surface of the pipe shall exhibit no fiber exposure, crazing, or checking, and only a slight chalking or color change. The supplier shall certify the material supplied meets or exceeds these requirements.

<u>Design.</u> The drainage system shall be designed as an open system with allowances for the differential expansion and contraction expected between the superstructure and the substructure to which the drainage system is attached.

<u>Installation.</u> All connections of pipes and fittings shown on the plans to facilitate future removal for maintenance cleanout or flushing shall be made with a threaded, gasketed coupler or a bolted gasketed flange system. Adhesive bonded joints will be permitted for runs of pipe between such connections. The end run connection shall feature a minimum nominal 6 in. (150 mm) female threaded fiberglass outlet. Straight runs may utilize a 45 degree reducing saddle bonded to the pipe. The female outlet shall be filled with a male threaded PVC plug.

Runs of pipe shall be supported at spacings not exceeding those recommended by the manufacturer of the pipe. Supports that have point contact or narrow supporting areas shall be avoided. Standard slings, clamps, clevis hangers and shoe supports designed for use with steel pipe may be used. A minimum strap width for hangers shall be 1 1/2 in. (40 mm) for all pipe under 12 in. (300 mm) in diameter and 2 in. (50 mm) for diameters 12 in. (300 mm) or greater. Straps shall have 120 degrees of contact with the pipe. Pipes supported on less than 120 degrees of contact shall have a split fiberglass pipe protective sleeve bonded in place with adhesive.

All reinforced fiberglass pipe, fittings, and expansion joints shall be handled and installed according to guidelines and procedures recommended by the manufacturer or supplier of the material.

Basis of Payment. This work will be paid for at the contract lump sum price for DRAINAGE SYSTEM.
HIGH LOAD MULTI-ROTATIONAL BEARINGS

Effective: October 13, 1988 Revised: April 1, 2016

<u>Description</u>. This work shall consist of furnishing and installing High Load Multi-Rotational type bearing assemblies at the locations shown on the plans.

High Load Multi-Rotational (HLMR) bearings shall be one of the following at the Contractors option unless otherwise noted on the plans:

- a) Pot Bearings. These bearings shall be manufactured so that the rotational capability is provided by an assembly having a rubber disc of proper thickness, confined in a manner so it behaves like a fluid. The disc shall be installed, with a snug fit, into a steel cylinder and confined by a tight fitting piston. The outside diameter of the piston shall be no more than 0.03 in. (750 microns) less than the inside diameter of the cylinder at the interface level of the piston and rubber disc. The sides of the piston shall be beveled. PTFE sheets, or silicone grease shall be utilized to facilitate rotation of the rubber disc. Suitable brass sealing rings shall be provided to prevent any extrusion between piston and cylinder.
- b) Shear Inhibited Disc Type Bearing. The Structural Element shall be restricted from shear by the pin and ring design and need not be completely confined as with the Pot Bearing design. The disc shall be a molded monolithic Polyether Urethane compound.

These bearings shall be further subdivided into one or more of the following types:

- 1) Fixed. These allow rotation in any direction but are fixed against translation.
- 2) Guided Expansion. These allow rotation in any direction but translation only in limited directions.
- 3) Non-Guided Expansion. These allow rotation and translation in any direction.

The HLMR bearings shall be of the type specified and designed for the loads shown on the plans. The design of the top and bottom bearing plates are based on detail assumptions which are not applicable to all suppliers and may require modifications depending on the supplier chosen by the Contractor. The overall depth dimension for the HLMR bearings shall be as specified on the plans. The horizontal dimensions shall be limited to the available bearing seat area. Any modifications required to accommodate the bearings chosen shall be submitted to the Engineer for approval prior to ordering materials. Modifications required shall be made at no additional cost to the State. Inverted pot bearing configurations will not be permitted.

The Contractor shall comply with all manufacturer's material, fabrication and installation requirements specified.

All bearings shall be supplied by prequalified manufacturers. The Department will maintain a list of prequalified manufacturers.

<u>Submittals.</u> Shop drawings shall be submitted to the Engineer for approval according to Article 105.04 of the Standard Specifications. In addition the Contractor shall furnish certified copies of the bearing manufacturer's test reports on the physical properties of the component materials for the bearings to be furnished and a certification by the bearing manufacturer stating the bearing assemblies furnished conform to all the requirements shown on the plans and as herein specified. Submittals with insufficient test data and supporting certifications will be rejected.

<u>Materials.</u> The materials for the HLMR bearing assemblies shall be according to the following:

- (a) Elastomeric Materials. The rubber disc for Pot bearings shall be according to Article 1083.02(a) of the Standard Specifications.
- (b) Polytetrafluoroethylene (PTFE) Material. The PTFE material shall be according to Article 1083.02(b) of the Standard Specifications.
- (c) Stainless Steel Sheets: The stainless steel sheets shall be of the thickness specified and shall be according to Article 1083.02(c).
- (d) Structural Steel. All structural steel used in the bearing assemblies shall be according to AASHTO M 270, Grade 50 (M 270M Grade 345), unless otherwise specified.
- (e) Threaded studs. The threaded stud, when required, shall conform to the requirements of Article 1083.02(d)(4) of the Standard Specifications.

(f) Polyether Urethane for Disc bearings shall be according to all of the following requirements:

PHYSICAL PROPERTY	ASTM TEST METHOD	REQUIREMENTS	
Hardness, Type D durometer	D 2240	45 Min	65 Max
Tensile Stress, psi (kPa) At 100% elongation, min	D 412	1500 psi (10,350 kPa)	2300 psi (15,900 kPa)
Tensile Stress, psi (kPa) At 200% elongation, min	D 412	2800 psi (19,300 kPa)	4000 psi (27,600 kPa)
Tensile Strength, psi (kPa), min	D 412	4000 psi (27,600 kPa)	6000 psi (41,400 kPa)
Ultimate Elongation, %, min	D 412	350	220
Compression Set 22 hr. at 158 °F (70 °C), Method B %, max	D 395	40	40

The physical properties for a durometer hardness between the minimum and maximum values shown above shall be determined by straight line interpolation.

<u>Design</u>. The fabricator shall design the HLMR bearings according to the appropriate AASHTO Design Specifications noted on the bridge plans.

<u>Fabrication</u>. The bearings shall be complete factory-produced assemblies. They shall provide for rotation in all directions and for sliding, when specified, in directions as indicated on the plans. All bearings shall be furnished as a complete unit from one manufacturing source. All material used in the manufacture shall be new and unused with no reclaimed material incorporated into the finished assembly.

The translation capability for both guided and non-guided expansion bearings shall be provided by means of a polished stainless steel sliding plate that bears on a PTFE sheet bonded and recessed to the top surface of the piston or disc. The sliding element of expansion bearings shall be restrained against movement in the fixed direction by exterior guide bars capable of resisting the horizontal forces or 20 percent of the vertical design load on the bearing applied in any direction, whichever is greater. The sliding surfaces of the guide bar shall be of PTFE sheet and stainless steel. Guiding off of the fixed base, or any extension of the base, will not be permitted. Structural steel bearing plates shall be fabricated according to Article 505.04(I) of the Standard Specifications. Prior to shipment the exposed edges and other exposed portions of the structural steel bearing plates shall be cleaned and given a corrosion protection coating as specified on the plans and according to the applicable Special Provisions and Articles 506.03 and 506.04 of the Standard Specifications. During cleaning and coating the stainless steel, PTFE sheet and neoprene shall be protected from abrasion and coating material.

PTFE sheets shall be bonded to steel under factory controlled conditions using heat and pressure for the time required to set the epoxy adhesive used. The PTFE sheet shall be free from bubbles and the sliding surface shall be burnished to an absolutely smooth surface.

The steel piston and the steel cylinder for pot bearings shall each be machined from a solid piece of steel. The steel base cylinder shall be either integrally machined, recessed into with a snug fit, or continuously welded to its bottom steel bearing plate.

<u>Packaging.</u> Each HLMR bearing assembly shall be fully assembled at the manufacturing plant and delivered to the construction site as complete units. The assemblies shall be packaged, crated or wrapped so the assemblies will not be damaged during handling, transporting and shipping. The bearings shall be held together with removable restraints so sliding surfaces are not damaged.

Centerlines shall be marked on both top and base plates for alignment in the field. The bearings shall be shipped in moisture-proof and dust-proof covers.

<u>Performance Testing.</u> The following performance tests are required. All tests shall be performed by the manufacturer prior to shipment. Where lot testing is permitted, a lot size shall be the number of bearings per type on the project but not to exceed 25 bearings per type.

Dimension Check. Each bearing shall be checked dimensionally to verify all bearing components are within tolerances. Failure to satisfy any dimensional tolerance shall be grounds for rejecting the bearing component or the entire bearing assembly.

Clearance Test. This test shall be performed on one bearing per lot. The bearing selected for this test shall be the one with the least amount of clearance based on the dimension check. The bearing assembly shall be loaded to its service limit state rated capacity at its full design rotation but not less than 0.02 radians to verify the required clearances exist. This test shall be performed twice for each bearing with the rotation oriented longitudinally with the bridge once in each direction. Any visual signs of rubbing or binding shall be grounds for rejection of the lot.

Proof Load Test. This test shall be performed on one bearing per lot. The bearing assembly shall be load tested to 150 percent of the service limit state rated capacity at a rotation of 0.02 radians. The load shall be maintained for 5 minutes, removed then reapplied for 5 minutes. If the load drops below the required value during either application, the test shall be restarted from the beginning. This test shall be performed twice for each bearing with the rotation oriented longitudinally with the bridge once in each direction.

The bearing shall be visually examined both during the test and upon disassembly after the test. Any resultant visual defects include, but are not limited to:

- 1. Extruded or deformed elastomer, polyether urethane, or PTFE.
- 2. Insufficient clearances such as evidence of metal to metal contact between the pot wall and the top plate.
- 3. Damaged components such as cracked steel, damaged seal rings, or damaged limiting rings.
- 4. Bond failure.

If any of the above items are found it shall be grounds for rejection of the lot.

Sliding Friction Test. For expansion bearings, this test shall be performed on one bearing per lot. The sliding surfaces shall be thoroughly cleaned with a degreasing solvent. No lubrication other than that specified for the bearing shall be used. The bearing shall be loaded to its service limit state rated capacity for 1 hour prior to and throughout the duration of the sliding test. At least 12 cycles of plus and minus sliding with an amplitude equaling the smaller of the design displacement and 1 inch (25 mm) shall then be applied. The average sliding speed shall be between 0.1 inch and 1.0 inches (2.5 mm and 25 mm) per minute. The sliding friction coefficient shall be computed for each direction of each cycle and its mean and standard deviation shall be computed for the sixth through twelfth cycles.

The friction coefficient for the first movement and the mean plus two standard deviations for the sixth through twelfth cycles shall not exceed the design value used. In addition, the mean value for the sixth through twelfth cycles shall not exceed 2/3 of the design value used. Failure of either of these shall result in rejection of the lot.

The bearing shall also be visually examined both during and after the testing, any resultant defects, such as bond failure, physical destruction, or cold flow of the PTFE shall also be cause for rejection of the lot.

The Contractor shall furnish to the Department a notarized certification from the bearing manufacturer stating the HLMR bearings have been performance tested as specified. The Contractor shall also furnish to the Engineer of Tests at the Bureau of Materials and Physical Research (126 East Ash Springfield, IL 62704) a purchase order prior to fabrication. The purchase order shall contain, as a minimum, the quantity and size of each type of bearing furnished. The Department reserves the right to perform any of the specified tests on one or more of the furnished bearings. If the tested bearing shows failure it shall be replaced and the remaining bearings shall be similarly tested for acceptance at the Contractor's expense.

When directed by the Engineer, the manufacturer shall furnish an additional bearing assembly and/or random samples of component materials used in the bearings, for testing by the Department, according to Article 1083.04 of the Standard Specifications.

Installation. The HLMR bearings shall be erected according to Article 521.05 of the Standard Specifications.

Exposed edges and other exposed portions of the structural steel plates shall be field painted as specified for Structural Steel.

Basis of Payment. This work will be paid for at the contract unit price each for HIGH LOAD MULTI-ROTATIONAL BEARINGS, FIXED; HIGH LOAD MULTI-ROTATIONAL BEARINGS, GUIDED EXPANSION; or HIGH LOAD MULTI-ROTATIONAL BEARINGS, NON-GUIDED EXPANSION of the load rating specified.

When the fabrication and erection of HLMR bearings is accomplished under separate contracts, the applicable requirements of Article 505.09 shall apply.

Fabricated HLMR bearings and other materials complying with the requirements of this item, furnished and accepted, will be paid for at the contract unit price each for FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, FIXED, FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, GUIDED EXPANSION or FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, NON-GUIDED EXPANSION of the load rating specified.

Storage and care of fabricated HLMR bearings and other materials complying with the requirements of this item by the Fabrication Contractor beyond the specified storage period, will be paid for at the contract unit price per calendar day for STORAGE OF HIGH LOAD MULTI-ROTATIONAL BEARINGS if a pay item is provided for in the contract, or will be paid for according to Article 109.04 if a pay item is not provided in the contract.

HLMR bearings and other materials fabricated under this item erected according to the requirements of the specifications, and accepted, will be paid for at the contract unit price each for ERECTING HIGH LOAD MULTI-ROTATIONAL BEARINGS, FIXED, ERECTING HIGH LOAD MULTI-ROTATIONAL BEARINGS, GUIDED EXPANSION or ERECTING HIGH LOAD MULTI-ROTATIONAL BEARINGS, NON-GUIDED EXPANSION of the load rating specified.

MODULAR EXPANSION JOINT

Effective: May 19, 1994 Revised: December 29, 2014

<u>Description.</u> This work shall consist of furnishing and installing a modular expansion joint(s) as shown on the plans, and according to applicable portions of Section 520 of the Standard Specifications.

<u>General.</u> The expansion joint device shall be capable of handling the specified longitudinal movement. In addition, when specified, the joint shall also be capable of handling the differential non-parallel longitudinal movement. The expansion joint device shall effectively seal the joint opening in the deck surface and barrier curbs against the entrance of water and foreign materials. There shall be no appreciable change in the deck surface plane with the expansion and contraction movements of the bridge.

The device shall consist of a shop-fabricated modular assembly of transverse neoprene seals, edge and separation beams, bearing on support bars spanning the joint opening. The assembly shall maintain equal distances between intermediate support rails, at any cross section, for the entire length of the joint. The assembly shall be stable under all conditions of expansion and contraction, using a system of longitudinal control springs and upper and lower support beam bearings and springs.

At sidewalks, concrete median barriers and concrete parapet joints, a sliding steel plate shall be fabricated and installed according to the plans. Painting or galvanizing of sliding steel plates shall be as specified on the plans.

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

The manufacturer shall provide evidence of current certification by AISC according to Article 106.08(d) of the Standard Specifications.

<u>Submittals</u>: Shop drawings and a copy of the calculations and support documents shall be submitted to the Engineer for approval according to Article 105.04 of the Standard Specifications. Submittals will be required for each modular expansion joint device specified. In addition the Contractor shall provide the Department with a certification of compliance by the manufacturer listing all materials in the system. The certification shall attest that the system conforms to the design and material requirements and be supported by a copy of the successful results of the fatigue tests performed on the system as herein specified. Submittals with insufficient test data and supporting certifications will be rejected.

ERECTION OF CURVED STEEL STRUCTURES

Effective: June 1, 2007

Description: In addition to the requirements of Article 505.08(e), the following shall apply.

The Contractor or sub-Contractor performing the erection of the structural steel is herein referred to as the Erection Contractor.

<u>Erection Plan</u>: The Erection Contractor shall retain the services of an Illinois Licensed Structural Engineer, experienced in the analysis and preparation of curved steel girder erection plans, for the completion of a project-specific erection plan. The structural engineer, herein referred to as the Erection Engineer, shall sign and seal the erection plan, drawings, and calculations for the proposed erection of the structural steel.

The erection plan shall be complete in detail for all phases, stages, and conditions anticipated during erection. The erection plan shall include structural calculations and supporting documentation necessary to completely describe and document the means, methods, temporary support positions, and loads necessary to safely erect the structural steel in conformance with the contract documents and as outlined herein. The erection plans shall address and account for all items pertinent to the steel erection including such items as sequencing, falsework, temporary shoring and/or bracing, girder stability, crane positioning and movement, means of access, pick points, girder shape, permissible deformations and roll, interim/final plumbness, cross frame/diaphragm placement and connections, bolting and anchor bolt installation sequences and procedures, and blocking and anchoring of bearings. The Erection Contractor shall be responsible for the stability of the partially erected steel structure during all phases of the steel erection.

The erection plans and procedures shall be submitted to the Engineer for review and acceptance prior to starting the work. Review, acceptance and/or comments by the Department shall not be construed to guarantee the safety or final acceptability of the work or compliance with all applicable specifications, codes, or contract requirements, and shall neither relieve the Contractor of the responsibility and liability to comply with these requirements, nor create liability for the Department. Significant changes to the erection plan in the field must be approved by the Erection Engineer and accepted by the Engineer for the Department.

Basis of Payment: This work shall not be paid for separately but shall be included in the applicable pay items according to Article 505.13 of the Standard Specifications.

The shop drawings shall include tables showing the total anticipated movements for each joint and the required setting width of the joint assemblies at various temperatures.

<u>Design Requirements</u>: The maximum vertical, transverse and horizontal rotations and displacements shall be defined and included in the design.

The expansion joint device(s) shall be designed, detailed and successfully tested, according to Section 14 of the AASHTO LRFD Bridge Design Specifications.

Top, bottom and sides of support bars shall be restrained to prevent uplift, transmit bearing loads, and maintain the lateral position of the bars.

The total movement of each individual sealing element shall not exceed 3 in. (75 mm).

Materials:

(a) Metals. Structural Steel. All structural steel shall be according to AASHTO M 270, Grade 50 (M 270M Grade 345), unless otherwise specified.

Stainless steel sheets for the sliding surfaces of the support bars shall conform to the requirements of ASTM A240 (A240M) type 302 or 304.

The use of aluminum components in the modular joint will not be allowed.

(b) Preformed Elastomeric Seals. The elastomeric sealing element shall be according to ASTM D5973.

Lubricant/Adhesive for installing the preformed elastomeric elements in place shall be a one-part, moisture-curing, polyurethane and hydrocarbon solvent mixture as recommended by the manufacturer and containing not less than 65 percent solids.

- (c) Support Bar Bearings. Support bar bearings shall be fabricated from elastomeric pads with polytetrafluorethylene (PTFE) surfacing or from polyurethane compound with PTFE sliding surfaces. The elastomeric and PTFE materials shall meet the requirements of Section 1083 of the Standard Specifications.
- (d) Control Springs. Suitable elastomeric type springs which work longitudinally shall be used to maintain the equidistant spacing between transverse edge and separation beams when measured at any given cross section through the joint.
- (e) Support Bars. Support bars shall incorporate stainless steel sliding surfaces to permit joint movement.

Construction Requirements

General. Installation of expansion devices shall be according to the plans and shop drawings.

The fabricator of the modular joint assembly shall be AISC certified according to Article 106.08 for Bridge and Highway Metal Component Manufacturers. In lieu of AISC certification, the Contractor may have all welding on main members (support bars and separation beams) observed and inspected by independent (third party) personnel at the Contractor's expense. Welding shall then be observed by a Certified Welding Inspector (CWI) in addition to the manufacturer's own welding inspection. Third party Non Destructive Examination (NDE) shall be performed by inspector(s), certified as level II in applicable methods, and all complete penetration beam-to-bar welds and butt joints in beams shall be UT inspected and 10 percent of fillets and partial pen welds shall be MT inspected.

The manufacturer of the expansion device shall provide a qualified technical service representative to supervise installation. Modular expansion joint devices shall be factory prefabricated assemblies, preset by the manufacturer prior to shipment with provisions for field adjustment for the ambient temperature at the time of installation.

Unless otherwise shown on the plans, the neoprene seals shall be continuous without any field splices. Installation of the joint seals shall be performed by a trained representative of the Manufacturer.

All steel surfaces of the prefabricated assembly shall be shop painted with the primer specified for structural steel, except areas in direct contact with the seals, galvanized items and stainless steel surfaces.

The metal surfaces in direct contact with the neoprene seals shall be blast cleaned to permit a high strength bond of the lubricant/adhesive between the neoprene seal and mating metal surfaces.

The Contractor shall anticipate and make all necessary adjustments to existing or plan-specified reinforcement bars, subject to the approval of the Engineer, in order to prevent interferences with placement of the selected joint in the structure. Any adjustments to reinforcement bars interfering with the joint installation shall be the responsibility of the Contractor and preapproved by the Engineer prior to installation of the joint. Cutting of reinforcement shall be minimized, and any bars that are cut shall be replaced in-kind at no additional cost.

The prefabricated joint assembly shall be properly positioned and attached to the structure according to the manufacturer's approved shop drawings. The attachment shall be sufficiently rigid to prevent non-thermal rotation, distortion, or misalignment of the joint system relative to the deck prior to casting the concrete. The joints shall be adjusted to the proper opening based on the ambient temperature at the time of installation and then all restraints preventing thermal movement shall be immediately released and/or removed. The joint assembly units shall be straight, parallel and in proper vertical alignment or reworked until proper adjustment is obtained prior to casting of the concrete around the joint.

After the joint system is installed, the joint area shall be flooded with water and inspected, from below for leakage. If leakage is observed, the joint system shall be repaired, at the expense of the Contractor, as recommended by the manufacturer and approved by the Engineer.

<u>Method of Measurement</u>. This work will be measured for payment in place, in feet (meters), along the centerline of the joint from face to face of the parapets or curbs. All sliding plate assemblies at the sidewalks, parapets and median barriers will not be measured for payment. The size will be defined as the specified longitudinal movement rounded up to the nearest 3 inch (75 mm) increment.

<u>Basis of Payment</u>: When only a longitudinal movement is specified, this work will be paid for at the contract unit price per foot (meter) for the MODULAR EXPANSION JOINT, of the size specified. When a differential non parallel movement is also specified, this work will be paid for at the contract unit price per foot (meter) for the MODULAR EXPANSION JOINT-SWIVEL, of the size specified.

All materials, equipment and labor required to fabricate, paint and install the sliding plate assemblies at the sidewalks, parapets and median barriers will not be paid for separately but shall be included in the price for the expansion joint specified.

When the fabrication and erection of modular expansion joint is accomplished under separate contracts, the applicable requirements of Article 505.09 shall apply, except the furnishing pay items shall include storage and protection of fabricated materials up to 75 days after the completion dates.

Fabricated modular expansion joints and other materials complying with the requirements of this item, furnished and accepted, will be paid for at the contract unit price per foot (meter) for FURNISHING MODULAR EXPANSION JOINT or FURNISHING MODULAR EXPANSION JOINT – SWIVEL of the size specified.

Storage and care of fabricated joints and other materials complying with the requirements of this item by the Fabrication Contractor beyond the specified storage period, will be paid for at the contract unit price per calendar day for STORAGE OF MODULAR EXPANSION JOINTS if a pay item is provided for in the contract, or will be paid for according to Article 109.04 if a pay item is not provided in the contract.

Modular expansion joints and other materials erected according to the requirements of the specifications, and accepted, will be paid for at the contract unit price per foot (meter) for ERECTING MODULAR EXPANSION JOINT or ERECTING MODULAR EXPANSION JOINT - SWIVEL of the size specified.

BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013 Revised: December 21, 2016

When Diamond Grinding of Bridge Sections is specified, hand finishing of the deck surface shall be limited to areas not finished by the finishing machine and to address surface corrections according to Article 503.16(a)(2). Hand finishing shall be limited as previously stated solely for the purpose of facilitating a more timely application of the curing protection. In addition the requirements of 503.16(a)(3)a. and 503.16(a)(4) will be waived.

Revise the Second Paragraph of Article 503.06(b) to read as follows.

"When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows."

Revise Article 503.06(b)(1) to read as follows.

"(1) Bracket Placement. The spacing of brackets shall be per the manufacturer's published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder."

Revise Article 503.06(b)(2) to read as follows.

"(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer."

Revise Article 503.06(b)(3) to read as follows.

"(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have

the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder."

Delete the last paragraph of Article 503.06(b).

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-thejob training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(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.

b. (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, fringe shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act. 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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.