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# Letting November 9, 2018

# Notice to Bidders, Specifications and Proposal



Contract No. 61F19
WILL County
Section 16-00025-00-FP (Channahon)
Routes SIOUX DR. & &
Project LQ8K-257 ()
District 1 Construction Funds

Prepared by

Checked by

# Illinois Department of Transportation

# **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. November 9, 2018 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. **DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 61F19
WILL County
Section 16-00025-00-FP (Channahon)
Project LQ8K-257 ()
Routes SIOUX DR. & &
District 1 Construction Funds

Reconstruction and resurfacing on Sioux Drive and Dove Drive from Sunset Drive to West Eames Street and from Navajo Drive to Sunsewt Drive in the Village of Channahon.

- 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 61F19

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

# Adopted January 1, 2018

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

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

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# **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> lame	<u>Pg.</u>	Special Provision Title	<b>Effective</b>	Revised
-	80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
	80382	117	X Adjusting Frames and Grates	April 1, 2017	,
	80274		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192		Automated Flagger Assistance Device	Jan. 1, 2008	
	80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80241		Bridge Demolition Debris	July 1, 2009	
	50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50531	440	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80366 80386	119	X Butt Joints Coloium Aluminate Coment for Class DD 5 Congrets Detailing	July 1, 2016	
*	80396		Calcium Aluminate Cement for Class PP-5 Concrete Patching Class A and B Patching	Nov. 1, 2017 Jan. 1, 2018	Nov. 1, 2018
	80384	120	X Compensable Delay Costs	June 2, 2017	1107. 1, 2010
	80198	120	Completion Date (via calendar days)	April 1, 2008	
	80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5	April 1, 2012	July 1, 2016
	00200		Feet	, _0	Jan.y 1, 2010
	80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80277		Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
	80261	124	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80387		Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
	80029	127	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	April 2, 2018
*	80402	138	X Disposal Fees	Nov. 1, 2018	
	80378		Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
	80388	140	X Equipment Parking and Storage	Nov. 1, 2017	
	80229		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80304	4 4 4	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
	80246 80398	141	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	Aug. 1, 2018
*	80399	143	Hot-Mix Asphalt – Longitudinal Joint Sealant  X Hot-Mix Asphalt – Oscillatory Roller	Aug. 1, 2018 Aug. 1, 2018	Nov. 1, 2018
	80347	143	Hot-Mix Asphalt – Oscillatory Roller  Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits -	Nov. 1, 2014	Aug. 1, 2018
	00047		Jobsite Sampling	1404. 1, 2014	Aug. 1, 2010
	80383		Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	Nov. 1, 2017
	80376	145	X Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	,
	80392	146	X Lights on Barricades	Jan. 1, 2018	
	80336		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
	80393	148	X Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 2, 2018
	80400	150	X Mast Arm Assembly and Pole	Aug. 1, 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	454	Pavement Marking Removal	July 1, 2016	
	80390	151	X Payments to Subcontractors	Nov. 2, 2017	April 1 2017
	80377	150	Portable Changeable Message Signs  X Portland Cement Concrete	Nov. 1, 2016	April 1, 2017
	80389 80359	152	X Portland Cement Concrete Portland Cement Concrete Bridge Deck Curing	Nov. 1, 2017 April 1, 2015	Nov. 1, 2017
	50008		1 Stadild Collicit Colloiete blidge Deck Calling	Αριίι 1, 2013	1404. 1, 2017

<u>File</u> Name	<u>Pg.</u>		Special Provision Title		Revised
80401			Portland Cement Concrete Pavement Connector for Bridge Approach Slab	Aug. 1, 2018	
80385	153	Х	Portland Cement Concrete Sidewalk	Aug. 1, 2017	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	154	Χ	Progress Payments	Nov. 2, 2013	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt 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	155	Х	Steel Cost Adjustment	April 2, 2014	Aug. 1, 2017
80397	158	Χ	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	159	Χ	Subcontractor Mobilization Payments	Nov. 2, 2017	
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
80298			Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".)	April 1, 2012	April 1, 2017
20338			Training Special Provision	Oct. 15, 1975	
* 80403			Traffic Barrier Terminal, Type 1 Special	Nov. 1, 2018	
80318			Traversable Pipe Grate for Concrete End Sections (Note: This special provision was previously named "Traversable Pipe Grate".)	Jan. 1, 2013	Jan. 1, 2018
80288	160	Х	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	162	Χ	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>	<b>Special Provision Title</b>	<b>New Location</b>	<b>Effective</b>	Revised
<u>Name</u>				
80368	Light Tower	Article 1069.08	July 1, 2016	
80369	Mast Arm Assembly and Pole	Article 1077.03(a)(1)	July 1, 2016	
80338	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	Recurring CS #35	April 1, 2014	April 1, 2016
80379	Steel Plate Beam Guardrail	Articles 630.02, 630.05, 630.06, and 630.08	Jan. 1, 2017	
80381	Traffic Barrier Terminal, Type 1 Special	Article 631.04	Jan. 1, 2017	
80380	Tubular Markers	Articles 701.03, 701.15, 701.18, and 1106.02	Jan. 1, 2017	

# 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", the "Manual of Test Procedures of Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein, which apply to and govern the construction of the Dove Drive and Sioux Drive Corridor Improvements. In case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Section No. 16-00025-00-FP Project No. LQ8K(257) Job No. C-91-280-16 Contract No. 61F19

# **LOCATION OF PROJECT**

The project is located on Dove Drive, beginning at Sunset Drive and ending at US Route 6. The total net and gross length of the project is 1812.00 feet (0.343 miles) for the reconstruction and realignment of Dove Drive in the Village of Channahon, Will County.

#### **DESCRIPTION OF PROJECT**

The work consists of removing the existing pavement and replacing it with full-depth hot-mix asphalt pavement, combination curb and gutter, sidewalk, pavement markings, landscaping, storm sewer and structures, water main, and other miscellaneous items to be constructed along the length of the project in accordance with the Plans, Standard Specifications, and these Special Provisions for furnishing all labor, materials, equipment, and other incidentals necessary for completion of the project.

#### **SECTION 101. DEFINITION OF TERMS**

Add the following to Article 101.01

SSWSC Standard Specifications for Water and Sewer Construction in Illinois, 7th Edition, 2014 and as amended from time to time.

Add the following articles:

**101.56 OWNER.** The Village of Channahon acting through its legally constituted officials, officers, or employees.

#### MAINTENANCE OF ROADWAYS

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

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

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

# PUBLIC CONVENIENCE AND SAFETY (D-1)

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

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

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

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

"The Length of Holiday Period for Thanksgiving shall be from 5:00 a.m. the Wednesday prior to 11:59 p.m. 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."

#### RESTRICTION ON WORKING DAYS AFTER A COMPLETION DATE

All temporary lane closures during the period governed by working days after a completion date will not be permitted during the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday through Friday.

All lane closure signs shall not be erected earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

<u>Failure to Open Traffic Lanes to Traffic</u>: 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 and shall pay to the Department the amount of \$250 per lane blocked, 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. The Department may deduct such damages from any monies due the Contractor. These damages shall apply during

the period governed by working days after a completion date and any extensions of that contract time.

#### PROSECUTION OF WORK

Add the following to Article 108.03 of the Standard Specifications as follows:

"The Contract will not be allowed to proceed with construction operations until May 1, 2019. The Engineer's written approval shall be obtained by the Contractor before proceeding with any work on this project prior to May 1, 2019."

"The Contract will not be allowed to close Dove Drive to through traffic or proceed with construction operations that require permanent lane closures or to otherwise interfere with traffic as determined by the Engineer until June 7, 2019 unless the Engineer's written approval has been given."

#### **COMPLETION DATE PLUS WORKING DAYS**

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on August 15, 2019, except as specified herein.

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

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

#### FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work on or before the completion date, as described in the Special Provision for "Completion Date Plus Working Days," or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$2,000, not as a penalty, but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss in the event of delay cannot be predetermined and would be difficult to ascertain and be a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss to recover these liquidated damages provided

MUN 5080 (Dove Drive) Section 16-00025-00-FP Village of Channahon Will County

herein, as said damages are very difficult to quantify. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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

#### **DUST CONTROL WATERING**

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

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

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

If the Contractor is not controlling the dust sufficiently, additional applications must be performed.

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

(d) Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when requested and in a manner acceptable to the Engineer. All equipment used for this work shall be equipped with adequate measuring devices for determining the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

**Method of Measurement**: This work will be paid for per unit. One unit shall equal 1,000 gallons of water.

Basis of Payment: This work will be paid for at the contract unit price per unit for DUST CONTROL WATERING.

# **EARTH EXCAVATION**

**202.04 Classification:** Add the following;

Stripping of existing top soil will be paid for as EARTH EXCAVATION.

# **CLEANING EXISTING DRY WELL**

**Description**: This work shall consist of cleaning existing dry wells at locations shown on the plans.

**General**: Existing sediment and debris shall be removed to the bottom of the existing aggregate base. Sediment and debris shall be disposed of according to Section 202. The top 12" of aggregate shall be removed and replaced. The replacement aggregate shall meet the requirements of CA-7.

**Method of Measurement** & **Basis of Payment**: This work will be measured and paid for at the contract unit price per each CLEANING EXISTING DRY WELL.

#### **EMBANKMENT 1**

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

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

<u>Material</u>. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).
- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
  - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
  - 2) A plasticity index (PI) of less than 12.
  - 3) A liquid limit (LL) in excess of 50.
- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.
- e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

#### **CONSTRUCTION REQUIREMENTS**

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

<u>Placing Material</u>. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform

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homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

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

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

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

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

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

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

#### TRENCH BACKFILL

# 208.02: Materials Add the following;

All trench backfill shall be CA-7.

**505.07 Backfill:** Trench backfill shall be compacted in accordance with Method 1 as described in Article 550.07 of the Standard Specifications. Compaction Methods 2 (ponding) and 3 (jetting) shall not be permitted. Backfill will be placed up to the existing pavement surface or ground subgrade, as appropriate. The removal of unused backfill will be included in the cost of this item. Quantity takeoffs and construction eligible for payment shall be based on the noted specifications.

**208.03: Method of Measurement**: Trench Backfill shall be measured in accordance with Article 208.03 of the Standard Specifications, with adherence to 208.03(a) and Article 202.07(a). Additional trench backfill constructed above the elevation of the bottom of the proposed AGGREGATE SUBGRADE IMPROVEMENT 12" will not be measured for payment.

# Add the following to Article 208.03 Method of Measurement (b) Measured Quantities.

Where trench backfill is eligible for payment for the installation of water main, water service lines, and sanitary sewer lines, trench backfill will be measured for payment beginning 12" above the crown of the pipe referred to as the initial backfill as shown in the SSWSC, Standard Drawing No. 2. Initial backfill will not be paid for separately and shall be included in the cost of the water main, sanitary sewer, or casing pipe.

#### PLANTING WOODY PLANTS

Delete the fourth paragraphs of Article 253.10 and substitute the following:

"Trees, shrubs, and vines shall be thoroughly watered with a method acceptable to the Engineer. Place backfill in 6 inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling. When backfill is approximately 2/3 complete, saturate backfill with water and repeat until no more water can be absorbed. Place and compact remainder of backfill and thoroughly water again. Approved watering equipment shall be at the site of the work and in operational condition prior to starting the planting operation and during all planting operations or planting will not be allowed."

Add the following to Article 253.10(e):

"Spade a planting bed edge at approximately a 45 degree angle and to a depth of approximately 3-inches (75 mm) around the perimeter of the tree bed. Remove any debris created in the spade edging process and disposed of as specified in Article 202.03."

Delete Article 253.11 and substitute the following:

"Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 4 inches (100 mm). Mulch shall not be in contact with the base of the trunk. No weed barrier fabric will be required for tree and shrub planting unless otherwise noted on the drawings. Pre-emergent Herbicide will be used instead of weed barrier fabric in areas to receive hardwood mulch. The Pre-emergent Herbicide shall be applied prior to mulching. See specification for Weed Control, Pre-Emergent Granular Herbicide."

# WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

**Description.** This work shall consist of spreading a pre-emergent granular herbicide in mulched plant beds and mulch rings.

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

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

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

**Method of Measurement:** Pre-emergent granular herbicide will not be measured for payment.

**Basis of Payment:** This work will not be paid for separately and shall be included in the cost of the various trees, woody plant, and perennial plant pay items.

# AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012

Revised: April 1, 2016

Add the following Section to the Standard Specifications:

#### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

- **303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement.
  - **303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP) (Note	

- Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of  $\pm$  2.0 percent of the actual quantity of material delivered.
- **303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).
- **303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the

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

Add the following to Section 1004 of the Standard Specifications:

- "1004.07 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
  - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
  - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.
  - (c) Gradation.
    - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

	COARSE AGGREGATE SUBGRADE GRADATIONS					
Grad No.		Sieve Siz	ze and Percen	t Passing		
Grad 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

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

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

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

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

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

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

#### AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

This work shall be in accordance with Section 400 of the Standard Specifications, the details in the drawings, and the following special provision.

This work consists of the installation and removal of temporary ramps at all intersections and driveways in the total reconstructed areas. The width of the ramps shall match the street and driveway widths. The installation of the ramps shall be installed within the time constraints as follows:

- A. Intersection Ramps–By 5:00 P.M. of the same day after commencing the pavement removal at each intersection.
- B. Driveway Ramps–By 5:00 P.M. of the same day after commencing pavement removal contiguous to each driveway.

Revise Article 402.10 of the Standard Specifications to read:

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

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

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

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

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

Add the following to Article 402.12 of the Standard Specifications:

"If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the temporary ramp needed to construct the second or subsequent stages will not be measured for payment."

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

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

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

- (a) Upon construction of the temporary access, 60 percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining 40 percent of the pay item will be paid upon the permanent removal of the temporary access."

#### TEMPORARY SURFACE OVER TRENCH FOR UTILITY IMPROVEMENTS

This work shall be in accordance with Section 400 of the Standard Specifications, the details in the plans, and the following special provision.

This work consists of the installation and removal of temporary surface over excavated trenches for utility improvements prior to the temporary pavement or permanent surface restoration being installed.

The Contractor may use stone, steel plates, or any other means acceptable to the Engineer to maintain access. If stone is used and kept clean, it may be used in the construction of the driveways or roadway, with permission of the Engineer.

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

The aggregate surface course shall be constructed flush with the existing surface grade.

(a) In sidewalks. The minimum compacted thickness shall be 4 in. (150 mm) if stone is used.

Maintaining the temporary surface over trench shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary surface. When use of the temporary surface over trench is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

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

"Temporary surface over trench will not be paid for separately but shall be included in the cost of the utility pipe. If a trench is to be excavated under multiple stages, the temporary surface over trench needed to construct the second or subsequent stages will not be measured for payment."

# PREPARATION OF BASE

Delete article 358.06 and replace with the following;

"Preparation of base will not be measured for payment."

Delete article 358.07 and replace with the following;

"Preparation of base will not be paid for separately and shall be included in the cost of binder course."

# HMA MIXTURE DESIGN REQUIREMENTS (D-1)

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

# 1) Design Composition and Volumetric Requirements

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

"MINIMUM COMPACTED LIFT THICKNESS			
Mixture Composition Thickness, in. (mm)			
IL-4.75	3/4 (19)		
SMA-9.5, IL-9.5, IL-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 <sup>1/</sup>
J	IL-9.5	CA 16, CA 13 <sup>3/</sup>
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16
	Stabilized Subbase	
	or Shoulders	
SMA <sup>2/</sup>	1/2 in. (12.5mm)	CA13 <sup>3</sup> /, CA14 or CA16
	Binder & Surface	
	IL 9.5	CA16, CA 13 <sup>3/</sup>
	Surface	

- 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) <sup>1/</sup> ;	
	HMA Shoulders <sup>2/</sup>	

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

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

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

Item	Article/Section
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	1003.03
(c) RAP Material	
(d) Mineral Filler	1011
(e) Hydrated Lime	
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

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

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

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

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

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

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

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

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) 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 Ago	gregate	Voids Filled	
		(VMA),		with Asphalt Binder	
		% minimum			
Ndesign			IL-4.75 <sup>1/</sup>	(VFA), %	
	IL-19.0	IL-9.5		%	
50			18.5	65 – 78 <sup>2/</sup>	
70	13.5	15.0		65 75	
90	13.5	13.0		65 - 75	

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

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

"(3) SMA Mixtures.

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

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted.

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For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

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

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

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

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

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

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

# 2) Design Verification and Production

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

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

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

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

# Illinois Modified AASHTO T 324 Requirements 1/

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

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<sub>mb</sub>."

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

# PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"

<u>Description</u>. This work shall consist of constructing Portland cement concrete driveway pavement of the thickness specified in accordance with the applicable portions of Section 423 of the Standard Specifications and the details shown in the specifications.

# General.

The driveway pavement shall be constructed on a compacted 2"-thick layer of subbase stone having a gradation of CA-6.

<u>Basis of Payment</u>: This work will be measured and paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT of the thickness specified. The cost of the subbase stone and any excavation required to construct the driveway as specified shall be included in the cost of this pay item.

# PORTLAND CEMENT CONCRETE SIDEWALK, 5", SPECIAL

<u>Description</u>. This work shall be in accordance with Section 424 of the Standard Specifications, the details in the drawings, and the following special provision.

<u>General</u>. The thickness of the sidewalk shall be increased to 6" across the width of residential driveways and 8" across the width of commercial, park, school, and church driveways. No additional compensation will be provided for the increase in thicknesses across driveways. The thickness of the sidewalk shall be increased to 8" adjacent to brick pavers. No additional compensation will be provided for the increase in thicknesses across driveways or adjacent to brick pavers.

Sidewalk shall be constructed on a compacted 2"-thick layer of subbase granular material, type B having a gradation of CA-6. The cost of the subbase stone shall be included in the cost of this pay item.

The sidewalk shall be constructed with contraction joints spaced evenly at 5' intervals. The contraction joints shall be 1" in depth and may be either saw cut or tooled at the time of finishing.

<u>Basis of Payment</u>: This work will be measured and paid for at the contract unit price per square foot of PORTLAND CEMENT CONCRETE SIDEWALK, 5", SPECIAL.

# **DETECTABLE WARNINGS (SPECIAL)**

<u>Description</u>. This work shall consist of constructing a surface of truncated domes in accordance with the applicable portions of Section 424 of the Standard Specifications and drawing details, except as modified herein.

# 424.02 Materials. Add the following;

**(c)** Cast iron detectable warning plates shall be Duralast, manufactured by EJ, meeting requirements of ASTM A48. The coating shall be powder coated Brick Red RAL3016. Shop drawings shall be submitted to the engineer for approval before installation.

<u>Basis of Payment</u>: This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS (SPECIAL) and shall include the cost of the tile and installation.

#### STORM SEWER ADJACENT TO OR CROSSING WATER MAIN

Effective: February 1, 1996 Revised: January 1, 2007

This work consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. The material and installation requirements shall be according to 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; which may include concrete collars and encasing pipe with seals if required.

Pipe materials shall meet the requirements of Sections 40 and 41-2.01 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", except PVC pipe will not be allowed. Ductile-Iron pipe shall meet the minimum requirements for Thickness Class 50.

Encasing of standard type storm sewer, according to the details for "Water and Sewer Separation Requirements (Vertical Separation)" in the "STANDARD DRAWINGS" Division of the "Standard Specifications for Water and Sewer Main Construction in Illinois", may be used for storm sewers crossing water mains.

**Basis of Payment**: This work will be paid according to Article 550.10 of the Standard Specifications, except the pay item shall be STORM SEWERS, WATER MAIN QUALITY PIPE, of the type and diameter specified.

#### PIPE CULVERT REMOVAL

Add the following to Article 501.06 Method of Measurement.

The void in the trench left from removing the existing pipe culvert shall be filled with trench backfill material.

Add the following to Article 501.07 Basis of Payment

Trench backfill will not be paid for separately but shall be included in the cost of the PIPE CULVERT REMOVAL.

# REINFORCED CONCRETE PIPE TEE, REDUCERS, & ELBOWS

**Description.** This work shall consist of furnishing and installing a reinforced concrete pipe tee, reducers, elbows, and risers in accordance with Section 542, 550, 602, & 604 of the Standard Specifications, the details in the plans, and the following special provision.

**General.** The work shall be performed according to IDOT Standard Drawings 542601 Reinforced Concrete Pipe Elbow, 542606 Reinforced Concrete Pipe Tee and applicable frame and lid/grate highway standard. 48" risers, cones, and flat slabs shall be according to 602401-04 Precast Manhole Type A 4' Diameter and have manhole steps according to 602701-02 Manhole Steps.

#### Method of Measurement and Basis of Payment.

When specified on the plans, reinforced concrete pipe tee with risers, frames, lids, and grates shall be measured and paid for at the contract unit price each for REINFORCED CONCRETE PIPE TEE, of the pipe diameter, riser diameter, and/or frame and lid/grate specified. The price shall include all bedding and trench backfill material, cone, flat slab, steps in riser, adjustment rings, rubber gaskets, and other pertinent work and materials as identified in the applicable sections of the Standard Specifications.

Reinforced concrete pipe tee with lateral shall be measured and paid for at the contract unit price each for REINFORCED CONCRETE PIPE TEE, of the pipe and lateral diameter specified. The price shall include all bidding and trench backfill material, rubber gaskets, and other pertinent work.

Reinforced concrete pipe reducers shall be measured and paid for at the contract unit price per each for REINFORCED CONCRETE PIPE REDUCER, of the two pipe diameters specified. The price shall include all bidding and trench backfill material, rubber gaskets, and other pertinent work.

Payment limits for storm sewers shall end at the outside joint of the pipe tees, elbows, and laterals.

#### STEEL CASING PIPE IN TRENCH

**Description.** This work shall be in accordance with Sections 20, 23, and the standard drawings of the SSWSC and 550 of the Standard Specifications, and the following special provision. This work shall consist of installing a steel casing pipe in trench around a new water main, sanitary sewer, or storm sewer where indicated on the plans.

**Materials.** The steel casing pipe shall have a wall thickness designed for the anticipated loads it will experience and meet the requirements as noted in Section 23-3.02B of the SSWSC.

**Construction Method.** The carrier pipe is to be placed inside the steel casing pipe with prefabricated spacers or on hardwood blocks which are shaped to fit both the steel casing pipe

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and carrier pipe. At least two spacers or blocks shall be provided for each length of rigid pipe and three spacers or blocks for flexible pipe. They shall be banded to the barrel of the carrier pipe so they are parallel to the longitudinal centerline.

After the installation of the steel casing pipe, the annular space between the steel casing pipe and the carrier pipe shall be filled with blown pea gravel. In all cases, the ends of the casing pipe shall be sealed with brick and mortar, concrete, or synthetic seals specifically made for this purpose.

Bedding, haunching, and initial backfill for the steel casing pipe shall be well compacted gradation CA-6 aggregate, which shall extend from six inches below the bottom of casing to 12 inches above the top of casing.

**Method of Measurement & Basis of Payment.** This work will be measured and paid for at the contract unit price per foot of STEEL CASING PIPE IN TRENCH of the diameter specified. This price shall include steel casing pipe, welding of joints, pipe spacers, pea gravel, brick and grout, excavation, sheeting, bracing, shims, chocks, lubricants, disposal of surplus materials, bedding, haunching, initial backfill and other miscellaneous items and labor needed to complete the work as specified.

Payment for the carrier pipe to be placed inside of casing pipe shall be made separately at the unit bid price for the carrier pipe.

# **DUCTILE IRON WATER MAIN**

Add the following to Article 561.01

**Description.** This work shall be in accordance with Sections 20, 40, 41, and standard drawings of the SSWSC, and 561 of the Standard Specifications, the details in the plans, and the following special provision.

**562.02 Materials.** Materials shall meet the specifications of Section 40 of the SSWSC and the following;

40-2.01 PIPE MATERIALS

Add the following paragraph to this section:

All pipe and materials used in performance of the work shall be clearly marked as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

# 40-2.01B DUCTILE IRON PIPE

Replace this section with the following:

All water main pipe shall be ductile iron, minimum Pressure Class 350 psi, designed in accordance with ANSI/AWWA C151/A21.51, or as required by ANSI/AWWA C150/A21.50 for various depths. All joints shall be gasketed bell and spigot type push-on Tyton joints accordance with ANSI/AWWA C111/A21.11. Interior and exterior of pipe shall have a bituminous coating, as specified in AWWA C151. Inner surfaces of all ductile iron water piping shall have a cement mortar lining in accordance with the requirements of AWWA C104. Type of pipe shall be clearly marked

on pipe by manufacturer.

All buried ductile iron piping and fittings shall be polyethylene encased in accordance with AWWA C105. Polyethylene encasement shall be a minimum 8 mil thickness. Any rips or punctures shall be repaired prior to backfilling pipe.

In cases where corporation stops are to be tapped into mains, pipe wall thickness shall be furnished as specified in AWWA C151 to provide engagement of four threads, or pipe saddles shall be furnished as approved by the manufacturer.

# 40-2.05A CAST IRON OR DUCTILE IRON PIPE FITTINGS

Replace this section with the following:

All standard water main pipe fittings sizes 3 inches through 24 inches shall be ductile iron Class 350 psi conforming to requirements of ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/21.11. All water main fittings shall have a cement mortar lining in accordance with the requirement of ANSI/AWWA C104/A21.4. Fittings shall be furnished with a rated working pressure of 150 psi. All fitting joints shall be mechanical joint.

"MEGALUG®" retainers shall be used at all connections of water mains to bends, tees, crosses, reducers, and other fittings. All mechanical joints shall have a minimum of six (6) "Sac-Nuts".

Special fittings shall be furnished and installed as shown on the plans and as specified. CONTRACTOR shall be responsible for furnishing and installing all fittings necessary to construct the water main and appurtenances in the locations shown in the plans at the specified depth of bury and for making all necessary connections to existing mains.

# 41-2.02 EXCAVATION, BACKFILL, AND CLEAN UP DEPTH OF PIPE COVER

Replace the second paragraph with the following:

The minimum depth of cover for water main and water service lines shall be 5.0 feet below existing ground or the proposed grade to the crown of the pipe. The depth shall be increased as shown on the plan and profile sheets or as necessary to avoid conflict with other utilities at no change in bid price. Deviation from grade shall not exceed ±0.1 feet. Special care shall be taken with regard to grade in the vicinity of existing and planned utility crossings.

# 41-2.04 LAYING OF PIPE ON CURVES

Add the following paragraph to this section:

No additional payment will be allowed for water main fittings. The cost of all water main fittings shall be considered incidental to the cost of the water main piping.

# 41-2.10 THRUST BLOCKING

Replace the first, second, and sixth paragraphs in this section with the following:

Water main shall be installed in accordance with AWWA C600 for iron pipe. All plugs, caps, tees, hydrants, bends, and other fittings for water mains shall be provided with restrained joints.

The minimum length of pipe to be restrained shall be as shown in the following table:

Fitting	Minimum Length - Ft
90 Degree Bend (6 inches)	19
90 Degree Bend (8 inches)	25
45 Degree Bend (6 inches)	8
45 Degree Bend (8 inches)	11
22 1/2 Degree Bend (6 inches)	4
22 1/2 Degree Bend (8 inches)	5
11 1/4 Degree Bend (6 inches)	2
11 1/4 Degree Bend (8 inches)	3
Fire Hydrant Leads	All Joints
End of Line Tees (6 inches)*	16 (Along Branch)
End of Line Tees (8 inches)*	37 (Along Branch)
Reducer 8x6 inches	38 (Along Larger Side)
45 Degree Vertical Offset (6 inches)**	28 (Upper) / 4 (Lower)
45 Degree Vertical Offset (8 inches)**	37 (Upper) / 6 (Lower)
22 1/2 Degree Vertical Offset (6 inches)**	14 (Upper) / 2 (Lower)
22 1/2 Degree Vertical Offset (8 inches)**	18 (Upper) / 3 (Lower)
11 1/4 Degree Vertical Offset (6 inches)**	7 (Upper) / 1 (Lower)
11 1/4 Vertical Offset (8 inches)**	9 (Upper) / 2 (Lower)
Dead End (6 inches)	68
Dead End (8 inches)	89

<sup>\*</sup>Restrained run length on tees assumed 5 feet on each side of fitting

This table assumes horizontal orientation of fittings, 150 psi test pressure plus a 100 psi water hammer allowance, poly-wrapped ductile iron pipe, and a 5-foot bury. Lengths shall be adjusted for other conditions and fittings.

Pipe restraint fittings shall be provided as follows:

a. For ductile iron pipe with ductile iron mechanical joints MEGALUG® Series 1100 or 1100SD, by EBAA Iron Sales, Inc., Series 3000 or 3000S by Star Pipe Products.

Gland body, wedges, and wedge actuating components shall be ductile iron conforming to ASTM A536 Grade 65-45-12. Bolts and tie rods shall be high-strength low-alloy steel conforming to AWWA C111.

Gaskets that include metal locking segments vulcanized into the gasket to grip the pipe to provide joint restraint are not acceptable.

<sup>\*\*</sup>Low side depth of vertical offsets assumed to be 10 feet

#### 41-2.14A PRESSURE TEST

Delete this section and refer to leakage test.

#### 41-2.14C LEAKAGE TEST

Replace paragraph (1) with the following:

As part of the construction, water mains shall be pressure and leakage tested in accordance with this section. All testing shall be performed before curb and gutter or other permanent type surface improvement work begins. OWNER and ENGINEER shall be notified at least 24 hours before the test. The filling of the water main shall be at a rate set by OWNER with all hydrants and whips in the open position and slowly closed in the order in which water appears. A form documenting the test procedure and results shall be signed by CONTRACTOR and OWNER's representative witnessing the test.

All newly-laid pipe shall be subjected to a hydrostatic pressure of 150 pounds per square inch, in accordance with AWWA C-600. Duration of each pressure test shall be for a period of not less than two hours. Each valved section of pipe shall be filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe. Before applying the specified test pressure, all air shall be expelled from the pipe. All leaks shall be repaired until tight. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced and the test repeated until satisfactory results are obtained.

All testing shall be performed before the installation of water service lines.

All materials, work, and equipment necessary for this work shall be furnished by CONTRACTOR and considered included in the contract unit prices for water main pay items.

# 41-2.15 DISINFECTION OF WATER MAIN

Replace the first paragraph with the following:

Disinfection of the water main shall be accomplished in accordance with Illinois Environmental Protection Agency requirements. Disinfection of water main will not be paid for separately, but will be included in the contract unit prices for water main pay items.

Delete Articles 561.03(a) and 561.03(b) of the Standard Specifications and refer to Sections 20 and 41 of the SSWSC.

**562.03 General.** Add the following;

20-1A METHOD OF PAYMENT

Add the following section:

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All trench excavation, except rock excavation as defined in Section 20-2, shall be included in the cost of the pipe or associated structure being installed and will not be measured separately for payment.

#### 20-2 DEFINITIONS

Final Backfill: Final backfill shall consist of backfilling from the top of initial backfill to the natural or finished surface line or to the underside of proposed pavement base.

# 20-3.01 FOUNDATION, BEDDING, AND HAUNCHING

Replace this section with the following:

Foundation, bedding and haunching material shall be gradation CA-6 meeting the Standard Specifications. For polyethylene encased water main pipe, foundation, bedding and haunching material shall be gradation FA-2 meeting the Standard Specifications.

#### 20-3.02 INITIAL BACKFILL

Initial backfill material shall be gradation CA-6 meeting the requirements of the standard specifications. For polyethylene encased water main pipe, initial backfill shall be gradation FA-2 meeting the Standard Specifications.

#### 20-4.04 REMOVAL OF WATER

Add the following paragraphs to this section:

CONTRACTOR shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. Prior to dewatering, CONTRACTOR shall take into account the effect of its proposed dewatering operation on existing private water supply systems and shall make arrangements with property owners for protecting their supplies or providing alternative supply.

In areas where continuous operation of dewatering pumps is necessary, CONTRACTOR shall avoid noise disturbance to nearby residences to the greatest extent possible.

Any permits necessary for the dewatering operations shall be obtained and paid for by CONTRACTOR.

No extra payment will be made for dewatering of the trench.

The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work, and for forming of all dams, digging sumps or pump wells, bailing, and pumping shall be borne by CONTRACTOR.

Dewatering discharges shall be provided with erosion control filters to remove sediments and to protect open drainage ways and surface waters. Erosion control filters required for dewatering operations will not be paid for separately and shall be included in the cost of the water main pay items.

# 20-4.05 TRENCH EXCAVATION, FOUNDATION, BEDDING AND HAUNCHING

Replace the second sentence in the ninth paragraph in this section with the following:

Haunching shall extend for the entire width of the trench and length of the pipe for all pipe materials at all locations.

Add the following to the fourth paragraph of this section:

Unsuitable soils shall be brought to the attention of ENGINEER prior to removal. No payment shall be made for foundation material where the unsuitable soils have not been viewed by ENGINEER.

Add the following to the end of this section:

Excavation By Hand or Machine

The elevations shown for existing work and ground are reasonably correct, but are not guaranteed to be absolutely accurate. No extras will be allowed because of variations between plans and actual grades.

The trench shall be excavated so the pipe can be laid to the alignment and depth required. The trench shall not be excavated more than 100 feet in advance of pipe laying.

Prior to all excavating, CONTRACTOR shall become thoroughly familiar with the site and site conditions.

Deviations Occasioned by Structures or Utilities

CONTRACTOR shall accurately locate and record abandoned and active utility lines rerouted or extended on project record plans.

20-4.06B FINAL BACKFILL

Add the following to the second paragraph.

Select granular backfill material shall be trench backfill meeting the requirements of the Standard Specifications.

Delete the table in paragraph (1), Method 1, and add the following to the end of this paragraph:

Consolidation shall be achieved by use of vibratory plate compactors, self-propelled hydrostatic drum compactors, or backhoe operated hydraulic compactors. The lift height shall not exceed 8 inches for vibratory plate compactors. Lift height shall not exceed the following for self-propelled hydrostatic drum compactors and backhoe operated hydraulic compactors: For loam clay soils (18 inches), for loam soils (24 inches), and for granular soils (36 inches). Smaller lift heights shall be provided as necessary to achieve the degree of compaction required.

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Compaction density shall be a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test (ASTM D1557).

Backfill material not meeting compaction requirements shall be recompacted by CONTRACTOR at no cost to OWNER. Cost for additional testing required on recompacted materials shall be at CONTRACTOR's expense.

Delete Methods 2 and 3 in their entirety. Ponding and jetting are not acceptable methods for compaction. Trench backfill shall be compacted in accordance with Method 1."

Add the following paragraphs to the beginning of this section:

All trenches shall be backfilled using specified material so that excessive lengths of trench are not left open. In general, the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.

In all areas, the backfill shall be left below the original surface to allow for placement of crushed aggregate surfacing, plus any pavement replacement required. If settlement occurs, CONTRACTOR shall restore the surface improvements at its own expense to maintain the finished surface.

If during the progress of work, existing mains, sewer, and conduits or pipes are exposed in an unsupported condition, either the backfill beneath them shall be mechanically consolidated, or bedding material shall be placed beneath, around, and to a point six (6) inches over them to provide full support.

CONTRACTOR may backfill with the excavated material, provided that such material consists of loam clay, sand, gravel or other materials, which are suitable for backfilling.

All backfill material shall be free from cinders, ashes, refuse, vegetable or organic matter, boulders, rocks or stone, frozen lumps, or other such deleterious, unsuitable material. However, from one foot above the top of the pipe to the street subgrade, material containing stones up to eight inches in their greatest dimension may be used, unless otherwise specified.

### 20-5 MEASUREMENT AND PAYMENT

Add the following at the end of this section:

Bedding, haunching, and initial backfill for all piping on the project shall be considered included in the cost of the pipe and will not be measured separately for payment.

# 20-5.03A SELECT GRANULAR BACKFILL AS INITIAL BACKFILL

Replace this section with the following:

Regardless whether flexible or rigid pipes are used, the selected granular material required for initial backfill will not be eligible for payment but shall be considered as included in the cost of the pipe being installed.

### **561.05 Basis of Payment.** Delete the first paragraph add the following;

This work will be measured and paid for at the contract unit price per foot of DUCTILE IRON WATER MAIN of the diameter specified. This price shall include all bends, tees, crosses, reducers, plugs, fittings, thrust blocks, retainer glands, encasement, chlorination, pressure and leakage testing, bedding material, haunching material, initial backfill material, labor and equipment necessary to construct the water main as specified herein.

### WATER SERVICE CONNECTION

**Description.** This work shall consist of constructing a new one-inch water service line, new curb stop in box, new corporation stop, and connecting the new water service to the proposed water main. This work shall be in accordance with Sections 20, 40, 41, the DUCTILE IRON WATER MAIN special provision, the standard drawings of the SSWSC, the details in the plans, and the following special provision.

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

Water service pipe shall meet Standard Sewer and Water Specifications Section 40-20.6A COPPER SERVICE PIPE. All copper service lines shall have flare or compression joints at the curb stop.

# 40-2.06C STOPS AND FITTINGS

Add the following:

Corporation stops shall be plug style with flare or compression fittings and shall be Mueller H15000N (1-inch).

Curb stops size shall be 1-inch and be ball style and may be flare or compression fitting. When utilizing AWWA taper by copper flare, curb stops shall be Mueller H1515 for copper services and conform to Section 42-2.01, above, for ductile iron services.

Curb/Service boxes shall be Mueller H10302 or H10304 for copper services.

**General.** All components of the water service shall be for a one-inch diameter water service line. The proposed service line shall extend to the existing right-of-way line, and the new curb stop in box shall be installed 6-inches inside the right-of-way line within 5-station feet of resident's existing dry wells. The Contractor has the option to install the water services via open cutting or trenchless construction.

**Method of Measurement & Basis of Payment.** Water service connection shall be measured and paid for at the contract unit price per each of WATER SERVICE CONNECTION (SHORT) and WATER SERVICE CONNECTION (LONG).

WATER SERVICE CONNECTION (SHORT) will be paid for when the water service line extends from the new water main to the right-of-way and does not cross the proposed Dove Drive alignment.

WATER SERVICE CONNECTION (LONG) will be paid for when the water service line extends from the new water main across the proposed Dove Drive alignment to the right-of-way.

The unit price bid shall include all labor, equipment, materials, excavation, bedding, haunching, initial backfill, final backfill, trench backfill, connection of water service line to corporation stop, corporation stop, curb stop, curb box, capping of water service, trenchless construction, and copper service piping. The unit price bid by the contractor will not be adjusted for the type of construction being utilized for the work.

# STORM SEWER REMOVAL

**Description.** This work shall be in accordance with Section 551 of the Standard Specifications, the details in the drawings, and the following special provision.

**Method of Measurement.** All storm sewer removal shall be measured for payment in place per foot regardless of size, location, or material. Any excavation required to remove the storm sewer shall be included in the cost of this pay item. The trench shall be backfilled with trench backfill material.

**Basis of Payment.** This work shall be paid for at the contract unit price per foot for STORM SEWER REMOVAL, which price shall include all materials, labor, trench backfill, and equipment necessary to complete the work as specified.

### FIRE HYDRANTS TO BE REMOVED

**Description.** This work shall consist removing existing fire hydrants. The shall be in accordance with the SSWSC and standard details and the following special provision and the following;

CONTRACTOR shall remove and dispose of fire hydrants and auxiliary valve in box assemblies a minimum of 2 feet below the existing or proposed finished ground surface The fire hydrant lead shall be abandoned in place by capping the end. The void space created from removing the assemblies should be backfilled with trench backfill material meeting the requirements of Section 208.

# Method of Measurement and Basis of Payment.

This work shall be measured and paid for at the contract unit price per each FIRE HYDRANTS TO BE REMOVED and shall include all labor and materials including trench backfill needed to backfill the trench. Surface restoration will be paid for separately.

# FIRE HYDRANT WITH AUXILIARY VALVE AND BOX

<u>Description</u>: This work shall consist of installing a new fire hydrant with lead and auxiliary valve and box. This work shall be in accordance with Sections 20, 40, 42, 44, 45, and the standard drawings of the SSWSC, Article 564 of the Standard Specifications, and the following special provision.

# 44-3.02 CAST IRON VALVE BOXES

Add the following to this section:

Valve boxes shall be 5 1/4-inch Tyler/Union Series 6850 screw type cast iron valve box, Model 664S and embossed "WATER".

### 45-2.02 HYDRANT DETAILS

Add the following to this section:

All fire hydrants shall be Mueller Super Centurion 200 conforming to AWWA C-502 with 5 1/4-inch main valve opening counter-clockwise, two 2 1/2-inch National Standard nozzle connections, and one 4 1/2-inch National Standard nozzle connection. The hydrant shall be installed with a mechanical joint swivel tee with a mechanical joint swivel gland. The auxiliary valve shall be flanged to the fire hydrant and to be of the same manufacturer as the fire hydrant.

# **45-2.04 PAINTING**

Add the following to this section:

# **Surface Preparation:**

All surfaces shall be particle blasted to remove all rust, scale, and existing paint in accordance with the *Society of Protective Coatings SSPC SP-6 Commercial Blast* for steel. Do not use hydrocarbon solvents for cleaning. Temperature must be a minimum of 50 degrees and rising, with a maximum humidity of 85% prior to priming or painting.

### Materials:

Prime Coat (Factory Hydrant): Sherwin Williams PRO-CRYL Primer - White.

Paint Coat (Factory Hydrat): Sherwin Williams KEM AQUA 400 with UV Absorbers; FEDERAL STD. COLOR 595B NO. 13591.

Prime Coat (In-Field Repaint): Sherwin Williams KEM BOND HS Primer - White.

Paint Coat (In-Field Repaint): Sherwin Williams SHER-CRYL HPA Gloss Enamel in FEDERAL STD. COLOR 595B NO. 13591.

Protective Coat: SHER-CLEAR 1K Waterborne Acrylic Clear Coat, Semi-Gloss.

#### Prime Coat:

Before any rusting occurs, one coat of primer shall be applied to all surfaces and be equal to a dry film thickness of 2.0-5.0 mils DFT. Prime coat must provide complete coverage without any show through of base metal. Village of Channahon personnel must inspect cleaned hydrant and approve Prime Coat materials prior to prime application.

### Paint Coat:

A minimum of two coats of paint coat shall be applied to all surfaces and be equal to a dry film thickness of 4.0-7.0 mils DFT. Paint coat must provide complete coverage without any show through of prime coat. Village of Channahon personnel must inspect primed hydrant and Paint Coat materials prior to paint application.

# **Protective Coat:**

A minimum of one coat of Protective Coat shall be applied to all surface and be equal to a film thickness of 1.0-2.0 mils DFT. Village of Channahon personnel must inspect painted hydrant and Protective Coat materials prior to protective coat application.

# **45-3 CONSTRUCTION DETAILS**

Add the following to this section:

The fire hydrant shall be installed with the flange break line at least 2 inches above finished grade and no more than 6 inches above finished grade.

A drainage pit 2 feet in diameter shall be excavated around each hydrant and filled completely with 3/4-inch washed gravel under and around the bowl of the drain opening. The drain field shall be covered with plastic or filter fabric to prevent migration of fines into the drain field.

Solid concrete base and thrust blocking shall be placed at the hydrant base. Care shall be taken so that the hydrant drain hole remains unobstructed.

CONTRACTOR shall furnish all necessary fittings in the fire hydrant lead to install the fire hydrant in a plumb condition at locations shown in the plans and at the specified depth of bury. The pumper nozzle of all fire hydrants shall be installed with the nozzle pointing toward the street unless otherwise noted. ENGINEER reserves the right to alter the location of fire hydrants from that shown in the plans.

CONTRACTOR shall verify depth of bury for each fire hydrant, CONTRACTOR shall provide vertical and horizontal extensions as necessary for fire hydrant to match into the surrounding ground or elevation at the location noted on the plans.

**Method of Measurement and Basis of Payment:** This work shall be measured and paid for at the contractor unit price per each FIRE HYDRANT WITH AUXILIARY VALVE AND BOX and shall include all labor and materials as described including fire hydrant tee, swivel, water main lead, auxiliary valve in box, fire hydrant, drainage pit, concrete base, thrust blocking, vertical and horizontal extensions, and mechanical joints.

#### **GATE VALVE WITH VAULT**

**Description.** This work consists of furnishing and installing a gate valve in a vault or gate valve in a box. The work shall be in accordance with Sections 42, 44, and standard drawings of the SSWSC, and the following special provision.

# 42-2.01 MANUFACTURE AND MARKING

Add the following to this section:

Valves 12-inches and smaller shall be epoxy-coated resilient wedge gate valves meeting the requirements of AWWA C509 cast iron ductile iron, resilient seat, non-rising stem, counter-clockwise to open, 250 psi working pressure with O-ring packing box, EJ or

Mueller A-2360-23. Valves 14-inches and larger shall be epoxy-coated iron body, rubber seat, butterfly valves, counter clock-wise to open.

#### **42-3 END CONNECTIONS**

Replace this section with the following:

All water main valves shall have mechanical joint ends unless otherwise specified. Meg-A-Lug retainer glands, series 1100 by EBBA Iron, Inc. shall be used on all mechanical joint valve ends.

#### 44-3.01 VALVE VAULTS OR CHAMBERS

Add the following to this section:

Valve vaults shall be of precast reinforced concrete conforming to ASTM C-478.

For 6-, 8-, 10-, and 12-inch- diameter valves, valve vaults shall have a 48-inch inside diameter. For pressure connections and valves 16-inch and larger, valve vaults shall have a 60-inch inside diameter. No more than two precast concrete adjusting rings with 6 inches total maximum height shall be allowed for adjustment of each valve vault casting.

Valve vaults requiring offset cones shall be positioned so that neither the inside of cone nor the manhole steps will interfere with the operation of the valve.

When either groundwater or surface water is present in manhole excavations, it shall be removed to a level at least four inches below the bottom of the precast or poured-in-place bottom and 4 inches of bedding material shall be installed. The manhole excavation shall be leveled to provide a firm foundation for precast bottoms.

Manhole frame and cover shall be EJ Model 1020 and 1020A HD, embossed "WATER" and "VILLAGE OF CHANNAHON."

Manhole steps shall be EJ 8518 or steel reinforced plastic conforming to OSHA standards, 16 inches on center. The top step shall be located 10 inches or less from the top of the cone section. Manhole steps shall be inserted in manhole riser, cone, and flat slab sections prior to initial set of the concrete in accordance with ASTM C-478, and shall have maximum embedment and pull-out resistance in accordance with ASTM C-478.

**Method of Measurement and Basis of Payment:** Gate valves and vaults shall be measured and paid for at the contractor unit price per each GATE VALVE WITH VAULT of the valve size and vault diameter specified.

# **VALVE VAULTS TO BE ADJUSTED**

**Description:** This work consists of adjusting existing water main vaults. The work shall be in accordance with the SSWSC and standard drawings, and the following special provision.

Adjustment of existing valve vaults within the paving limits of the street, which require adjustment, shall be adjusted to match the finished surface. Adjustments shall not be made greater than

48 hours prior to the anticipated time of paving. No more than two precast adjusting rings, with six-inch maximum total height adjustment, shall be allowed. Valve vaults requiring offset cones shall be positioned so that neither the inside of the cone nor the manhole steps will interfere with the operation of the valve.

Adjustments shall be performed as called for in Section 602 and 603 of the IDOT SSRBC. CONTRACTOR shall furnish Class 1 barricades with flashers on all adjusted castings until paving has been completed. Upon completion of paving operations, CONTRACTOR shall check all casting and grates to insure that the lids are clean and operational.

**Method of Measurement and Basis of Payment:** Adjustment of existing valve vaults shall be measured and paid for at the contractor unit price per each VALVE VAULTS TO BE ADJUSTED and shall include all labor and materials including excavation, removing the frame and lids, and adjusting the frame and lids. All excavation and items removed shall be properly disposed of. Surface restoration will be paid for separately.

#### VALVE VAULTS TO BE REMOVED

**Description:** This work consists of removing existing water main vaults and valves inside the vault. The work shall be in accordance with the SSWSC and standard drawings, and the following special provision.

Abandonment of existing valve vaults shall be performed by removing and disposing of the vault and filling the trench void with CA-7 aggregate or sand. OWNER shall have right of first refusal for all existing vault frames and lids. OWNER-rejected frames and lids shall be disposed by CONTRACTOR. No removal shall take place until the new main has been tested and accepted, and until all services have been connected to the new main.

**Method of Measurement and Basis of Payment:** Existing water vaults shall be measured and paid for at the contractor unit price per each VALVE VAULTS TO BE REMOVED and shall include all labor and materials including excavation, removing the vault, removing frame and lids, filling the trench with CA-7 aggregate, and placing CA-7 aggregate to the bottom of the proposed restoration. All excavation and items removed shall be properly disposed of. Surface restoration will be paid for separately.

### WATER MAIN REMOVAL

**Description.** This work shall consist of removing the existing water main and shall be in accordance with Section 551 of the Standard Specifications, the details in the drawings, and the following special provision.

**Method of Measurement.** All water main removal shall be measured for payment in place per foot regardless of size, location, or material. Any excavation required to remove the storm sewer shall be included in the cost of this pay item. The trench shall be backfilled with trench backfill material.

**Basis of Payment.** This work shall be paid for at the contract unit price per foot for WATER MAIN REMOVAL, which price shall include all materials, labor, trench backfill, and equipment necessary to complete the work as specified.

### **ABANDON EXISTING WATER MAIN**

**Description.** This work shall consist of abandoning the existing water main.

The existing water main to be abandoned shall be cut and capped on both open ends with 2 feet of concrete where indicated on the drawings. The excavated trench shall be backfilled with trench backfill according to Section 208. No abandonment shall take place until the new main has been tested and accepted, and until all services have been connected to the new main.

**Method of Measurement and Basis of Payment.** Abandoning existing water main shall be measured and paid for at a lump sum for ABANDON EXISTING WATER MAIN. The price shall include all labor, equipment, and materials necessary to complete the work including excavation, removals, disconnections, pipe sealing, concrete, and trench backfill. Surface restoration will be paid for separately.

### **CONNECTION TO EXISTING WATER MAIN**

**Description:** This work shall consist of connecting the new water main with the existing water main at locations shown on the plans. This work shall be in accordance with Sections 20, 40, 41, and the standard drawings of the SSWSC, the special provision for DUCTILE WATER MAIN and the following special provision.

### 41-2.11 CONNECTION TO EXISTING MAINS

Add the following to this section:

Where shown on the plans, CONTRACTOR shall make connections to existing mains. Connections shall be performed to minimize time that the distribution system is out of service, but in no case shall service be interrupted without prior 48 hours' notice to the ENGINEER and for more than four hours.

**Method of Measurement and Basis of Payment.** Connection to existing water main shall be measured and paid for at the contractor unit price per each CONNECTION TO EXISTING WATER MAIN of the existing water main diameter size specified. The unit price bid shall include all labor, equipment, excavation, bedding, haunching, initial backfill, removal of existing water main, fittings, reducers, couplings, thrust blocks, retainer glands, and tapping saddle.

# **EXPLORATORY EXCAVATION**

**Description:** This work shall be in accordance with Section 22 of the SSWSC excluding Sections 22-3 and 22-4 and the following special provision.

### 22-2 EXPLORATORY EXCAVATION-CONSTRUCTION DETAILS

Replace the first paragraph in this section with the following:

Excavations shall be made by CONTRACTOR as necessary to locate existing utilities within the project limits. Explored trenches shall be trench backfilled with CA-7.

**Method of Measurement & Basis of Payment:** Exploratory excavation and trench backfill associated with filling the trench will not be measured for payment and paid for separately and shall be included in the cost of the mobilization

# MANHOLES, CATCH BASINS, AND INLETS

**Description.** This work shall be in accordance with Section 602 of the Standard Specifications, the details in the drawings, and the following special provision.

**General.** Closed lids shall be embossed "STORM" in the middle of the lid and "VILLAGE OF CHANNAHON" on the outside of the lid according to the details in the plans. All structures shall be constructed in accordance with the details included herein.

Structures located within pavement shall have one rubber adjustment riser, Infra-Riser by EJ.

**Method of Measurement** and **Basis of Payment.** The work will be measured and paid for at the contract unit price per each for MANHOLES, CATCH BASINS, and INLETS of the type, diameter, and frame and lid/grate specified.

# MANHOLES, TYPE A, TYPE 11V FRAME AND GRATE

**Description.** This work shall be in accordance with Section 602 of the Standard Specifications, the details in the drawings, the Manholes, Catch Basins, and Inlets special provision, and the following special provision.

**General.** This work shall consist of constructing a Type A manhole with a flat slab and Type 11V frame and grate.

The materials shall be in accordance with Article 602.02 of the Standard Specifications.

The work shall be performed according to Section 602 of the Standard Specifications, IDOT Standard Drawings 602401 Manhole Type A, 602416-03 Manhole Type A, 602701 Manhole Steps, and 604056 Frame and Grate Type 11V.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the contract unit price each for MANHOLES, TYPE 11V AND GRATE of the diameter specified.

# DRY WELL, TYPE A

**Description.** This work shall be in accordance with Section 208, 602, and 1080 of the Standard Specifications, the details in the plans, the Manholes, Catch Basins, and Inlets special provision, and the following special provision.

**General.** This work shall consist of constructing a Dry Well according to the details in the plans and highway standards. The drywell shall have a Type A precast reinforced concrete flat slab.

The materials shall be in accordance with Article 602 of the Standard Specifications. Geotextile fabric shall meet the requirements of Article 1080.05.

The work shall be performed according to Section 602 of the Standard Specifications, IDOT Standard Drawings for Catch Basin Type A Precast Manhole Type A 7' Diameter, Precast Reinforced Concrete Flat Slab Top, Manhole Steps, and Type 1 Frame and Lid. All manhole concrete sections shall be precast reinforced concrete.

In accordance with the Metropolitan Water Reclamation District detail for dry wells, two feet below the lowest invert of the structure, 4" diameter weep holes shall be placed in two rows within the walls of the barrel spaced 16" on center. The structure shall be set on a precast reinforced concrete ring.

**Excavational and Backfilling.** In accordance with the Metropolitan Water Reclamation District detail for dry wells, the excavation shall be made 12" below the bottom of the precast reinforced concrete ring. In addition, the excavation shall be 12" wider than the outside of the barrel of the dry well. 12" of CA-7 shall be placed prior to setting the precast reinforced concrete ring and subsequent barrel sections. Woven geotextile fabric shall be placed along the outside of the structure and along the excavation beginning at the top weep hole to the bottom of the CA-7 base. The space between the excavation and the outer excavation and the outer surface of the dry well shall be backfilled with CA-7. The remaining space above the CA-7 shall be filled with either CA-6 or CA-7.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the contract unit price each for DRY WELL, TYPE A, of the structure diameter and frame and lid specified. The cost shall include all labor and materials including excavation, CA-6 and CA-7, woven geotextile fabric, precast reinforced concrete ring, barrel sections, steps, creation of weep holes, flat slab top, and frame and lid/grate.

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

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

Add the following to Article 603.02 of the Standard Specifications:

- (j) Temporary Rubber Ramps (Note 2)

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting $\pm$ 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

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

#### **REMOVING CATCH BASINS**

**Description.** This work shall be in accordance with Section 605 of the Standard Specifications, the details in the drawings, and the following special provision.

**General.** This work shall consist of removing utility structures including inlets, manholes, and catch basins in accordance with Section 605 of the Standard Specifications. The void in the ground left from removing the structure shall be filled with granular backfill meeting the requirements for trench backfill.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the contract unit price each for REMOVING CATCH BASINS and includes all labor, material, removal and disposal of the structure, earth excavation and trench backfill.

#### **TEMPORARY INFORMATION SIGNING**

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

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

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

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

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

#### GENERAL CONSTRUCTION REQUIREMENTS

### Installation.

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

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

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

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

### **Method of Measurement.**

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

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

# **Basis of Payment.**

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

### TRAFFIC CONTROL 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.

# 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:

701001-02	OFF-ROAD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5m) AWAY
701006-05	OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5m) 24" (600 mm) FROM PAVEMENT EDGE
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701311-03	LANE CLOSURE, 2L, 2W, MOVING OPERATION, DAY ONLY
701501-06	URBAN LANE CLOSURE 2L, 2W, UNDIVIDED
701801-06	SIDEWALK, CORNER OR CROSSWALK CLOSURE
701901-07	TRAFFIC CONTROL DEVICES

### **DETAILS**:

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

DISTRICT ONE TYPICAL PAVEMENT MARKINGS (TC-13)
DETOUR SIGNING FOR CLOSING STATE HIGHWAYS (TC-21)
ARTERIAL ROAD INFORMATION SIGN (TC-22)

#### SPECIAL PROVISIONS:

TRAFFIC CONTROL AND PROTECTION (ARTERIALS)
MAINTENANCE OF ROADWAYS
PUBLIC CONVENIENCE AND SAFETY
TEMPORARY INFORMATION SIGNING
EQUIPMENT PARKING AND STORAGE (BDE)
LIGHTS ON BARRICADE (BDE)

# REMOVE AND RELOCATE SIGN ASSEMBLY

**Description.** This work shall consist of removing, temporarily storing, and relocating sign assemblies and posts. This work shall be in accordance with Sections 724, 728, 729, and 730 of the Standard Specifications, the details in the drawings, and the following special provision

Where indicated in the plans, existing sign panels and posts shall be carefully removed by the Contractor and stored offsite until construction activities are complete near the location area. The sign post shall be driven into the ground at the new location per the applicable section of the Standard Specifications according to the existing post material.

**Method of Measurement and Basis of Payment.** This work will not be measured for payment and shall be included in the cost of mobilization.

# FRICTION AGGREGATE (D-1)

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination 5/:  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination <sup>5/</sup> :  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination <sup>5/6/</sup> :  Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Combination <sup>5/</sup> :  Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Combination <sup>5/</sup> :  Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup> Other Combinations Allowed:

Use	Mixture	Aggregates Allowed		
		Up to	With	
		25% Limestone	Dolomite	
		50% Limestone	Any Mixture D aggregate other than Dolomite	
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone	
HMA High ESAL	E Surface IL-9.5	Allowed Alone or in Com	ubination <sup>5/6/</sup> :	
	SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.		
		Other Combinations Allowed:		
		Up to	With	
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate	
		75% Dolomite <sup>2/</sup> Crushed Sandstone, Crushed Slag (ACBF) Crushed Steel Slag, o Crystalline Crushed Stone		
		75% Crushed Gravel <sup>2/</sup> or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag	
HMA	F Surface	Allowed Alone or in Com	bination <sup>5/6/</sup> :	
High ESAL	IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.		
		Other Combinations Allowed:		
		Up to	With	

Use	Mixture	Aggregates Allowed		
		50% Crushed Gravel <sup>2/</sup> , Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone	

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

# **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.

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

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

Type of Work (discipline)	Item	
	Fiber Optic Cable	

Within 30 calendar days after contract execution, the Contractor shall submit, for approval, one copy each of the manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated items). Submittals for the materials for each individual pay item shall be complete in every respect. Submittals which include multiple pay items shall have all submittal material for each item or group of items covered by a particular specification, grouped together and the applicable pay item identified. Various submittals shall, when taken together, form a complete coordinated package. A partial submittal will be returned without review unless prior written permission is obtained from the Engineer.

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

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

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

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

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

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

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

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 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.

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

**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

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 work provided under the contract for a period of six months after the date of acceptance with the following warranties and guarantees.

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

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

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

- Cover Sheet
- Summary of Quantities, electrical items only

- Legends, Schedules and Notes
- Plan Sheet
- Pertinent Details
- Single Line Diagram
- Other useful information useful to locate and maintain the systems.

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

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

The inventory shall include:

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

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.

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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.

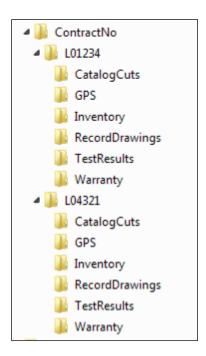
Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 20 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, 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:



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.

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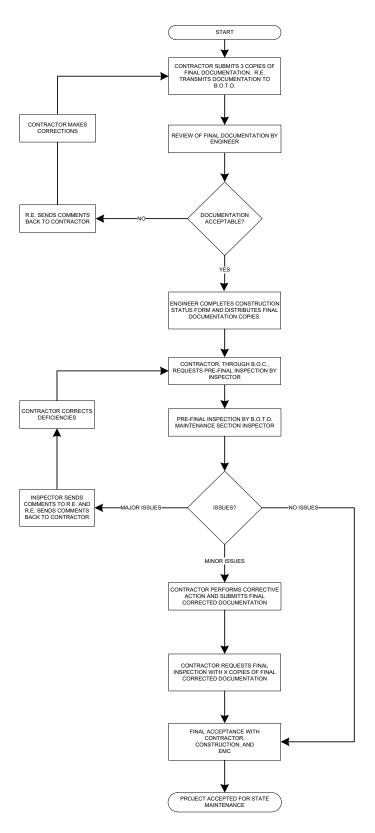
The Final Acceptance Documentation Checklist shall be completed and is contained elsewhere herein.

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.



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

### **General Notes:**

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

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

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

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

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

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

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

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

# CD LABEL FORMAT TEMPLATE.

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



# **LUMINAIRE SAFETY CABLE ASSEMBLY**

Effective: January 1, 2012

**Description:** This item shall consist of providing a luminaire safety cable assembly as specified herein and as indicated in the plans.

**Materials:** Materials shall be according to the following:

<u>Wire Rope</u>. Cables (wire rope) shall be manufactured from Type 304 or Type 316 stainless steel having a maximum carbon content of 0.08 % and shall be a stranded assembly. Cables shall be

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3.18 mm (0.125") diameter, 7x19 Class strand core and shall have no strand joints or strand splices.

Cables shall be manufactured and listed for compliance with Federal Specification RR-W-410 and Mil-DTL-83420.

Cable terminals shall be stainless steel compatible with the cable and as recommended by the cable manufacturer. Terminations and clips shall be the same stainless steel grade as the wire rope they are connected to.

<u>U-Bolts</u>. U-Bolts and associated nuts, lock washers, and mounting plates shall be manufactured from Type 304 or Type 316 stainless steel.

### CONSTRUCTION REQUIREMENTS

**General.** The safety cable assembly shall be installed as indicated in the plan details. One end of the cable assembly shall have a loop fabricated from a stainless steel compression sleeve. The other end of the cable assembly shall be connected with stainless steel wire rope clips as indicated. Slack shall be kept to a minimum to prevent the luminaire from creeping off the end of the mast arm. Unless otherwise indicated in the plans, the luminaire safety cable shall only be used in conjunction with luminaires which are directly above the traveled pavement.

**Basis of Payment:** This work shall be paid for at the contract price each for LUMINAIRE SAFETY CABLE ASSEMBLY, which shall be payment for the work as described herein and as indicated in the plans.

# **ELECTRIC UTILITY SERVICE CONNECTION (COM ED)**

Effective: January 1, 2012

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

# CONSTRUCTION REQUIREMENTS

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

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

The Contractor shall coordinate removal of existing beacon lights with Com Ed.

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

For bidding purposes, this item shall be estimated as \$3,000.

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

# **ELECTRIC SERVICE INSTALLATION**

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

**Materials.** Materials shall be in accordance with the Standard Specifications. Service disconnect shall be Square D part number D221NRB, Series E2, rated 30 amp, 240 VAC, and placed within three feed of ComEd pedestal. Service disconnect shall be mounted on a service connection pedestal, Milbank CP3B, rated 100 amp with no meter provision, or 204-38CPH, with mounting post 13 MHK71 that shall be buried three feed below grade with post and pedestal projecting three feet above grade.

# **CONSTRUCTION REQUIREMENTS**

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

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

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

**Basis of Payment.**\_This work will be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION, which shall be payment in full for the work specified herein.

### **UNDERGROUND RACEWAYS**

Effective: March 1, 2015

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04 of the Standard Specifications:

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

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

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

### **UNIT DUCT**

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

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

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

### General:

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

can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

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

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

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

# Dimensions:

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

Nominal Size		Nominal I.D.		Nominal O.D.		Minimum Wall	
mm	in	mm	in	mm	in	mm	in
31.75	1.25	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:

, = • • • • · · · · · · · · · · · · ·	

Aerial Flectric Cable Properties

Pha	se Conduct	or	Messenger wire		
Size	Stranding	Ave	rage	Minimum	Stranding
AWG		Insu	lation	Size	
		Thic	kness	AWG	
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

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

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

Revise Article 1066.04 to read:

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

Revise the second paragraph of Article 1066.05 to read:

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

# LUMINAIRE, LED, HORIZONTAL MOUNT, HIGH WATTAGE

<u>Description</u>. This work consists of furnishing and installing LED luminaire as specified herein. The following shall be in addition to applicable requirements of Section 821 of the Standard Specifications.

<u>General</u>. The luminaire, including the housing, driver and optical assembly, shall be assembled in the U.S.A. The luminaire shall both be assembled by and manufactured by the same manufacturer. The luminaire shall be in compliance with ANSI C136.37. LED light source(s) and driver(s) shall be RoHS compliant.

LED Luminaire classification shall be as follows: Type A fixtures shall be model ATBM D MVOLT R2 NLP7SH by American Electric Lighting or model ERL1010C340DGRAYAGIL(R) by General Electric. Luminaires shall be 4,000 K color temperature and shall include fixture-mounted photocell.

#### Submittal Requirements.

Contractor shall submit, for approval, an electronic version of all associated luminaire IES files and the TM-21 or TM-28 calculator spreadsheet with inputs and reports associated with the project luminaires. Contractor shall also provide (as a minimum) an electronic (PDF) version of each of the following manufacturer's product data for each type of luminaire:

- 1. Descriptive literature and catalogue cuts for luminaire, LED driver, and surge protection device.
- 2. LED drive current, total luminaire input wattage, and total luminaire current at the system operating voltage or voltage range at ambient temperature of 25 C.
- 3. LED efficacy per luminaire expressed in lumens per watt (lpw).
- 4. Initial delivered lumens at the specified color temperature, drive current, and ambient temperature.
- 5. Computer photometric calculation reports as specified and in the luminaire performance table.
- 6. TM-15 BUG rating report.
- 7. Isofootcandle chart with maximum candela point and half candela trace indicated.
- 8. Documentation of manufacturer's experience and verification that luminaires were assembled in the U.S.A. as specified.
- 9. Supporting documentation of compliance with ANSI standards and UL listing as specified.
- 10. Supporting documentation of laboratory accreditations and certifications for specified testing as indicated.

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

A sample luminaire shall be provided upon request of the Engineer. The sample shall be as proposed for the contract and shall be delivered to the District Headquarters.

# Manufacturer Experience.

The luminaire shall be designed to be incorporated into a lighting system with an expected 20-year lifetime. The luminaire manufacturer shall have a minimum of 33 years' experience manufacturing HID roadway luminaires and shall have a minimum of seven years' experience manufacturing LED roadway luminaires. The manufacturer shall have a minimum of 25,000 total LED roadway luminaires installed on a minimum of 100 separate installations, all within the U.S.A.

# Housing.

Material. The luminaire shall be a single device not requiring on-site assembly for installation. The power supply for the luminaire shall be integral to the unit.

Finish. Painted or finished luminaire surfaces exposed to the environment shall exceed a rating of six, according to ASTM D1654, after 1,000 hours of ASTM B117 testing. The coating shall exhibit no greater than 30% reduction of gloss, according to ASTM D523, after 500 hours of ASTM G154 Cycle 6 QUV® accelerated weathering testing.

Unless otherwise indicated in the drawings, the luminaire color shall be grey.

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

The housing shall be designed to prevent the accumulation of water, ice, dirt, and debris, and to ensure maximum heat dissipation.

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

The total weight of the luminaire(s) and accessories shall not exceed 75 pounds.

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

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

Vibration Characteristics. All luminaires shall be vibration tested and pass ANSI C136.31 requirements. Luminaires shall be rated for "3G" peak acceleration. Vibration testing shall be run using the same luminaire in all three axes.

Labels and Decals. All luminaires shall have labels in accordance with ANSI C136.15 for an external label, and ANSI C136.22 for an internal label.

The luminaire shall be Listed for wet locations by a U.S. Occupational Safety Health administration (OSHA) Nationally Recognized Testing Laboratory (NRTL) and shall be in compliance with UL 8750 and UL 1598. It shall be identified as such by the NRTL tag/sticker on the inside of the luminaire.

Hardware. All fasteners shall be stainless steel. Captive screws are required on any components that require maintenance after installation.

Internal Luminaire Electrical Connections. Quick-connect/disconnect plugs shall be supplied between the discrete electrical components within the luminaire such as the driver, surge protection device, and optical assembly for easy removal. The keyed quick-connect/disconnect plugs shall be operable without the use of tools while wearing insulated gloves.

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

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

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

#### Driver.

The driver shall be integral to the luminaire.

The driver shall tolerate indefinite open and short circuit output conditions without damage.

Ingress Protection. The driver Ingress Protection (IP) rating as defined in the ANSI/IEC 60529 standard shall have an IP66 rating.

Input Voltage. The driver shall be suitable for operation over a range of 120 to 277 volts or 347 to 480 volts as required by the system operating voltage.

Operating Temperature. The driver shall have an operating ambient temperature range of -40°C to 70°C.

Driver Life. The driver shall provide a life time of 100,000 hours at 25° C ambient.

Safety/UL. The driver shall be UL listed under Standard UL 1012.

Power Factor. Drivers shall maintain a power factor of 0.9 or higher and total harmonic distortion of less than 20%.

Driver efficiency. Efficiency of the driver is defined by the ratio of output power and input power. The driver shall deliver a maximum efficiency of greater than 90% at maximum load and an efficiency of greater than 85% for the driver operating at 50% power.

Electrical Interference. The driver shall meet the Electromagnetic Compatibility (EMC) requirements per FCC Title 47 Code of Federal Regulations (CFR) Part 15 Class A.

Thermal Fold Back. The driver shall reduce the current to the LED module if the driver is overheating due to abnormal conditions.

Dimming. The driver shall have dimming capability. The driver shall accept a dimming control signal that is compliant with the 0-10 V protocol in accordance with ANSI C136.37.

Leakage current. The driver shall comply with safety standards in accordance with IEC 61347-1.

The surge protection device shall be UL 1449 labeled as Type 4 and be an integral part of the luminaire. The SPD shall be compliant with ANSI C136.2-2014 (Draft).

# Thermal Performance.

Thermal Testing shall be provided as defined by ANSI/UL 1598. The luminaire shall start and operate in the ambient temperature range specified in the driver section. The maximum rated case temperature of the driver, LEDs, and other internal components shall not be exceeded when the luminaire is operated in the ambient temperature range specified.

Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation. Testing shall be submitted (whenever it is available) to show the maximum rated case temperature of the driver, LEDs, and other internal components are not exceeded when the luminaire is operated with the heat sink filled with debris.

# LED Optical Assembly.

The LED optical assembly shall be a scalable array consisting of discrete LED panels or modules. Each panel or module shall have a minimum IP rating of 66.

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

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

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

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

#### Photometric Performance.

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

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

Lumen maintenance shall be measured for the LEDs according to LM-80 or for the luminaires according to LM-84. The LM-80 report shall be based on a minimum of 6,000 hours, yet 10,000-hour reports shall be provided for luminaires where those tests have been completed.

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

# <u>Lumen Maintenance Projection</u>.

The luminaire shall have long term lumen maintenance documented according to IESNA TM-21 or IESNA TM-28. Ambient temperature shall be 25° C.

The submitted calculations shall incorporate the light loss factors as indicated the respective performance tables.

#### Photometric Calculations.

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

#### Installation.

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

Luminaires that are pole-mounted shall be mounted on site such that poles and arms are not left unloaded. Pole-mounted luminaires shall be leveled/adjusted after poles are set and vertically aligned before being energized. When mounted on a tenon, care shall be exercised to assure maximum insertion of the mounting tenon. Each luminaire shall be checked to assure compatibility

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with the project power system. When the night-time check of the lighting system by the Engineer indicates that any luminaires are misaligned, the misaligned luminaires shall be corrected at no additional cost.

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

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

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

Pole wire shall be extended through the pole, pole grommet, luminaire ring, and any associated arm and tenon. The pole wire shall be terminated in a manner that avoids sharp kinks, pinching, pressure on the insulation, or any other arrangement prone to damaging insulation value and producing poor megger test results. Wires shall be trained away from heat sources within the luminaire. Wires shall be terminated so all strands are extended to the full depth of the terminal lug with the insulation removed far enough so it abuts against the shoulder of the lug, but is not compressed as the lug is tightened.

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

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

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

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

#### Warranty.

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

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

The warranty period shall begin on the date of project final acceptance. A copy of the acceptance letter shall be sent to the luminaire manufacturer and luminaire manufacturer's representative by the Contractor upon final acceptance.

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

#### Basis of Payment.

This work will be paid for at the contract unit price per each for **LUMINAIRE**, **LED**, **HORIZONTAL MOUNT**, **HIGH WATTAGE**.

#### LUMINAIRE, LED, HORIZONTAL MOUNT, LOW WATTAGE

<u>Description</u>. This work shall consist of furnishing and installing LED luminaire as specified herein. The following shall be in addition to applicable requirements of Section 821 of the Standard Specifications.

<u>General</u>. The luminaire including the housing, driver and optical assembly shall be assembled in the U.S.A. The luminaire shall be assembled by and manufactured by the same manufacturer. The luminaire shall be in compliance with ANSI C136.37. LED light source(s) and driver(s) shall be RoHS compliant.

LED Luminaire classification shall be as follows: Type B fixtures shall be model ATBS H MVOLT R2 NLP7SH by American Electric Lighting, or model ERL1007C340DGRAYAGIL(R) by General Electric. Luminaires shall be 4,000 K color temperature and shall include fixture-mounted photocell.

#### Submittal Requirements.

The Contractor shall submit, for approval, an electronic version of all associated luminaire IES files and the TM-21 or TM-28 calculator spreadsheet with inputs and reports associated with the project luminaires. The Contractor shall also provide (as a minimum) an electronic (PDF) version of each of the following manufacturer's product data for each type of luminaire:

- 17. Descriptive literature and catalogue cuts for luminaire, LED driver, and surge protection device.
- 18. LED drive current, total luminaire input wattage and total luminaire current at the system operating voltage or voltage range and ambient temperature of 25 C.
- 19. LED efficacy per luminaire expressed in lumens per watt (lpw).
- 20. Initial delivered lumens at the specified color temperature, drive current, and ambient temperature.
- 21. Computer photometric calculation reports as specified and in the luminaire performance table.
- 22. TM-15 BUG rating report.
- 23. Isofootcandle chart with max candela point and half candela trace indicated.

- 24. Documentation of manufacturers experience and verification that luminaires were assembled in the U.S.A. as specified.
- 25. Supporting documentation of compliance with ANSI standards as well as UL listing as specified.
- 26. Supporting documentation of laboratory accreditations and certifications for specified testing as indicated.
- 27. Thermal testing documents as specified.
- 28. IESNA LM-79, LM-80 (or LM-84) and TM-21 (or TM-28) reports as specified.
- 29. Salt fog test reports and certification as specified.
- 30. Vibration Characteristics Test Reports and certification as specified.
- 31. Ingress Protection Test Reports as specified.
- 32. Written warranty.

A sample luminaire shall be provided upon request of the Engineer. The sample shall be as proposed for the contract and shall be delivered to the District Headquarters.

#### Manufacturer Experience.

The luminaire shall be designed to be incorporated into a lighting system with an expected 20 year lifetime. The luminaire manufacturer shall have a minimum of 33 years' experience manufacturing HID roadway luminaires and shall have a minimum of seven (7) years' experience manufacturing LED roadway luminaires. The manufacturer shall have a minimum of 25,000 total LED roadway luminaires installed on a minimum of 100 separate installations, all within the U.S.A.

#### Housing.

Material. The luminaire shall be a single device not requiring on-site assembly for installation. The power supply for the luminaire shall be integral to the unit.

Finish. Painted or finished luminaire surfaces exposed to the environment shall exceed a rating of six, according to ASTM D1654, after 1000 hours of ASTM B117 testing. The coating shall exhibit no greater than 30% reduction of gloss, according to ASTM D523, after 500 hours of ASTM G154 Cycle 6 QUV® accelerated weathering testing.

Unless otherwise indicated in the plans, the luminaire color shall be grey.

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

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The housing shall be designed to prevent the accumulation of water, ice, dirt and debris and to ensure maximum heat dissipation.

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

The total weight of the luminaire(s) and accessories shall not exceed 75 pounds.

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

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

Vibration Characteristics. All luminaires shall be vibration tested and pass ANSI C136.31 requirements. Luminaires shall be rated for "3G" peak acceleration. Vibration testing shall be run using the same luminaire in all three axes.

Labels and Decals. All luminaires shall have labels in accordance with ANSI C136.15 for an external label, and ANSI C136.22 for an internal label.

The luminaire shall be Listed for wet locations by a U.S. Occupational Safety Health administration (OSHA) Nationally Recognized Testing Laboratory (NRTL) and shall be in compliance with UL 8750 and UL 1598. It shall be identified as such by the NRTL tag/sticker on the inside of the luminaire.

Hardware. All fasteners shall be stainless steel. Captive screws are required on any components that require maintenance after installation.

Internal Luminaire Electrical Connections. Quick connect/disconnect plugs shall be supplied between the discrete electrical components within the luminaire such as the driver, surge protection device and optical assembly for easy removal. The keyed quick connect/disconnect plugs shall be operable without the use of tools while wearing insulated gloves.

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

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

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

#### Driver.

The driver shall be integral to the luminaire.

The driver shall tolerate indefinite open and short circuit output conditions without damage.

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Ingress Protection. The driver Ingress Protection (IP) rating as defined in the ANSI/IEC 60529 standard shall have an IP66 rating.

Input Voltage. The driver shall be suitable for operation over a range of 120 to 277 volts or 347 to 480 volts as required by the system operating voltage.

Operating Temperature. The driver shall have an operating ambient temperature range of -40°C to 70°C.

Driver Life. The driver shall provide a life time of 100,000 hours at 25° C ambient.

Safety/UL. The driver shall be UL Listed under standard UL 1012.

Power Factor. Drivers shall maintain a power factor of 0.9 or higher and total harmonic distortion of less than 20%.

Driver efficiency. Efficiency of the driver is defined by the ratio of output power and input power. The driver shall deliver a maximum efficiency of >90% at maximum load and an efficiency of >85% for the driver operating at 50% power.

Electrical Interference. The driver shall meet the Electromagnetic Compatibility (EMC) requirements per FCC Title 47 Code of Federal Regulations (CFR) Part 15 Class A.

Thermal Fold Back. The driver shall reduce the current to the LED module if the driver is overheating due to abnormal conditions.

Dimming. The driver shall have dimming capability. The driver shall accept a dimming control signal that is compliant with the 0-10V protocol in accordance with ANSI C136.37.

Leakage current. The driver shall comply with safety standards in accordance with IEC 61347-1.

The Surge Protection Device shall be UL 1449 labeled as Type 4 and be an integral part of the luminaire. The SPD shall be compliant with ANSI C136.2-2014 (Draft).

#### Thermal Performance

Thermal Testing shall be provided as defined by ANSI/UL 1598. The luminaire shall start and operate in the ambient temperature range specified in the driver section. The maximum rated case temperature of the driver, LEDs, and other internal components shall not be exceeded when the luminaire is operated in the ambient temperature range specified.

Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation. Testing shall be submitted (whenever is available) to show the maximum rated case temperature of the driver, LEDs, and other internal components are not exceeded when the luminaire is operated with the heat sink filled with debris.

# **LED Optical Assembly**

The LED optical assembly shall be a scalable array consisting of discrete LED panels or modules. Each panel or module shall have a minimum IP rating of 66.

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

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

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

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

# Photometric Performance.

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

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

Lumen maintenance shall be measured for the LEDs according to LM-80 or for the luminaires according to LM-84. The LM-80 report shall be based on a minimum of 6,000 hours, yet 10,000 hour reports shall be provided for luminaires where those tests have been completed.

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

# Lumen Maintenance Projection.

The luminaire shall have long term lumen maintenance documented according to IESNA TM-21 or IESNA TM-28. Ambient temperature shall be 25° C.

The submitted calculations shall incorporate the light loss factors as indicated the respective performance tables.

#### Photometric Calculations.

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

#### Installation.

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

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

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

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

Pole wire shall be extended through the pole, pole grommet, luminaire ring, and any associated arm and tenon. The pole wire shall be terminated in a manner that avoids sharp kinks, pinching, pressure on the insulation, or any other arrangement prone to damaging insulation value and producing poor megger test results. Wires shall be trained away from heat sources within the luminaire. Wires shall be terminated so all strands are extended to the full depth of the terminal lug with the insulation removed far enough so it abuts against the shoulder of the lug, but is not compressed as the lug is tightened.

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

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

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

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

# Warranty.

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

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

The warranty period shall begin on the date of project final acceptance. A copy of the acceptance letter shall be sent to the luminaire manufacturer and luminaire manufacturer's representative by the Contractor upon final acceptance.

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

#### Basis of Payment.

This work will be paid for at the contract unit price per each for **LUMINAIRE**, **LED**, **HORIZONTAL MOUNT**, **LOW WATTAGE**.

# LIGHT POLE, SPECIAL

**Description.** Contractor shall provide light pole assembly in the locations shown on the drawings. The pole assembly shall consist of all necessary appurtenances to install, level, and connect the assembly into the lighting/electrical system.

**General.** Light pole assembly shall consist of, but not be limited to: aluminum pole as noted on the drawings with the following accessories: arm, anchor bolts, fuse holders, fuses, No. 10 conductor within pole and arm (Type RHW), and required hardware to complete installation. Arm shall be as noted on the drawings.

This work shall be in accordance with Sections 830, 1069.01, and 1069.02 of the Standard Specifications except as follows: Single arm light pole shall be Hapco Company model RTA25D7B4T1C or Valmont Industries model 220845706T4SBF with 1TA1232B45SBF arm. Double arm pole shall be Hapco Company model RTA 25D7B4T28 or Valmont Industries model 220845706T4SBF with two 1TA0832B45SBF arms mounted 180° apart.

**Method of Measurement** and **Basis of Payment**. The cost to furnish and install this item will be paid for at the contract unit price per each for LIGHT POLE, SPECIAL as detailed in the plans.

#### RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL

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

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

"Reclaimed Asphalt Pavement (RAP) may be used as aggregate in Non-porous Granular Embankment and Backfill. The RAP material shall be reclaimed asphalt pavement

material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed.

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

"One hundred percent of the RAP when used shall pass the 3 inch (75 mm) sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

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

Effective: June 1, 2016

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

# **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.

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Sta. 109+25 to Sta. 127+37, RT	Gas Line	Existing gas line is in conflict with proposed pavement, curb and gutter, storm sewer and sidewalk. Existing gas line will have to be relocated prior to contractor beginning construction.	Nicor Gas	Contractor for Nicor Gas to install new line. 90 Days
Sta. 113+59, 44' LT to 44' RT	Gas Line	Existing gas line is in conflict with proposed pavement, curb and gutter, storm sewer, and sidewalk. Existing gas line will have to be relocated prior to contractor beginning construction.	Nicor Gas	Contractor for Nicor Gas to install new line. 90 Days

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Sta. 117+45, 16' RT to 44' LT	Gas Line	Existing gas line is in conflict with proposed pavement, curb and gutter, storm sewer and sidewalk. Existing gas line will have to be relocated prior to contractor beginning construction.	Nicor Gas	Contractor for Nicor Gas to install new line. 90 Days
Sta. 120+49, 16' RT to 43' LT	Gas Line	Existing gas line is in conflict with proposed pavement, curb and gutter, storm sewer and sidewalk. Existing gas line will have to be relocated prior to contractor beginning construction.	Nicor Gas	Contractor for Nicor Gas to install new line. 90 Days
Sta. 121+89, 16' RT to 51' RT	Gas Line	Existing gas line is in conflict with proposed pavement, curb and gutter, storm sewer and sidewalk. Existing gas line will have to be relocated prior to contractor beginning construction.	Nicor Gas	Contractor for Nicor Gas to install new line. 90 Days
Sta. 110+25, 14' LT	Electrical Pedestal	Existing pedestal is in conflict with proposed pavement and curb and gutter. Existing pedestal will have to be relocated prior to contractor beginning construction.	ComEd	Contractor for ComEd to relocate pedestal.  90 Days
Sta. 110+35, 14' LT to 45' RT	Electrical Line	Existing electrical line is in conflict with proposed pavement and curb and gutter. Existing line will have to be relocated prior to contractor beginning construction.	ComEd	Contractor for ComEd to install new pedestal.  90 Days
Sta. 110+42, 15' LT	Power pole with light	Existing power pole is in conflict with proposed curb and gutter.	ComEd	Contractor for ComEd to relocate power pole.  90 Days
Sta. 110+42 to Sta. 113+49, LT	Aerial Lines	Existing power poles carrying aerial lines are in conflict with proposed curb and gutter.	ComEd	Contractor for ComEd to relocate power pole and aerial lines.  90 Days

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Sta. 111+45, 13' LT	Power pole	Existing power pole is in conflict with proposed pavement. Existing pole will have to be relocated prior to contractor beginning construction.	ComEd	Contractor for ComEd to relocate power pole.  90 Days
Sta. 113+49, 23' LT	Power pole with light	Existing power pole is in conflict with proposed curb and gutter and storm sewer.	ComEd	Contractor for ComEd to relocate power pole.  90 Days
Sta. 113+49, 23' LT to 43' LT	Electrical Line	Existing electrical line is in conflict with proposed storm sewer and connects to existing power pole to be relocated. Existing electrical line will have to be relocated prior to contractor beginning construction.	ComEd	Contractor for ComEd to install new electrical line.  90 Days
Sta. 117+82, 23' LT	Power pole with light	Existing power pole is in conflict with proposed curb and gutter and storm sewer.	ComEd	Contractor for ComEd to relocate power pole.  90 Days
Sta. 117+82, 23' LT to 31' RT	Electrical Line	Existing electrical line is in conflict with proposed curb and gutter, pavement, and sidewalk. Existing line also connects to existing power pole to be relocated. Existing electrical line will have to be relocated prior to contractor beginning construction.	ComEd	Contractor for ComEd to install new electrical line.  90 Days
Sta. 120+22 to Sta. 122+32 RT	Aerial lines	Existing power poles carrying aerial lines are in conflict with proposed grading.	ComEd	Contractor for ComEd to relocate power pole and aerial lines.  90 Days
Sta. 122+32, 25' RT	Power pole with light	Existing power pole is in conflict with proposed grading.	ComEd	Contractor for ComEd to relocate power pole.  90 Days
Sta. 101+81, 33' LT to 20' LT	Electrical Line	Existing electrical line is in conflict with proposed storm sewer. Existing electrical line will have to be relocated prior to contractor beginning construction.	Comcast	Contractor for Comcast to install new electrical line. 90 Days

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Sta. 112+50, 50' LT to 32' RT	Electrical line	Existing electrical line is in conflict with proposed pavement, curb and gutter, storm sewer, water main, and sidewalk. Existing electrical line will have to be relocated prior to contractor beginning construction.	Comcast	Contractor for Comcast to install new electrical line. 90 Days
Sta. 123+28, 29' LT to Sta. 123+60, 34' RT	Telephone line	Existing telephone line is in conflict with proposed pavement, curb and gutter, storm sewer, water main, and sidewalk. Existing line will have to be relocated prior to contractor beginning construction.	Comcast	Contractor for Comcast to install new line. 90 Days
Sta. 111+36, 30' LT to 34' RT	Telephone line	Existing telephone line is in conflict with proposed pavement, curb and gutter, storm sewer, water main, and sidewalk. Existing line will have to be relocated prior to contractor beginning construction.	АТ&Т	Contractor for AT&T to install new telephone line.  90 Days
Sta. 118+71, 30' LT to 32' RT	Telephone line	Existing telephone line is in conflict with proposed pavement, curb and gutter, storm sewer, water main, and sidewalk. Existing line will have to be relocated prior to contractor beginning construction.	АТ&Т	Contractor for AT&T to install new telephone line.  90 Days
Sta. 123+18, 30' LT to Sta. 123+60, 34' RT	Telephone line	Existing telephone line is in conflict with proposed pavement, curb and gutter, storm sewer, water main, and sidewalk. Existing line will have to be relocated prior to contractor beginning construction.	АТ&Т	Contractor for AT&T to install new telephone line.  90 Days
Sta. 123+77 to Sta. 125+89, 32' LT to 33' RT	Telephone line	Existing telephone line is in conflict with proposed pavement, curb and gutter, storm sewer, water main, and sidewalk. Existing line will have to be relocated prior to contractor beginning construction.	АТ&Т	Contractor for AT&T to install new telephone line.  90 Days

Pre-Stage: \_\_\_\_0 \_\_\_ Days Total Installation
Stage 1: \_\_\_\_107 \_\_\_ Days Total Installation
Stage 2: \_\_\_0 \_\_\_ Days Total Installation

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
AT&T	Steve Pesola	1000 Commerce Drive, Oak Brook, IL 60523	630-573-5703	Sp9653@att.com
Comcast	Robert Schulter	688 Industrial Drive, Elmhurst, IL 60126	224-229-5861	Bob schulter@comcast.com
ComEd	Tony Cox	1910 S. Briggs Street, Joliet, IL 60433	815-724-5010	Anthony.cox@comed.com
Nicor	Bruce Koppang	1844 Ferry Road, Naperville, IL 60563	630-388-3046	bkoppan@aglresources.com

# UTILITIES TO BE WATCHED AND PROTECTED

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

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Sta. 99+00 to Sta. 109+25, 20' RT	Gas line	Existing gas line is on south side of Sioux Drive along project corridor. There are no conflicts with the	Nicor Gas	Line shall be protected from damage by the Contractor during construction.

STAGE /	TYPE	DESCRIPTION	OWNER	ACTION
LOCATION		proposed improvements.		Action
Sta. 104+12, 19' RT to 33' RT	Gas line	Existing gas line is near project corridor. There are no conflicts with the proposed improvements.	Nicor Gas	Line shall be protected from damage by the Contractor during construction.
Sta. 120+22, 23' RT	Power pole with light	Existing power pole is near proposed sidewalk and grading. There are no conflicts with the proposed improvements.	ComEd	Power pole shall be protected from damage by the Contractor during construction.
Sta. 99+00 to Sta. 101+81, LT	Electrical line	Existing electrical line is near proposed storm sewer. There are no conflicts with the proposed improvements.	Comcast	Line shall be protected from damage by the Contractor during construction.
Sta. 125+89, 36' RT	Power pole	Existing power pole is near proposed sidewalk and grading. There are no conflicts with the proposed improvements.	Comcast	Power pole shall be protected from damage by the Contractor during construction.
Sta. 125+89, 33' LT to 33' RT	Aerial lines	Existing aerial lines cross above proposed roadway. There are no conflicts with the proposed improvements.	Comcast	Lines shall be protected from damage by the Contractor during construction.
Approximately Sta. 23+50, LT	Telephone line	Existing telephone line is near proposed water main. There are no conflicts with the proposed improvements.	Comcast	Line shall be protected from damage by the Contractor during construction.
Sta. 99+00 to Sta. 103 +45, 42' RT	Telephone line	Existing telephone line is along corridor. There are no conflicts with the proposed improvements.	AT&T	Line shall be protected from damage by the Contractor during construction.

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Sta. 118+71 to Sta. 119+57, 31' LT	Telephone line	Existing telephone line is near proposed driveway, storm sewer and grading. There are no conflicts with the proposed improvements.	AT&T	Line shall be protected from damage by the Contractor during construction.
Sta. 123+60, 34' RT	Pedestal	Existing pedestal is near proposed sidewalk. There are no conflicts with the proposed improvements.	АТ&Т	Pedestal shall be protected from damage by the Contractor during construction.
Sta. 123+60 to Sta. 125+89, 33' RT	Telephone line	Existing telephone line is near proposed sidewalk. There are no conflicts with the proposed improvements.	АТ&Т	Line shall be protected from damage by the Contractor during construction.
Sta. 125+89, 32' LT	Pedestal	Existing pedestal is near proposed sidewalk. There are no conflicts with the proposed improvements.	АТ&Т	Pedestal shall be protected from damage by the Contractor during construction.
Sta. 125+89, 33' RT	Pedestal	Existing pedestal is near proposed sidewalk. There are no conflicts with the proposed improvements.	АТ&Т	Pedestal shall be protected from damage by the Contractor during construction.
Approximately Sta. 23+50, LT	Telephone line	Existing telephone line is near proposed water main. There are no conflicts with the proposed improvements.	АТ&Т	Line shall be protected from damage by the Contractor during construction.

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
AT&T	Steve Pesola	1000 Commerce Drive, Oak Brook, IL 60523	630-573- 5703	Sp9653@att.com

Comcast	Robert Schulter	688 Industrial Drive, Elmhurst, IL 60126	224-229- 5861	Bob schulter@comcast.com
ComEd	Tony Cox	1910 S. Briggs Street, Joliet, IL 60433	815-724- 5010	Anthony.cox@comed.com
Nicor	Bruce Koppang	1844 Ferry Road, Naperville, IL 60563	630-388- 3046	bkoppan@aglresources.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.

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

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

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

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

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
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.

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

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

Revise Section 1031 of the Standard Specifications to read:

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

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in 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<sub>mm</sub>. A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

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

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 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 IL 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 <sub>mm</sub>	0.030	

1/ Based on washed extraction.

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

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

# 1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

Max Asphalt Binder Replacement for FRAP with RAS Combination
--

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

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

a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.

4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

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

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

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.
- 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."

#### 15" CHECK VALVE

**Description**: This work shall consist of furnishing and installing an inline check valve.

**Materials.** Furnish Tideflex Technologies Checkmate Inline Check Valve Part No. CM181162MD capable of connecting to Storm Sewer Pipe Reinforced Concrete and all necessary hardware and materials to install the inline check valve.

**Method of Measurement** & **Basis of Payment**: This work will be not measured for payment and shall be included in the cost of the storm sewer pipe of the check valve size specified. The check valve shall include furnishing and installing the check valve, providing all necessary hardware, fittings, and connections; and for furnishing all excavating, backfilling, and disposing of surplus material.

#### **MJ CAP**

**Description**: This work shall consist of furnishing and installing an MJ cap on water main. This work shall be according to the SSWSC Sections 40 and 41 and special provisions contained within this contract.

**Method of Measurement** & **Basis of Payment**: This work will be measured and paid for at the contract unit price per each MJ CAP of the diameter specified.

#### REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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

Qualifications. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is prequalified in hazardous waste by the Department. Documentation includes but is not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements, and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant, nor have any ties with any of the properties contained within and/or adjacent to this construction project.

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

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

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

# Site 3245-1 Residence, 24546 W. Dove Drive, Channahon

All excavation planned at the northwest quadrant of the intersection of Dove Drive and US Route 6. The Engineer has determined this material meets the criteria of, and shall be managed in accordance with, Article 669.09(a)(1). COC sampling parameters: VOCs, SVOCs and Metals.

# Site 3245-3 Residence, 24547 W. Dove Drive, Channahon

All excavation planned at the southwest quadrant of the intersection of Dove Drive and US Route 6. The Engineer has determined this material meets the criteria of, and shall be managed in accordance with, Article 669.09(a)(1). COC sampling parameters: VOCs, SVOCs and Metals.

# **AVAILABLE REPORTS**

□ No project specific reports were prepared.
When applicable, the following checked reports and record information is available for Bidders reference upon request:
☐ Record structural plans
☐ Preliminary Site Investigation (PSI)
☑ Preliminary Environmental Site Assessment (PESA)
⊠ Soils/Geotechnical Report
⊠ Boring Logs
□ Pavement Cores
☐ Location Drainage Study (LDS)
☐ Hydraulic Report
☐ Noise Analysis
□ Other:

Those seeking these reports should request access from:

Darcie W. Gabrisko, P.E. Strand Associates, Inc.® 1170 South Houbolt Road Joliet, IL 60431 815-744-4200 8:30 A.M. to 4 P.M., Monday through Friday

# 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 hability insurance policy in accordance with Article 107.27:
Village of Channahon

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

1021 North Grand Avenue East • P.O. Box 19276 • Springfield Illinois 62794

62794-9276 • (217) 782-3397

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

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

For Office Use Only

OWNER INFORMATION	Permit No. ILR10					
Company/Owner Name: Village of Channahon						
Mailing Address: 24555 South Navajo Drive Phone: 815-467-6644						
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	815-467-8398					
Contact Person: Ed Dolezal, P.E. E-mail: edolezal@	Ochannahon.org					
Owner Type (select one) City						
CONTRACTOR INFORMATION MS4 Co	mmunity:					
Contractor Name:						
	ne:					
	•					
CONSTRUCTION SITE INFORMATION						
Select One:   New   Change of information for: ILR10						
Project Name: Dove Drive Roadway Reconstruction Coun	ty: Will					
Street Address: 24760 Dove Drive City: Channahon	IL Zip: <u>60447</u>					
Latitude: 41 26 43 Longitude: -88 12 43 9	34 North _ 9 East _					
(Deg) (Min) (Sec) (Deg) (Min) (Sec) S	ection Township Range					
Approximate Construction Start Date May 1, 2019 Approximate Construction E	End DateSep 30, 2019					
Total size of construction site in acres: 3.63						
If less than 1 acre, is the site part of a larger common plan of development?	ess than 5 acres - \$250					
○ Yes ○ No	or more acres - \$750					
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)						
Has the SWPPP been submitted to the Agency?	○ No					
(Submit SWPPP electronically to: epa.constilr10swppp@illinois.gov)						
Location of SWPPP for viewing: Address: 24555 South Navajo Drive,	City: Channahon					
SWPPP contact information:	Inspector qualifications:					
Contact Name: Ed Dolezal	P.E.					
Phone: <u>815-467-6644</u> Fax: <u>815-467-8398</u> E-mail: <u>edoleza</u>	al@channahon.org					
Project inspector, if different from above Inspector qualifications:						
Inspector's Name: Don Kinzler P.E.						
Phone: 815-744-4200 Fax: 815-744-4215 E-mail: edoleza	ıl@channahon.org					

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) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

Page 1 of 3

TYPE OF CONSTRUCTION (self-construction Type Reconstruction	ect one)			
SIC Code:	_			
Type a detailed description of the proj	ect:			; 
The work consists of removing the exi	sting pavem	ent and replacing	g it with full-depth	hot mix asphalt pavement,
combination curb and gutter, sidewalk		·	_	
other miscellaneous items to be const	•	_	-	,
	_			
HISTORIC PRESERVATION AND Has the project been submitted to the Illinois law on:	following sta	te agencies to sa		
Historic Preservation Agency	√ Yes	○ No		
Endangered Species	√ Yes	○ No		,
RECEIVING WATER INFORMATION	ON			
Does your storm water discharge direct	ctly to:	Waters of the St	ate or [√ Sto	m Sewer
Owner of storm sewer system: Villag	e of Channa	hon and Illinois	Department of Tra	nsportation
Name of closest receiving water body	to which you	ı discharge: <u>I&amp;</u>	M Canal	
Mail completed form to: Illinois Enviror Division of Wa Attn: Permit S Post Office Bo Springfield, Illi or call (217) 7 FAX: (217) 78	ater Pollution Section ox 19276 inois 62794- '82-0610	ı Control		/
Or submit electronically to: epa.constil	r10swppp@i	illinois.gov		
I certify under penalty of law that this d in accordance with a system designed submitted. Based on my inquiry of the for gathering the information, the inforr complete. I am aware that there are sig and imprisonment. In addition, I certify of a storm water pollution prevention pl	to assure the person or per mation submit phificant pen- that the prov	at qualified persons who mana itted is, to the be alties for submitt visions of the per	onnel properly gath age this system, or st of my knowledg ting false information mit, including the o	ner and evaluate the information those persons directly responsible e and belief, true, accurate, and on, including the possibility of fine development and implementation
Any person who knowingly makes a fals commits a Class 4 felony. A second or s				
Edward S. Dogget Owner Signature!			7/2	2.6/18 Date:
Ed Dolezal P.E.			Direct	tor of Public Works

Title:

Printed Name:

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

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

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

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

FAX: (217) 782-9891

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

#### Reports must be typed or printed legibly and signed.

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

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

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

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

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

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

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

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

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

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



#### **Storm Water Pollution Prevention Plan**



Route		Marked Route	Section	
MUN 5080		Dove Drive	16-00025-00-FP	
Project	Number	County	Contract Number	
LQ8K	(257)	Will	61F19	
Permit from co	No. ILR10 (Permit ILR10), issues Instruction site activities.  under penalty of law that this docu	ith the provisions of the National Pollutant loy the Illinois Environmental Protection Age ument and all attachments were prepared using that qualified personnel properly gathers.	ency (IEPA) for storm water discharges under my direction or supervision in	
		son or persons who manage the system, o		
I am av		submitted is, to the best of my knowledge lties for submitting false information, include		
Print Na	ame	Title	Agency	
Ed Do	lezal	Director of Public Works	Village of Channahon	
Signatu	ire		Date	
Edi	said 8. Dolget	,	7/26/18	
I. Sit	e Description			
A.	Provide a description of the proje	ct location (include latitude and longitude):		
See Attachment A.				
В.	B. Provide a description of the construction activity which is subject of this plan:			
	See Attachment A.			
C.	Provide the estimated duration of	this project:		
	4 months	:		
D.	D. The total area of the construction site is estimated to be 3.63 acres.			
	The total area of the site estimate	ed to be disturbed by excavation, grading o	r other activities is <u>3.63</u> acres.	
E.	The following is a weighted avera completed:	ge of the runoff coefficient for this project a	after construction activities are	
	C = 0.32 (Proposed); C = 0.30	(Existing)		
F.	List all soils found within project b	oundaries. Include map unit name, slope	information and erosivity:	
	See Attachment A.			
G.	Provide an aerial extent of wetlan	d acreage at the site:		
	N/A			
Н.	Provide a description of potential	y erosive areas associated with this projec	t:	
	See Attachment A.			
I.	I. 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.):			
	See Attachment A.	·		

	site ar disturb where	kimate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the ad controls to prevent off site sediment tracking (to be added after contractor identifies locations), areas of soil pance, the location of major structural and non-structural controls identified in the plan, the location of areas stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm is discharged to surface water including wetlands.						
K.	Identif	ify who owns the drainage system (municipality or agency) this project will drain into:						
	Villag	e of Channahon and Illinois Department of Transporation						
L.	The fo	llowing is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.						
	Villag	e of Channahon						
M.		llowing is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the ing waters can be found on the erosion and sediment control plans:						
	Ultim	ate is DuPage River						
N.	highly	be areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.						
	See A	Attachment A.						
Ο.	impac	llowing sensitive environmental resources are associated with this project, and may have the potential to be ted by the proposed development:  boodplain						
	_ w	etland Riparian						
	Th	reatened and Endangered Species						
	☐ Hi	storic Preservation						
	□ 30	3(d) Listed receiving waters for suspended solids, turbidity, or siltation						
	□ Re	eceiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity, or siltation						
	□ A <sub>I</sub>	oplicable Federal, Tribal, State or Local Programs						
	_ O	ther						
	1. 30	3(d) Listed receiving waters (fill out this section if checked above):						
	 a.	The name(s) of the listed water body, and identification of all pollutants causing impairment:						
	b.	Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:						
	C.	Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:						
	d.	Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:						
	2. TM	IDL (fill out this section if checked above)						
		The name(s) of the listed water body:						
	a.	The hamo(e) of the hotel water body.						
	b.	Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:						

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns,

	provide a description of the necessary steps to meet the allocation:					
P. The	following pollutants of concern will be ass	ociat	ted 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			
$\boxtimes$	Concrete Curing Compounds		Other (specify)			
$\boxtimes$	Solid waste Debris		Other (specify)			
	Paints		Other (specify)			
	Solvents		Other (specify)			
$\boxtimes$	Fertilizers / Pesticides		Other (specify)			
Contro	Is					
the imp any pro Each standard A Erc 1 2 3 4 4 B Standard Site	lementation of the measures indicated. The posed changes, maintenance, or modificate uch Contractor has signed the required certain and Sediment Controls: At a minime Minimize the amount of soil exposed during Minimize the disturbance of steep slopes; Maintain natural buffers around surface we removal and maximize storm water infiltrate. Minimize soil compaction and, unless infection of the implementation of the implementation.	e Colions tificatification, asters tion, asible desc	s, direct storm water to vegetated areas to increase sediment unless infeasible;			
but strij bele tem por not	but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated <b>immediately</b> where construction activities have temporarily or permanently ceased, but in no case more than <b>one</b> (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					
2.	<ul><li>initiated as soon as practicable.</li><li>On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.</li></ul>					
The	The following stabilization practices will be used for this project:					
	Preservation of Mature Vegetation	$\boxtimes$	Erosion Control Blanket / Mulching			
	☐ Vegetated Buffer Strips	$\boxtimes$	Sodding			
	□ Protection of Trees		Geotextiles			
			Other (specify)			
	☐ Temporary Turf (Seeding, Class 7)		Other (specify)			
	☐ Temporary Mulching		Other (specify)			
	□ Permanent Seeding		Other (specify)			

П.

	Describe how the stabilization practices listed above will be utilized during construction:				
	See Attachment A.				
	Describe how the stabilization practices listed above will be utilized after construction activities have been completed:				
	See Attachment A.				
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 u				
	<ul><li>✓ Perimeter Erosion Barrier</li><li>✓ Temporary Ditch Check</li></ul>	☐ Rock Outlet Protection			
	<ul><li>⋉ I emporary Ditch Check</li><li>⋉ Storm Drain Inlet Protection</li></ul>				
	Sediment Trap	☐ Slope Mattress			
	☐ Temporary Pipe Slope Drain	Retaining Walls			
	☐ Temporary Sediment Basin	☐ Slope Walls			
	☐ Temporary Stream Crossing	☐ Concrete Revetment Mats			
	☐ 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:			
	See Attachment A.				
	Describe how the structural practices listed above will be utilized after construction activities have been completed:  N/A				
D.	Treatment Chemicals				
	Will polymer flocculents or treatment chemic	cals be utilized on this project: 🔲 Yes 🛮 No			
	If yes above, identify where and how polymer flocculents or treatment chemicals will be utilized on this project.				
Ε.	installed during the construction process to	ntrols: Provided below is a description of measures that will be control volume and pollutants in storm water discharges that will occur poleted. 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:

See Attachment A.

F. Approved State or Local Laws: The management practices, controls, and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the 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:

- 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.

See Attachment A.

#### 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: <a href="mailto:epa.swnoncomp@illinois.gov">epa.swnoncomp@illinois.gov</a>, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

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

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

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.



#### **Contractor Certification Statement**



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

Route	Marked Route		Section
MUN 5080	Dove Drive		16-00025-00-FP
Project Number	County		Contract Number
LQ8K(257)	Will		61F19
This certification statement is a part of Permit No. ILR10 issued by the Illinois E			n accordance with the General NPDES
I certify under penalty of law that I under associated with industrial activity from the			it authorizes the storm water discharges ertification.
	propriate maintenance p	procedures; and, I ha	ted in SWPPP for the above mentioned ave provided all documentation required es to these documents as necessary.
☐ Contractor			
☐ Sub-Contractor			
Print Name		Signature	
Title		Date	
Name of Firm		Telephone	
Street Address		City/State/Zip	
Items which the Contractor/subcontractor	or will be responsible for	as required in Section	on II.G. of SWPPP:

## Storm Water Pollution Prevention Plan Attachment A MUN 5080 Dove Drive/Sioux Drive Will County Section 16-00025-00-FP

#### I. Site Description:

#### A. Provide a description of the project location (include latitude and longitude):

The project is located on Dove Drive, beginning at Sunset Drive and ending at US Route 6. The total net and gross length of the project is 1,812.00 feet (0.343 mile) for the reconstruction and realignment of Dove Drive in the Village of Channahon, Will County. The project is located at 41° 26' 43" N and 88° 12' 43" W.

#### B. Provide a description of the construction activity which is the subject of this plan:

The project includes the reconstruction and realignment of Dove Drive. The work to be performed under this contract consists of pavement removal, earth excavation, aggregate subgrade improvement, HMA full-depth pavement, PCC curb and gutter, PCC sidewalk and multi-use path, pavement markings, erosion and sediment control, traffic control and protection, street lighting, water main, and landscaping.

Erosion and sediment control measures for the project include the use of temporary seeding, erosion control blanket, perimeter erosion barrier, dust control watering, inlet filters, inlet and pipe protection, permanent seeding, and sodding.

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

```
318A–Lorenzo loam, 0 to 2 percent slopes, K = 0.28
318B–Lorenzo loam, 2 to 4 percent slopes, K = 0.32
93C2–Rodman gravelly loam, 4 to 6 percent slopes, eroded, K = 0.15
```

H. Provide a description of potentially erosive areas associated with this project:

Back slopes from the proposed embankment are at 1:3.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

The project consists of one construction stage.

- 1. Pavement removal.
- 2. Existing topsoil will be stripped and removed from the site.
- 3. Roadway embankments will be built up in steps with maximum 1:3 side slopes.
- 4. Installation of storm sewer, pipe culverts, and structures.
- 5. Installation of the subgrade, curb and gutter, and pavement.
- 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.

Areas that are protected with perimeter erosion control barrier shall remain undisturbed throughout the duration of the project.

# Storm Water Pollution Prevention Plan Attachment A MUN 5080 Dove Drive/Sioux Drive Will County Section 16-00025-00-FP

#### II. Controls

#### 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 stormwater to vegetated areas to increase sediment removal, and maximize stormwater infiltration, unless infeasible;
- 4. Minimize soil compaction and, unless infeasible, preserve topsoil.

#### B. Stabilization Practices

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

Excavated areas shall be either permanently seeded or sodded once final gradation has taken place, as shown on the plans. If not, they shall be temporarily seeded in accordance with the Standard Specifications for Road and Bridge Construction. Erosion control blanket shall be used on all areas of permanent seed.

Stabilization controls runoff volume and velocity, peak runoff rates, and volumes of discharge to minimize exposed soil, disturbed slopes, and sediment discharges from construction, and it provides for natural buffers and minimization of soil compaction. Existing vegetated areas where disturbance can be avoided will not require stabilization.

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

The temporary erosion control system will be removed and permanent erosion control items will be installed as shown on the plans. Maintenance and repair of these items shall be the responsibility of the Contractor prior to completion of the project. Upon completion of the project, the maintenance and repair of the permanent erosion control items shall be the responsibility of the Village of Channahon.

#### C. Structural Practices

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

Perimeter erosion barrier will be installed at the beginning of construction and remain for the duration of the project. Perimeter erosion barrier will reduce the potential for untreated runoff to flow offsite. Perimeter erosion barrier will be comprised of silt fence. Silt fence will be used as perimeter erosion barrier in areas where there is the potential for erosion and sediment to sheet flow offsite.

Storm drain inlet protection will be installed on existing and proposed storm sewer structures within the curb and gutter. Storm drain inlet and pipe protection will be installed on existing and proposed storm sewer structures and culverts within the parkways and ditches. Both measures will be used to treat runoff from the jobsite and reduce the potential for offsite contamination.

## Storm Water Pollution Prevention Plan Attachment A MUN 5080 Dove Drive/Sioux Drive Will County Section 16-00025-00-FP

#### **E.2.** Description of Permanent Stormwater Management Controls:

All existing storm sewer lines on site will be protected during construction to ensure no debris flows into the system. All existing storm sewer lines and structures on site will then be removed. A new storm sewer system will replace the existing system. This new system will also be protected during construction to prevent debris from entering the system.

#### III. Maintenance:

All erosion and sediment control measures will be maintained in accordance with the IDOT Erosion and Sediment Control Field Guide for Construction Inspection.

All erosion and sediment control measures should be checked weekly and after each rainfall 0.5 inch or greater in a 24-hour period or equivalent snowfall. Additionally, during winter months, all measures should be checked after each significant snowmelt.

All offsite borrow, waste, and use areas are part of the construction site and are to be inspected according to the language in this section.

- (a) Perimeter Erosion Barrier-Barrier shall be installed prior to any earth-disturbing activities. It shall have no tears or gaps and must not be leaning. Any stakes that are missing or broken must be replaced immediately. If the sediment reaches one-third the height of the barrier, maintenance or replacement is required. Repair the barrier if undermining occurs anywhere along its entire length. Remove the barrier once final stabilization is established.
- (b) Inlet Protection–Remove sediment from inlet filter basket when basket is 25% full or when 50% of the fabric pores are covered with silt. Remove ponded water on road surfaces immediately. Clean filter if standing water is present longer than one hour after a rain event. Remove trash accumulated around or on top of protection. When a filter is removed for cleaning, replace filter if any tear is present.
- (c) Temporary Seeding–A visual inspection of this item is necessary to determine whether it has germinated. If the seed has failed to germinate, another application of seed may be necessary. Restore rills greater than 4 inches deep as quickly as possible on slopes steeper than 1V:4H to prevent the sheet-flow from becoming concentrated flow patterns. If excessive weed development occurs, mowing may be necessary.
- (d) Permanent Seeding and Sodding–A visual inspection of this item is necessary to determine whether it has germinated. If the seed has failed to germinate, another application of seed may be necessary.
- (e) Erosion Control Blanket–Repair damage from water running beneath the blanket and restore blanket when displacement occurs. Reseeding may be necessary. Replace all displaced blankets and restaple.



I. Source Location Information

### Illinois Environmental Protection Agency

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

#### Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a **CCDD or Uncontaminated Soil Fill Operation** LPC-662

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 source site owners and operators to certify, pursuant to 35 III. Adm. Code 1100.205(a)(1) (A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 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 fill operations or uncontaminated soil fill operations.

(Describe the location of the source of the uncontaminate	ed soil)		
Project Name: Proposed 8 inch DIP Watermain Installati	on Office Ph	one Number, if ava	ilable:
Physical Site Location (Street, Road):	Sioux Drive	<u> </u>	
City: Channahon State: IL	Zip Code: 60410	0	
County: Will	Township: Chan	nahon	
Lat/Long of approximate center of site in decimal degrees	s (DD.ddddd) to five ded	cimal places (e.g., 4	0.67890, -90.12345);
Latitude: 41.445548 Longitude: -88.209594			,
(Decimal Degrees) (-Decimal I	Degrees)		
Identify how the lat/long data were determined:			
☐ GPS ☑ Map Interpolation ☐ Photo Interpo	olation	Other	
EPA Site Number(s), if assigned: BOL:	BOW:		BOA:
II. Owner/Operator Information for Source S	ite		
Site Owner		Site	Operator
Name: Village of Channahon	Name:	Village of Channa	hon
Street Address: 24555 S. Navajo Dr.	Street Address:	24555 S. Navajo I	Or
PO Box:	PO Box:		_
City: Channahon State: IL	City:	Channahon	State: IL
Zip Code: 60477 Phone: (815)-467-664	Zip Code:	60477	Phone: (815)-467-6644
Contact: Ed Dolezal, Director of Public Works	Contact:	Ed Dolezal, Direct	or of Public Works
Email, if available: edolezal@channahon.org	Email, if availab	nie.	

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 LPC 348 Rev. 10/2013 the Forms Management Center.

Project N	ame: Proposed	Pavement Impro	ovements	
Latitude:	41.445548	Longitude:	-88.209594	
	(Decimal Degr	ees)	(-Decimal Degrees)	
			Source Site Ce	rtification
Describe description properties individual storage to releases denvironments to rage, can unknown Number of The site environments of the site of the s	the current and in must take into a for commercial containers great anks (above group or any environmental violations; or disposal of trawn source or site of pages attached is a residential anental liens, contiew of IEPA data	past uses of the account, at a male or industrial pur other than 5 gallon and or undergrouental cleanup or (7) any contamiransformers or cape.  In account of the second o	inimum, the following for poses; (2) the use, storals or collectively more thand); (4) any waste storal removal of contaminant action in a well that exceptacitors manufactured or any potentially impact dicate site contains PIP	ies.* Attach additional information as needed. The ies.* Attach additional information as needed. The in the source site and for nearby property: (1) use of the age or disposal of chemical or petroleum products in ian 50 gallons; (3) the current or past presence of any age, treatment or disposal at the properties; (5) any reported as; (6) any environmental liens or governmental notification of seds the Board's groundwater quality standards; (8) the use, pefore 1979; and (9) any fill dirt brought to the properties from the intial. No known chemical storage, waste storage, attendings are present on or adjacent to construction area. S. PID readings did not indicate contamination issues. Dar, garbage, etc. and any said materials must be segregated.
from CCI *The desc	DD materials and cription must be	d disposed of in	other legal means.	e site is not potentially impacted property, thereby allowing the
Describe document	tation.	il pH testing show	wing that the soil pH is v	within the range of 6.25 to 9.0 and attach any supporting
	of pages attache	<del></del>		
	+)		e subgrade soils are be	
v. Sour Signatu		er, Operator	or Autnorized Rep	resentative's Certification Statement and
In accorda Don Cass certify tha the soil pl- cleanup o representa submitted	ance with the Illingsier-Agent t this site is not a is within the ra r removal of con ative of the site o	a potentially impa nge of 6.25 to 9. Itaminants. Addi owner or site ope	acted property and the s 0. I further certify that t itionally, I certify that I a erator and am authorize	ILCS 5/22.51 or 22.51a] and 35 III. Adm. Code 1100.205(a), I (owner, operator or authorized representataive of source site) soil is presumed to be uncontaminated soil. I also certify that he soil has not been removed from the site as part of a m either the site owner or operator or a duly authorized d to sign this form. Furthermore, I certify that all information information, is to the best of my knowledge and belief, true,
Any pers	on who knowin mits a Class 4	igly makes a fal felony. A secol	se, fictitious, or fraud nd or subsequent offe	ulent material statement, orally or in writing, to the Illinois nse after conviction is a Class 3 felony. (415 ILCS 5/44(h))
C Owr	ner		C	perator
Owr	ner's Duly Autho	rized Representa	ative C	perator's Duly Authorized Representative
Don Cas	ssier- Agent			
	Printo	ed Name		5/10/18
	Signa	ature	**************************************	Date

SEECO Environmental Services, Inc. 7350 Duvan Drive Tinley Park, IL 60477

## Soil pH Content

Standard Test Method for pH of Soils ASTM D4972 (Reapproved 2007)

Boring,

Sample ID pH

B-7, S-1	7.35
B-8, S-1	7.78

**Test Date** 

5/4/2018

**Sample Date** 

5/1/2018

Sampled

Ву

AH

Ajith Hanagood Engineer

\*\*

#### ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue, East; Post Office Box 19276; Springfield, IL 62794-9276

Division of Public Water Supplies

Telephone 217/782-1724

#### PUBLIC WATER SUPPLY CONSTRUCTION PERMIT

SUBJECT: CHANNAHON (Will County – 1970200)

Permit Issued to: Village of Channahon 24555 South Navajo Drive Channahon, IL 60410

PERMIT NUMBER: 1330-FY2018

DATE ISSUED: August 24, 2018

PERMIT TYPE: Water Main Extension

The issuance of this permit is based on plans and specifications prepared by the engineers/architects indicated, and are identified as follows. This permit is issued for the construction and/or installation of the public water supply improvements described in this document, in accordance with the provisions of the "Environmental Protection Act", Title IV, Sections 14 through 17, and Title X, Sections 39 and 40, and is subject to the conditions printed on the last page of this permit and the ADDITIONAL CONDITIONS listed below.

FIRM: Strand Associates, Inc.

NUMBER OF PLAN SHEETS: 14

TITLE OF PLANS: "Plans for Proposed Federal Aid Highway, Dove Drive Water Main Extension"

#### PROPOSED IMPROVEMENTS:

\*\*\*Install approximately 2,040 feet of 8-inch water main.\*\*\*

#### ADDITIONAL CONDITIONS:

- 1. All water mains shall be satisfactorily disinfected prior to use. In accordance with the requirements of AWWA C651-05, at least one set of samples shall be collected from every 1,200 feet of new water main, plus one set from the end of the line and at least one set from each branch. Satisfactory disinfection shall be demonstrated in accordance with the requirements of 35 Ill. Adm. Code 602.310.
- 2. There are no further conditions to this permit.

DCC:GAZ

cc: Strand Associates, Inc. Elgin Regional Office

Will County Health Department

David C. Cook, P.E.

Acting Manager Permit Section Division of Public Water Supplies

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### STANDARD CONDITIONS FOR CONSTRUCTION/DEVELOPMENT PERMITS ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The Illinois Environmental Protection Agency Act (Illinois Compiled Statutes, Chapter 111-1/2, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

These standard conditions shall apply to all permits which the Agency issues for construction or development projects which require permits under the Division of Water Pollution Control, Air Pollution Control, Public Water Supplies and Land Pollution Control. Special conditions may also be imposed by the separate divisions in addition to these standard conditions.

- 1. Unless this permit has been extended or it has been voided by a newly issued permit, this permit will expire one year after this date of issuance unless construction or development on this project has started on or prior to that date.
- 2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted the Illinois Pollution Control Board.
- 3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
- 4. The permittee shall allow any agent duly authorized by the Agency upon the presentation of credentials:
  - a. to enter at reasonable times the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit.
  - b. to have access to and copy at reasonable times any records required be kept under the terms and conditions of this permit,
  - c. to inspect at reasonable times, including during any hours or operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit.
  - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants.
  - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
- 5. The issuance of this permit:
  - a. shall not be considered as in any manner affecting the title of the permits upon which the permitted facilities are to be located;
  - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
  - c. does not release the permittee from compliance with the other applicable statues and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
  - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
  - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability directly or indirectly for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
- 6. These standard conditions shall prevail unless modified by special conditions.
- 7. The Agency may file a complaint with Board of modification, suspension or revocation of a permit:
  - a. upon discovery that the permit application misrepresentation or false statements or that all relevant facts were not disclosed; or
  - b. upon finding that any standard or special conditions have been violated; or
  - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

#### ADJUSTING FRAMES AND GRATES (BDE)

Effective: April 1, 2017

Add the following to Article 602.02 of the Standard Specifications:

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

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

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

Add the following to Section 1043 of the Standard Specifications:

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

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

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

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

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

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

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

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

80382

#### **BUTT JOINTS (BDE)**

Effective: July 1, 2016

Add the following to Article 406.08 of the Standard Specifications.

"(c) Temporary Plastic Ramps. Temporary plastic ramps shall be made of high density polyethylene meeting the properties listed below. Temporary plastic ramps shall only be used on roadways with permanent posted speeds of 55 mph or less. The ramps shall have a minimum taper rate of 1:30 (V:H). The leading edge of the plastic ramp shall have a maximum thickness of 1/4 in. (6 mm) and the trailing edge shall match the height of the adjacent pavement ± 1/4 in. (± 6 mm).

The ramp will be accepted by certification. The Contractor shall furnish a certification from the manufacturer stating the temporary plastic ramp meets the following requirements.

Physical Property	Test Method	Requirement
Melt Index	ASTM D 1238	8.2 g/10 minutes
Density	ASTM D 1505	0.965 g/cc
Tensile Strength @ Break	ASTM D 638	2223 psi (15 MPa)
Tensile Strength @ Yield	ASTM D 638	4110 psi (28 MPa)
Elongation @ Yield <sup>1/</sup> , percent	ASTM D 638	7.3 min.
Durometer Hardness, Shore D	ASTM D 2240	65
Heat Deflection Temperature, 66 psi	ASTM D 648	176 °F (80 °C)
Low Temperature Brittleness, F <sub>50</sub>	ASTM D 746	<-105 °F (<-76 °C)

#### 1/ Crosshead speed -2 in./minute

The temporary plastic ramps shall be installed according to the manufacturer's specifications and fastened with anchors meeting the manufacturer's recommendations. Temporary plastic ramps that fail to stay in place or create a traffic hazard shall be replaced immediately with temporary HMA ramps at the Contractor's expense."

80366

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

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

Extended Traffic Control occurs between April 1 and November 30:

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

Extended Traffic Control occurs between December 1 and March 31:

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

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

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

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

OCT = Original contract time in calendar days.

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

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

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

80384

#### CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

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

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	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

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

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

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

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

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

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

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

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

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

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

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

#### **Diesel Retrofit Deficiency Deduction**

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

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

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

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

#### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: 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.

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 19.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (f) FINAL PAYMENT. 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.

## **DISPOSAL FEES (BDE)**

Effective: November 1, 2018

Replace Articles 109.04(b)(5) - 109.04(b)(8) of the Standard Specifications with the following:

- "(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

(9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

## **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: August 1, 2018

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

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

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

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

- a. Confined Edge. Each confined edge density shall be represented by a 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.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed."

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
		` edges)	Minimum
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 <sup>2/</sup> – 97.4%	90.0%

SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%"
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## **HOT-MIX ASPHALT – OSCILLATORY ROLLER (BDE)**

Effective: August 1, 2018 Revised: November 1, 2018

Add the following to Article 406.03 of the Standard Specifications:

"(j) Oscillatory Roller .......1101.01"

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P 3/		V <sub>S</sub> , P <sup>3/</sup> , T <sub>B</sub> , T <sub>F</sub> , 3W, O <sub>T</sub>	To the satisfaction of the Engineer.
Binder and Surface <sup>1/</sup> Level Binder <sup>1/</sup> : (When the density requirements of Article 406.05(c) apply.)	V <sub>D</sub> , P <sup>3/</sup> , T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	P <sup>3/</sup> , O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F,</sub> O <sub>T</sub>	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
IL-4.75 and SMA 4/ 5/	T <sub>B,</sub> 3W, O <sub>T</sub>		T <sub>F</sub> , 3W, O <sub>T</sub>	
Bridge Decks <sup>2/</sup>	Тв		T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

<sup>3/</sup> A vibratory roller ( $V_D$ ) or oscillatory roller ( $O_T$  or  $O_B$ ) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder."

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

<sup>&</sup>quot;O<sub>T</sub> - Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).

O<sub>B</sub> - Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m)."

Add the following to Article 1101.01 of the Standard Specifications:

- "(h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:
  - (1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm)48 in. (1200 mm);
  - (2) The minimum length of the drum(s) shall be 57 in. (1480 mm)66 in. (1650 mm);
  - (3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and
  - (4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN)."; and
  - (5) Self-adjusting eccentrics, and reversible eccentrics on non-driven drum(s)."

## 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."

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

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

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

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

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

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

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

Add the following to Article 602.02 of the Standard Specifications:

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

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

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

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

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

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

## MAST ARM ASSEMBLY AND POLE (BDE)

Effective: August 1, 2018

Revise the first sentence of Article 1077.03(b) of the Standard Specifications to read:

"Anchor rods shall be according to Article 1006.09, Grade 105, and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and threaded a minimum of 2 in. (50 mm) with matching hex head nut at the other end."

## 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."

## 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 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)

 $D = MPI_M - MPI_1$ 

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<sub>L</sub> = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the  $MPI_L$  and  $MPI_M$  in excess of five percent, as calculated by:

Percent Difference =  $\{(MPI_L - MPI_M) \div MPI_L\} \times 100$ 

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

#### Attachment

Attachment	
Item	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	
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%"

#### 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.

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

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

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

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

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

- Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

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

#### II. NONDISCRIMINATION

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

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

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

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

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

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a

separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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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.