

# 150

Letting January 19, 2024

## Notice to Bidders, Specifications and Proposal



**Contract No. 61J74  
COOK County  
Section 18-00131-00-SW (Niles)  
Various Routes  
Project RR9H-398 ()  
District 1 Construction Funds**

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. January 19, 2024 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. 61J74  
COOK County  
Section 18-00131-00-SW (Niles)  
Project RR9H-398 ()  
Various Routes  
District 1 Construction Funds**

**Sidewalk replacement with curb & gutter, pavement marking, signage, and landscaping along various routes in the Village of Niles.**

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

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

**CONTRACT 61J74**

**INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2024

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-24)

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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 Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274		<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
80173		<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426		<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80241		<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
50531		<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
50261		<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
* 80449	103	<input checked="" type="checkbox"/> Cement, Type II	Aug. 1, 2023	
80384	104	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199		<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80453		<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
80261	108	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434		<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	111	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229		<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80452		<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
80447		<input type="checkbox"/> Grading and Shaping Ditches	Jan 1, 2023	
80433		<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443		<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
* 80456	121	<input checked="" type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	
80446		<input type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438		<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80045		<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450		<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	122	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan 1, 2023	
80451	127	<input checked="" type="checkbox"/> Portland Cement Concrete	Aug. 1, 2023	
34261		<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
* 80455	128	<input checked="" type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	
80445		<input type="checkbox"/> Seeding	Nov. 1, 2022	
80448	130	<input checked="" type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
80340		<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127		<input type="checkbox"/> Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
80397	131	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	132	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
* 80437	133	<input checked="" type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
80435		<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410		<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
20338	135	<input checked="" type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429		<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	138	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80302	139	<input checked="" type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80454		<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
80427	140	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	142	<input checked="" type="checkbox"/> Working Days	Jan. 1, 2002	



## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein, and the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, which apply to and govern the construction of Sidewalk Infill Improvements, Section 18-00131-00-SW; Village of Niles, Cook County; and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Route: Golf Rd, Greenwood Ave, Milwaukee Ave  
Section: 18-00131-00-SW  
County: Cook  
Contract No.: 61J74  
Job No.: C-91-091-21  
Project No.: RR9H(398)

#### LOCATION OF PROJECT

The project is located along Golf Road, Greenwood Avenue, and Milwaukee Avenue, in the Village of Niles, Cook County, Illinois, as shown in the plans. The net and gross length of the project is 2.79 miles.

#### DESCRIPTION OF PROJECT

The work consists of sidewalk removal, curb and gutter removal, PCC sidewalk, pavement marking, signage, landscape restoration and all incidental and collateral work necessary to complete the project in accordance with the approved Plans and Specifications, and as described herein.

#### MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

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

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

Effective: June 1, 2016

Revised: January 1, 2020

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

**UTILITIES TO BE ADJUSTED**

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

**Pre-Stage**

<b>STAGE LOCATION /</b>	<b>TYPE</b>	<b>DESCRIPTION</b>	<b>RESPONSIBLE AGENCY</b>	<b>DURATION OF TIME</b>
Golf Rd: Dee Rd to Washington Rd	Electric	Aerial line and poles in conflict with proposed sidewalk and light poles	ComEd	15 days
Golf Rd: Dee Rd to Washington Rd	Communication	Aerial lines on ComEd poles in conflict with proposed sidewalk and light poles	Comcast	5 days
Greenwood Ave Sta 30+20	Electric	Manhole to be adjusted to match with proposed sidewalk	ComEd	1/2 day
Greenwood Ave Sta 35+50	Electric	Manhole to be adjusted to match with proposed sidewalk	ComEd	1/2 day
Greenwood Ave Sta 36+55	Electric	Manhole to be adjusted to match with proposed sidewalk	ComEd	1/2 day
Golf Rd Sta 308+10	Sewer	Manhole to be adjusted to match with proposed sidewalk	MWRD	1/2 day
Golf Rd at Greenwood	Sewer	Manhole to be adjusted to match with proposed sidewalk	MWRD	1/2 day
Golf Rd Sta 500+05	Sewer	Manhole to be adjusted to match with proposed sidewalk	MWRD	1/2 day

Golf Rd Sta 507+25	Sewer	Manhole to be adjusted to match with proposed sidewalk	MWRD	1/2 day
Golf Rd Sta 514+50	Fiber optic	Handhole to be adjusted to match with proposed sidewalk	Level 3/Lumen	1/2 day
Golf Rd Sta 508+00	Gas	Manhole to be adjusted to match with proposed sidewalk	Nicor	1/2 day
Golf Rd Sta 706+90	Gas	Manhole to be adjusted to match with proposed sidewalk	Nicor	1/2 day
Greenwood Ave Sta 10+60	Gas	Manhole to be adjusted to match with proposed sidewalk	Nicor	1/2 day
Milwaukee Ave Sta 2015+00	Gas	Manhole to be adjusted to match with proposed sidewalk	Nicor	1/2 day
Golf Rd Sta 108+50	Communication	Utility pedestal to be relocated	AT&T	1 day
Golf Rd Sta 506+85	Communication	Utility pedestal to be relocated	AT&T	1 day
Golf Rd Sta 508+10	Communication	Utility pedestal to be relocated	AT&T	1 day
Golf Rd Sta 604+90	Communication	Utility pedestal to be relocated	AT&T	1 day
Greenwood Ave Sta 14+80	Communication	Manhole to be adjusted to match with proposed sidewalk	AT&T	1/2 day
Greenwood Ave Sta 21+65	Communication	Manhole to be adjusted to match with proposed sidewalk	AT&T	1/2 day
Greenwood Ave Sta 25+45	Communication	Handhole to be adjusted to match with proposed sidewalk	AT&T	1/2 day
Greenwood Ave Sta 28+60	Communication	Handhole to be adjusted to match with proposed sidewalk	AT&T	1/2 day

Greenwood Ave Sta 30+15	Communication	Utility pedestal to be relocated	AT&T	1 day
Greenwood Ave Sta 35+95	Electric	Utility pedestal to be relocated	AT&T	1 day
Milwaukee Ave Sta 2006+90	Communication	Handhole to be adjusted to match with proposed sidewalk	AT&T	1/2 day
Milwaukee Ave Sta 2009+40	Communication	Handhole to be adjusted to match with proposed sidewalk	AT&T	1/2 day
Golf Rd Sta 105+10	Communication	Manhole to be adjusted to match with proposed sidewalk	Verizon/MCI	1/2 day
Greenwood Ave Sta 23+75	Communication	Handhole to be adjusted to match with proposed ground	Verizon/MCI	1/2 day
Milwaukee Ave Sta 2014+20	Communication	Handhole to be adjusted to match with proposed sidewalk	Verizon/MCI	1/2 day
Golf Rd Sta 200+45	Communication	Handhole to be adjusted to match with proposed sidewalk	Verizon/MCI	1/2 day
Golf Rd Sta 206+25	Communication	Handhole to be adjusted to match with proposed sidewalk	Verizon/MCI	1/2 day
Golf Rd Sta 305+80	Communication	Handhole to be adjusted to match with proposed sidewalk	Verizon/MCI	1/2 day
Greenwood Ave Sta 36+30	Communication	Handhole to be adjusted to match with proposed sidewalk	Verizon/MCI	1 day
Greenwood Ave Sta 40+60	Communication	Handhole to be adjusted to match with proposed ground	Verizon/MCI	1/2 day
Golf Rd Sta 701+70	Communication	Handhole to be adjusted to match with proposed sidewalk	Verizon/MCI	1/2 day
Greenwood Ave Sta 16+20	Communication	Cell site tower to be relocated beyond proposed sidewalk	Verizon/MCI	1 day

**Pre-Stage: 41 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.

<b>Agency/Company Responsible to Resolve Conflict</b>	<b>Name of contact</b>	<b>Phone</b>	<b>E-mail address</b>
Wide Open West	Paul Flinkow	630-536-3139	paul.flinkow@wowinc.com
AT&T	Chris Cass	708-972-8993	cc4361@att.com
ComEd	Daniel Mendez	630-576-7237	daniel.Mendez@ComEd.com
Aqua Illinois	Brian O'Keefe	815-614-2075	BTOKeefe@aquaamerica.com
Comcast	Tom Munar	224-229-5851	thomas_munar@comcast.com
Crown Castle	Nick Belinsky	724-416-2449	Nicholas.Belinsky@crowncastle.com
Illinois American Water	Harold Smith	618-238-3273	harold.smith@amwater.com
Windstream	Lisa Zingula	800-289-1901	Lisa.Zingula@windstream.com
Level 3	Ben Pacocha	847-954-8250	Ben.pacocha@lumen.com
Verizon MCI	Zemenu Bejiga		Zbejiga@asginc.us
Zayo Fiber Solutions	John Ferraresi	312-216-0450	John.ferraresi@zayo.com
G4S Technology	Doug Gones	630-343-2826	douglas.gones@usa.g4s.com
Metropolitan Water Reclamation District	Joe Schuessler	312-751-3236	schuesslerj@mwrdr.org
Natural Gas Pipeline	Mark Thorson	713-420-4363	mark_thorson@kindermorgan.com
Nicor	Charles M. "Chip" Parrott	630-388-3319	cparrot@southernco.com
Northwest Water	David Neybert	847-635-0777	dneybert@northwestwater.org
Sprint	Jason Jarvis	815-483-1540	jason.m.jarvis@sprint.com
RVP Fiber	Ryan Medema	616-233-7144	rjmiedema@ussignal.com
Warnack	Nathan Deal	913-601-5274	nathan.deal@wanrack.com

**UTILITIES TO BE WATCHED AND PROTECTED**

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

**All Times**

<b>STAGE / LOCATION</b>	<b>TYPE</b>	<b>DESCRIPTION</b>	<b>OWNER</b>
Golf Rd Sta. 105+00 to 190+00 Milwaukee Ave Sta. 3000+00 to 3025+00	Electric	Existing utility poles and overhead lines to be watched and protected	ComEd
Greenwood Ave Sta. 10+05 to 40+64	Electric	Existing underground lines to be watched and protected	ComEd
Golf Rd Sta. 100+00 to 300+85, Sta. 500+00 to 527+30 Greenwood Avenue Sta. 23+25 to 28+00	Communication	Existing underground lines to be watched and protected	Comcast
Milwaukee Avenue Sta 3000+00 to 3025+00	Communication	Existing utility poles and overhead lines to be watched and protected	Comcast
Greenwood Ave Sta. 10+05 to 40+64	Communication	Existing underground lines to be watched and protected	AT&T
Golf Rd Sta. 509+00 to 534+00	Communication	Existing underground lines to be watched and protected	Level 3
Golf Rd Sta. 105+00 to 190+00 Milwaukee Ave Sta. 3000+00 to 3025+00	Communication	Existing utility poles and overhead lines to be watched and protected	Verizon MCI
Golf Rd Sta. 105+00 to 190+00 Greenwood Ave Sta. 10+05 to 40+64 Milwaukee Ave Sta. 3000+00 to 3025+00	Communication	Existing underground lines to be watched and protected	Verizon MCI
Golf Rd Sta. 509+00 to 534+00	Gas	Existing underground lines to be watched and protected	G4S
Golf Rd Sta. 519+00 to 520+00	Water main	Existing underground main to be watched and protected	Northwest Water
Golf Rd Sta. 105+00 to 190+00	Sewer	Existing underground lines to be watched and protected from all construction operations, vibrations, and heavy equipment	MWRD
Golf Rd Sta. 105+00 to 190+00 Greenwood Ave Sta. 10+05 to 40+64 Milwaukee Ave Sta. 3000+00 to 3025+00	Gas	Existing underground lines to be watched and protected	Nicor

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

<b>Agency/Company Responsible to Resolve Conflict</b>	<b>Name of contact</b>	<b>Phone</b>	<b>E-mail address</b>
Wide Open West	Paul Flinkow	630-536-3139	paul.flinkow@wowinc.com
AT&T	Chris Cass	708-972-8993	cc4361@att.com
ComEd	Daniel Mendez	630-576-7237	daniel.Mendez@ComEd.com
Aqua Illinois	Brian O'Keefe	815-614-2075	BTOKeefe@aquaamerica.com
Comcast	Tom Munar	224-229-5851	thomas_munar@comcast.com
Crown Castle	Nick Belinsky	724-416-2449	Nicholas.Belinsky@crowncastle.com
Illinois American Water	Harold Smith	618-238-3273	harold.smith@amwater.com
Windstream	Lisa Zingula	800-289-1901	Lisa.Zingula@windstream.com
Level 3	Ben Pacocha	847-954-8250	Ben.pacocha@lumen.com
Verizon MCI	Zemenu Bejiga		Zbejiga@asginc.us
Zayo Fiber Solutions	John Ferraresi	312-216-0450	John.ferraresi@zayo.com
G4S Technology	Doug Gones	630-343-2826	douglas.gones@usa.g4s.com
Metropolitan Water Reclamation District	Joe Schuessler	312-751-3236	schuesslerj@mwrdd.org
Natural Gas Pipeline	Mark Thorson	713-420-4363	mark_thorson@kindermorgan.com
Nicor	Charles M. "Chip" Parrott	630-388-3319	cparrot@southernco.com
Northwest Water	David Neybert	847-635-0777	dneybert@northwestwater.org
Sprint	Jason Jarvis	815-483-1540	jason.m.jarvis@sprint.com
RVP Fiber	Ryan Medema	616-233-7144	rjmiedema@ussignal.com
Warnack	Nathan Deal	913-601-5274	nathan.deal@wanrack.com

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

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

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

### **TRAFFIC CONTROL PLAN**

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 Department and Village at least 72 hours in advance of beginning work.

#### STANDARDS:

701001, 701006, 701101, 701106, 701427, 701601, 701602, 701606, 701701, 701801, 701901

#### DETAILS:

TC-10: Traffic Control and Protection for Side Roads, Intersections, and Driveways  
TC-13: District One Typical Pavement Markings  
TC-22: Arterial Road Information Sign  
TC-26: Driveway Entrance Signing

#### SPECIAL PROVISIONS:

Maintenance of Roadways  
Work Zone Traffic Control Surveillance (LRS #3)  
Public Convenience and Safety (D-1)  
Vehicle and Equipment Warnings Lights (BDE)  
Work Zone Traffic Control Devices (BDE)  
Temporary Information Signing  
Keeping Arterial Roadways Open to Traffic (Lane Closures Only)

### **PUBLIC CONVENIENCE AND SAFETY (D-1)**

Effective: May 1, 2012

Revised: July 15, 2012

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

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



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

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

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

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

### **KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)**

Effective: January 22, 2003

Revised: August 10, 2017

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

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

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

Peak traffic volume hours are defined as weekdays (Monday through Friday) from 6:00 AM to 8:30 AM and 4:30 PM to 6:00 PM.

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

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

One lane or ramp blocked = \$ 1,000.00

Two lanes blocked = \$ 2,000.00

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

### **SIDEWALK INSTALLATION ON GOLF ROAD AT SHOPS ON GOLF FRONTAGE**

The sequence of construction along Golf Road between STA. 303+75 LT and STA. 308+35 LT shall be as follows and shall be discussed with the Village and Resident Engineer at the pre-construction meeting, and again during construction prior to implementation:

- Notify property owner (Howard Pattis) a minimum of 1 week prior to start of work and 2<sup>nd</sup> notification 48 hours prior to removal operations.
- Removal operations and concrete sidewalk installation
- Removal of all equipment and construction debris from the site

All excavation, forming and concrete placing work shall be completed within 5 calendar days beginning at the start of removal operations and ending at the completion of sidewalk installation. The required curing period and backfilling can occur after the 5 days but must be completed within 48 hours after the concrete curing period. At the end of the 5 calendar days all equipment, excess material and debris shall be removed from the site. The Contractor's work shall not interfere with the adjacent parking lot and shall not impede any parking operations. If the work is not completed within 5 calendar days, liquidated damages will be charged in accordance with Article 108.09 of the Standard Specifications.

### **TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996

Revised: January 29, 2020

#### Description.

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

#### Materials.

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

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

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.

Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

### **GENERAL CONSTRUCTION REQUIREMENTS**

#### Installation.

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

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

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

#### Method of Measurement.

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

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

Basis Of Payment.

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

**DETECTABLE WARNINGS**

This work shall consist of the installation of pre-fabricated panel of truncated domes twenty-four inches (24") wide and varying in length on concrete sidewalk accessibility ramps at locations as directed by the Engineer along Irving Park Road.

Truncated domes shall be in accordance with Article 424.09 of the Standard Specifications. The domes shall parallel the pavement crosswalk in accordance with the latest Highway Standard. The panel shall be Red. The panel shall meet the requirements of ASTM C1028 – Slip Resistance and ASTM G155 – Accelerated Weathering.

The Detectable Warning Panel shall be one of the following products:

1. Duratek tile available from  
Detectile Corporation  
P.O. Box 3513  
Oak Brook, IL 60523  
Phone: (630) 734-0277

OR

2. High-Impact Polymer Wet-Set tile available from  
TufTile, Inc.  
1200 Flex Court  
Lake Zurich, IL 60047  
Phone: (888) 960-8897

OR

3. Armor-Tile Replaceable Cast-In Place System available from  
White Cap Construction Supply  
8124 W. 188<sup>th</sup> Street  
Mokena, IL 60448  
Phone: (815) 464-8828

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

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

This work will be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS.

## **DETECTABLE WARNINGS (SPECIAL)**

### Description.

Work under this item shall consist of installing cast iron or steel detectable warning tiles as shown on the plans. Work shall be performed according to Section 424 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, except as herein modified.

### Materials.

Detectable warning tiles shall be of uniform quality, and free of surface defects. The detectable warnings shall be constructed out of one of the following:

- 1) Cast iron meeting requirements of ASTM A 48 Class 30 or better.
- 2) Galvanized steel – 10 gauge, G90 galvanization or better
- 3) Stainless steel – 10 gauge or better

The dome size and spacing of the detectable warnings shall meet all requirements of sections R305.1.1 and R305.1.2 of PROWAG.

The color of the detectable warning tiles is to be approved by the Engineer unless otherwise specified in the plans and comply with the requirements of section R305.1.3 of PROWAG.

If a concrete border is required for installation of the detectable warnings, it shall comply with section R305.2 of PROWAG.

### Responsibility of the Contractor.

The contractor shall verify all dimensions with the product manufacturer. If using radial units, the contractor shall verify that the radius of the detectable warnings supplied by the manufacturer matches that of the curb radius.

The contractor shall ensure that the supplied detectable warnings allow placement of the rows of domes that are aligned parallel with the path of travel. Where detectable warnings are radial, dome orientation is not significant.

The contractor shall ensure a maximum vertical transition of ¼" between the edge of the detectable warnings and adjacent concrete.

### Measurement and Payment.

This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS (SPECIAL).

## **TREE TRANSPLANT**

This work consists of digging, transporting, and planting recently installed trees.

The trees designated by the Engineer to be salvaged shall be removed and immediately replanted as directed by the Engineer. Mechanically dug plants must be replanted immediately in their permanent locations and not stored. These trees will be placed within quarter mile of the extraction site at locations staked by the Engineer within the project area.

All work methods, transplanting of salvaged plant material and all other related landscape work shall be done in accordance with Section 253 of the Standard Specifications except as follows:

Article 253.03 - add the following:

Digging and planting times for transplanted trees shall be as required by the Engineer and shall not cause delay of the project.

Planting times for replacement plants shall be as required in Article 253.03.

Article 253.04 - add the following:

Trees to be transplanted shall not be dug more than 24 hours prior to the time the Contractor is ready to transport these materials from their original locations. All trees shall be balled and burlapped or mechanically dug to the sizes specified in the latest American Standard for Nursery Stock. Earth balls of balled and burlapped plant material shall be watered and shall be protected against drying out. Balled plants shall not be left in open holes overnight.

Article 253.09(a) - add the following:

All tree pruning shall be done prior to installation.

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. Individual saucer shall be a minimum 3 foot diameter around each tree. No weed barrier fabric will be required for tree and shrub planting. Mulch shall be kept 6" away from the base of the trunk.

Article 253.14 - add to paragraph three the following:

Any transplanted tree which is not acceptable at the time of the Period of Establishment Inspection shall be replaced with a balled and burlapped tree of the same type and size as that which is unacceptable.

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

During plant care additional watering shall be performed at least every two weeks during the months of May through October. The contractor shall apply a minimum of 35 gallons of water per tree. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions. See specification for Supplemental Watering.

Method of Measurement:

Trees to be transplanted shall be measured for payment as each in place at the planting location. A root ball with multiple stems shall be measured as one tree.

Basis of Payment:

This work will be paid for at the contract unit price each for TREE TRANSPLANT, which price shall include all labor, equipment, materials, plant care, disposal and incidental required to complete the work as specified herein and to the satisfaction of the Engineer. Watering shall be paid for at the contract unit price for SUPPLEMENTAL WATERING. Payment will be made according to the following schedule.

- a) Initial Payment. Upon completion of transplanting, mulch covering, wrapping, and bracing, 75 percent of the pay item(s) will be paid for trees found to be in a live and healthy condition by May 31<sup>st</sup>, as specified in Article 253.14.

Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid.

## **IRRIGATION SYSTEM SPECIAL**

### Description.

This work consists of installing a water delivery system as shown on the plans and as herein specified, including the furnishing of all labor, equipment, materials, necessary for the construction of the system as designed and any necessary permits.

Complete irrigation system as designed per plan. Includes backflow preventors and enclosures, controllers, mainlines, low voltage wiring, laterals, heads, 4" and 3" PVC sleeves under roadways, water service and piping to RPZ location, water meters, and 110-volt electrical service into the controller enclosure for a fully functional system.

The irrigation contractor shall have installed at least 5 (five) irrigation projects sites similar in nature within the past two years and shall be registered with the State of Illinois as an Irrigation Contractor.

The Engineer will have the right at any stage of the construction operation to reject any and all work and materials which do not meet the requirements of these specifications. Such rejected work and materials shall be immediately removed from the site and replaced in an acceptable manner. The Contractor will be solely responsible for the work until the expiration of the establishment period. Any settling of trenches will be repaired at contractors cost immediately.

### Submittals.

- A. Product data: submit 2 sets of manufacturer's technical data for the owner's records. Operating instructions: submit instruction sheets and parts list covering all operating equipment for the owner's records at the final inspection.
- B. Contractor shall provide a fall system shut down for 2015 and 2016 and a complete spring turn on in 2016 at no additional charge. Repair and replacement of faulty materials and equipment will be made within 48 hours and at no cost to the owner.

### Installation.

Any objectionable materials such as old concrete, bricks, or other debris encountered during the installation operations shall be removed from the site by the Contractor at no additional cost to the contract.

Pipeline positions indicated on the plans are generally schematic and shall be field adjusted by the contractor to avoid obstacles.

All lateral piping is to be pulled in with the use of a vibratory plow or trenched. All soil will be properly re-compacted and left in ready for sod or seed condition. All PVC mainlines are to be installed with the use of a trencher. All soil will be properly re-compacted and left in ready for sod or seed condition.

All trenches shall be compacted by mechanically compacting in six inch (6") layers immediately after backfill has been placed. All open trenches will be filled the same day as they are open.

Upon completion of all work, an inspection for acceptance of work shall be held. The Contractor will notify the Engineer at least three days prior to the anticipated inspection date.

The Contractor shall demonstrate the entire system (one circuit at a time) to the Village, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius and arc of coverage, and that the system is workable, clean, and efficient. This shall be a requirement for acceptance of the work.

Minor deficiencies will be rectified with three (3) days of the inspection date. If significant deficiencies are found during the inspection, such work shall be corrected prior to the issuance of the letter of acceptance.

The Contractor shall provide a complete set of accurate "as built" drawings in AutoCAD format.

Method of Measurement.

This work will be measured for payment in place per LUMP SUM for the complete irrigation system as stated above and as shown in the plans.

Basis of Payment.

This work shall be paid for at the contract LUMP SUM price for IRRIGATION SYSTEM SPECIAL which prices shall include electrical service coordination and installation, water service tap, and all materials, equipment and labor needed to furnish and install the complete irrigation system.

**SUPPLEMENTAL WATERING**

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

Schedule: Watering will only begin after the successful completion of all period of establishment requirements. Water trees, shrubs, and vines every 7 days throughout the growing season (April 1 to November 30). Water perennials, plugs, and sod a minimum of twice a week. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. **The Contractor shall give an approximate time window of when they will begin at the work location to the Engineer. The Engineer shall be present during the watering operation.** A minimum of 10 units of water per day must be applied until the work is complete.

Should the Contractor fail to complete the work on a timely basis or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department liquidated damages as outlined in the **“Failure to Complete Plant Care and Establishment Work on Time” special provision.**

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department’s actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department’s actual loss and fairly takes into account the loss of the trees if the watering is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

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

- 3 gallons per perennial plant (Gallon)
- 27 gallons per square yard for Sodded Areas
- 35 gallons per tree

Method of Application: A spray nozzle that does not damage small plants must be used when watering all vegetation. Water shall be applied at the base of the plant to keep as much water as possible off plant

leaves. An open hose may be used to water trees, shrubs, and seedlings if mulch and soil are not displaced by watering. The water shall be applied to individual plants in such a manner that the plant hole shall be saturated without allowing the water to overflow beyond the earthen saucer. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. Water shall slowly infiltrate into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

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

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

## **PROTECTION OF EXISTING TREES**

The Contractor shall be responsible for taking measures to minimize damage to the tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for TEMPORARY FENCE, TREE TRUNK PROTECTION, TREE ROOT PRUNING, and TREE PRUNING.

The Contractor shall coordinate with the village forester prior to the start of construction to do a walk through and determine which trees or shrubs are to be protected, method of protection, and determine type of work to minimize damage to the tree.

All work, materials and equipment shall conform to Section 201 and 1081 of the Standard Specifications except as modified herein.

### **A. Earth Saw Cut of Tree Roots (Root Pruning):**

1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
  - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.
  - b. Root prune to a maximum width of 4-inches using a reciprocating saw blade for cutting tree roots or similar cutting machine. Trenching machines will not be permitted.
  - c. Exercise care not to cut any existing utilities.
  - d. If during construction it becomes necessary to expose tree roots which have not been pre-cut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping, or tearing will not be permitted.
  - e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.



2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:

- a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
- b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.
- c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.

3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

Root pruning will be paid for at the contract unit price each for TREE ROOT PRUNING, which price shall be payment for all labor, materials, and equipment.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall include labor, materials, and equipment.

B. Temporary Fence:

1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone".

2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.

3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.

4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.

5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

The fence shall be similar to wood lath snow fence (48 inches high), plastic poly-type or and other type of highly visible barrier approved by the Engineer. This fence shall be properly maintained and shall remain up until final restoration unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts. **Utilizing re-bar as a fence post will not be permitted.**

Temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include furnishing, installing, maintaining, and removing.

C. Tree Trunk Protection:

1. The Contractor shall erect trunk protection around all trees within the construction area to prevent damage to the trunk of the tree when temporary fence is not an option before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone".
2. The 2 inch x 8 inch x 8 foot boards shall be banded continuously around the trunk of each tree to prevent scarring of the trees shown on the plans or designated by the Engineer.
3. Multi-stem trees, saplings, and shrubs to be protected within the area of construction, temporary fence may be used for trunk protection.

Tree trunk protection will be paid for at the contract unit price per each for TREE TRUNK PROTECTION, which price shall include materials, installation, and removal.

C. Tree Limb Pruning:

1. The Contractor shall inspect the work site in advance and arrange with the village forester to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.
2. Top Pruning: When thirty percent (30%) or more of the root zone of a tree is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall include labor, materials, and equipment.

D. Removal of Driveway Pavement and Sidewalk:

1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb or edge of pavement and the right-of-way property line.
2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal shall be done by excavation equipment, or by hand, or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.

E. Backfilling:

1. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one (1"), unless otherwise directed by the Engineer. No grading will be allowed within the drip-line of any tree unless directed by the Engineer.

F. Damages:

1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensue, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.

2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

**PLANTING PERENNIAL PLANTS**

Delete Article 254.03(a) Planting Time and substitute the following:

Bulbs shall be planted between October 15 and November 30. Bulbs shall not be installed prior to trees, shrubs, perennials, and ornamental grasses are planted.

Delete Article 254.05 Layout of Planting and substitute the following:

When plants are specified to be planted in prepared soil planting beds, the planting bed shall be approved by the Engineer prior to planting. The Contractor shall be responsible for all plant layout. The layout must be performed by qualified personnel. The planting locations must be laid out as shown in the landscape plan. This will require the use of an engineer's scale to determine some dimensions. Bed limits shall be painted or flagged. Individual plants layout shall be marked prior to installation. The Engineer will contact the Roadside Development Unit at (847) 705-4171 to approve the layout prior to installation. Allow a minimum of three (3) days prior to installation for approval.

Add the following to Article 254.06 Planting Procedures:

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

- Spade a planting bed edge at approximately a 45 degree angle and to a depth of approximately three (3) inches around the perimeter of the perennial bed. Remove any debris created in the spade edging process and dispose of as specified in Article 202.03.
- Do not plant when soil is muddy.
- Trees and shrubs must be installed first to establish proper layout and to avoid damage to other plantings.
- Perennial plants shall be planted by a hand method approved by the Engineer. Open holes sized to accommodate roots, place plants so it is level with the surrounding soil and backfill with

soil, working carefully to avoid damage to roots and to leave no voids. Build up a small water basin of soil around each plant.

- Thoroughly water plant beds within 2 hours of installation. Do not wash soil onto crowns of plants.

Delete the first sentence of Article 254.08 Mulching and substitute the following:

A mulch sample shall be submitted to the Engineer for approval seven (7) days prior to placing.

Within 24 hours, the entire perennial plant bed shall be mulched with two (2) inches of fine grade Shredded Hardwood Bark Mulch. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark not to exceed two (2) inches in its largest dimension, free of foreign matter, sticks, stones, and clods. All hardwood mulch shall be processed through a hammer mill. Hardwood bark not processed through a hammer mill shall not be accepted.

Care shall be taken to place the mulch to form a saucer around each perennial so as not to smother the plants or bury leaves, stems, or vines under mulch material.

Delete Article 254.08 (b) Period of Establishment and substitute the following:

Perennial plants must undergo a 30-day period of establishment. Additional watering shall be performed not less than once a week for four weeks following installation. Any signs of stress exhibited by plant material must be given special consideration in determining water needs. Water immediately if plants begin to wilt, or if top (1) inch to two (2) inches of soil is dry. Water shall be applied at the rate of a minimum of 2 gallons per square foot. Water to ensure that moisture penetrates throughout the root zone, including the surrounding soil, and only as frequently as necessary to maintain healthy growth. **Do not over water.**

Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional watering.

Water must be applied in such a manner so as not to damage plant material. Water must trickle slowly into soil and completely soak the root zone. An openend hose is unacceptable. Water early in the day and apply water as close to the soil as possible without washing out soil or mulch. Water at the base of the plant to keep as much water as possible off plant leaves in order to minimize fungus problems. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing water to flow beyond the periphery of the bed. Thoroughly saturate all areas of the perennial bed, not just individual plants. The plants to be watered and the method of application will be approved by the Engineer.

The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering. Any loss of newly installed plant material determined by the Engineer to be due to lack of water, is the responsibility of the contractor to replace at no additional cost. Any damage to plant material due to incorrect watering must be corrected or replace at the Contractors expense, to the satisfaction of the Engineer.

Add the following Article 254.08 Period of Establishment:

During the period of establishment, weeds and grass growth shall be removed from within the mulched perennial beds. This weeding shall be performed a minimum of once per week or within 48 hours following notification by the Engineer during the 30-day period of establishment. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

The weeding may be performed in any manner approved by the Engineer provided the weed and grass growth, including their roots and stems, are removed from the area specified. Mulch disturbed by the weeding operation shall be replaced to its original condition. All debris that results from this operation must be removed from the right-of-way and disposed of at the end of each day in accordance with Article 202.03.

Add the following to Article 254.09 Method of Measurement:

a) Disposal of weeds, sod and debris (rock, stones, concrete, bottles, plastic bags, etc.) removed from the perennial planting bed as specified in Article 202.03.

Add the following to Article 254.10 Basis of Payment:

a) Payment for Shredded Mulch shall be included in contract unit price of the perennial plant pay item.

b) The unit price shall include the cost of all materials, equipment, labor, plant care, removal, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

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

Should the Contractor fail to complete the plant care and/or supplemental watering work as per the standard specifications or within 36 hours notification from the Engineer, or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of:

- \$20.00 per perennial/per day
- \$20.00 per sq yd sod/per day

not as penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of the tree(s) if the watering or plant care is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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

#### **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)**

**Description.** This work shall consist of the removal and disposal of regulated substances according to Section 669 of the Standard Specifications as revised below.

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

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

Site 3569A-3: Residential building, 9226 W. Golf Road, unincorporated Maine Township

- Station 104+60 to Station 106+70 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Site 3569A-5: Golf Glen Mart, 9000-9196 W. Golf Road, Niles

- Station 106+70 to Station 111+80 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Lead, and Manganese.
- Station 111+80 to Station 115+80 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.
- Station 115+80 to Station 117+80 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene, and Dibenzo(a,h)anthracene.
- Station 117+80 to Station 121+15 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Site 3569-5: Residential buildings, 9001-9009 Golf Road, 9575-9588 Terrace Place, and 9562-9599 Park Lane, unincorporated Maine Township

- Station 110+00 to Station 113+80 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameter: Manganese.
- Station 113+80 to Station 115+75 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.
- Station 115+75 to Station 117+80 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.
- Station 117+80 to Station 119+50 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameter: Benzo(a)pyrene.

Site 3569-6: Commercial building, 8933-8975 W. Golf Road, Niles

- Station 121+30 to Station 124+75 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1).

Site 3569-7: Residential building, 9602 Golf Terrace, unincorporated Maine Township

- Station 121+15 to Station 121+80 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5).

Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene, and Manganese.

Site 3569-8: Residential building, 8801 W. Golf Road, Niles

- Station 129+40 to Station 130+40 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameter: Benzo(a)pyrene, Dibenzo(a,h)anthracene, Lead, and Manganese.
- Station 130+40 to Station 131+65 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Site 3569-9: Residential building, 8800 Golf Road, unincorporated Maine Township

- Station 129+40 to Station 130+50 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1).
- Station 130+50 to Station 131+65 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.

Site 3569-10: Public Storage, 8790 Golf Road, unincorporated Maine Township

- Station 132+85 to Station 134+50 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.

Site 3569-11: Residence, 8745 Elm Drive, unincorporated Maine Township

- Station 133+00 to Station 134+50 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Lead.

Site 3569-12: Golf-Western Professional Building, 8780 W. Golf Road, Niles

- Station 134+50 to Station 135+50 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Site 3569-13: Residences, 8641-8741 Elm Drive and 9552-9555 Greenwood Drive, unincorporated Maine Township

- Station 134+50 to Station 135+75 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.
- Station 135+75 to Station 139+20 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene, and Manganese.
- Station 139+20 to Station 141+20 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.
- Station 141+20 to Station 142+95 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, and Manganese.

Site 3569-14: Parking lot, 8750 W. Golf Road, Niles

- Station 137+70 to Station 139+45 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Engineered Barrier. An engineered barrier shall be installed in sidewalk excavation trenches to limit the exposure and control the migration of contamination from the contaminated soil that remains within the excavation. It shall be placed beneath the sidewalk subbase backfill material at the following locations:

- Station 2011+95 to Station 2013+50 (Sidewalk Stationing), 0 to 7 feet LT (PESA Site 3569-14, Parking lot, 8750 W. Golf Road, Niles). Contaminants of concern sampling parameter: Lead.
- Station 2015+15 to Station 2019+00 (Sidewalk Stationing), 0 to 7 feet LT (PESA Site 3569-14, Parking lot, 8750 W. Golf Road, Niles). Contaminants of concern sampling parameter: Lead.

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

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

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

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

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

Site 3569-15: Greenwood Center, 8702-8716W. Golf Road, Niles

- Station 139+45 to Station 140+90 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1).

Site 3569A-7: The Shops on Golf, 8600-8630 W. Golf Road, Niles

- Station 140+90 to Station 142+75 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.
- Station 142+75 to Station 144+55 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameter: Benzo(a)pyrene.
- Station 144+55 to Station 146+80 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1).

Site 3569A-8: Golf Mill Chevrolet, 9530 N. Greenwood Avenue, Niles

- Station 142+95 to Station 144+00 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, and Manganese.
- Station 144+00 to Station 145+40 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.
- Station 145+40 to Station 146+50 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.



- Station 146+50 to Station 148+60 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Lead, and Manganese.
- Station 148+60 to Station 149+50 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Site 3569A-11: Shell gas station, 8560 W. Golf Road, Niles

- Station 146+80 to Station 152+00 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Lead, and Manganese.

Site 3569A-14: Golf Mill Shopping Mall, 239 Golf Mill Center, Niles

- Station 149+50 to Station 150+55 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, and Manganese.
- Station 150+55 to Station 152+45 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Lead, and Manganese.
- Station 597+65 to Station 599+15 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)pyrene, and Lead.

At the Site 3569A-14 Golf Mill Shopping Mall property, Lead was detected at a concentration exceeding the TACO Tier 1 soil remediation objectives for the Construction Worker exposure route in soil boring 3569A-14-07, from the sample interval 0 to 1 feet deep, and in soil boring 3569A-14-08, from the sample interval 0 to 1 feet deep as noted in the Final Preliminary Site Investigation Report for this project, submitted November 2, 2023 by Huff & Huff, Inc. Procedures shall be implemented to protect site workers and observers from hazards encountered during construction activities in locations containing contaminated materials, pursuant to Article 669 of the Standard Specifications for Road and Bridge Construction manual.

- Station 599+15 to Station 600+70 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.
- Station 600+70 to Station 604+70 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Arsenic, Lead, and Manganese.

At the Site 3569A-14 Golf Mill Shopping Mall property, Lead was detected at a concentration exceeding the TACO Tier 1 soil remediation objectives for the Construction Worker exposure route in soil boring 3569A-14-06, from the sample interval 0 to 1 feet deep, as noted in the Final Preliminary Site Investigation Report for this project, submitted November 2, 2023 by Huff & Huff, Inc. Procedures shall be implemented to protect site workers and observers from hazards encountered during construction activities in locations containing contaminated materials, pursuant to Article 669 of the Standard Specifications for Road and Bridge Construction manual.

- Station 604+70 to Station 607+00 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Lead, and Manganese.

- Station 607+00 to Station 609+25 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.
- Station 609+25 to Station 613+50 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Lead, and Manganese.

Site 3569A-16: Commercial building, 8401-8445 W. Golf Road and 9555 N. Milwaukee Avenue, Niles

- Station 152+45 to Station 154+60 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, and Manganese.
- Station 154+60 to Station 156+45 (CL Golf Road), 0 to 65 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). Contaminants of concern sampling parameter: Benzo(a)pyrene.

Site 3569A-19: Golf Mill Ford, 9401 N. Milwaukee Avenue, Niles

- Station 595+65 to Station 600+00 (CL Milwaukee Avenue), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.

Site 3569A-20: Panera Bread, 9400 N. Milwaukee Avenue, Niles

- Station 594+00 to Station 595+95 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.
- Station 595+95 to Station 597+65 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Lead, and Manganese.

Site 3569A-22: Chase Bank, 9300 N. Milwaukee Avenue, Niles

- Station 590+80 to Station 594+00 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.

Site 3569A-24: Xsport Fitness, 9210 N. Milwaukee Avenue, Niles

- Station 586+30 to Station 590+80 (CL Milwaukee Avenue), 0 to 65 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, Lead, and Manganese.

Site 3569-25: Chase Bank, 8510 W. Golf Road, Niles

- Station 154+50 to Station 156+05 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, and Indeno(1,2,3-cd)pyrene.

Site 3569-28: Commercial building, 8470-8488 W. Golf Road, Niles

- Station 158+15 to Station 162+50 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameter: Manganese.

Site 3569-30: Commercial building, 8337-8349 W. Golf Road, Niles

- Station 160+20 to Station 161+80 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameter: Arsenic.

At the Site 3569-30 Commercial Building property, Arsenic was detected at a concentration exceeding the TACO Tier 1 soil remediation objectives for the Construction Worker exposure route in soil boring 3569-30-01, from the sample interval 5 to 9 feet deep, as noted in the Final Preliminary Site Investigation Report for this project, submitted November 2, 2023 by Huff & Huff, Inc. Procedures shall be implemented to protect site workers and observers from hazards encountered during construction activities in locations containing contaminated materials, pursuant to Article 669 of the Standard Specifications for Road and Bridge Construction manual.

Site 3569-32: ComEd substation, 8200 W. Golf Road, Niles

- Station 162+50 to Station 164+20 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.
- Station 164+20 to Station 167+80 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Arsenic, and Manganese.
- Station 169+85 to Station 171+85 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameter: Manganese.
- Station 171+85 to Station 173+30 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameter: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, and Indeno(1,2,3-cd)pyrene.

Site 3569-33: Four Flags Shopping Center, 8203-8331 W. Golf Road and 9465-9483 N. Milwaukee Avenue, Niles

- Station 163+00 to Station 164+40 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.
- Station 166+00 to Station 167+20 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameter: Manganese.
- Station 167+20 to Station 168+70 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.
- Station 168+70 to Station 171+25 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameter: Arsenic.

Site 3569-34: Wendy's, 8309 W. Golf Road, Niles

- Station 164+40 to Station 166+00 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, and Manganese.

Site 3569-35: Vacant land, 8175 W. Golf Road, Niles

- Station 171+25 to Station 173+10 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, and Manganese.

At the Site 3569-35 Vacant Land property, Manganese was detected at a concentration exceeding the TACO Tier 1 soil remediation objectives for the Construction Worker exposure route in soil boring 3569-35-01, from the sample interval 0 to 5 feet deep, as noted in the Final Preliminary Site Investigation Report for this project, submitted November 2, 2023 by Huff & Huff, Inc. Procedures shall be implemented to protect site workers and observers from hazards encountered during construction activities in locations containing contaminated materials, pursuant to Article 669 of the Standard Specifications for Road and Bridge Construction manual.

Site 3569-36: St. Isaac Jogues Catholic Church and Children's Learning World, 8101-8149 W. Golf Road, Niles

- Station 174+60 to Station 179+35 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Carbazole, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene, and Lead.
- Station 179+35 to Station 181+60 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.

Site 3569-37: Liquor Barn, 8170 W. Golf Road, Niles

- Station 173+80 to Station 175+00 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Site 3569-38: Horoscope & Astrology Readings, 2834 Golf Road, unincorporated Maine Township

- Station 175+00 to Station 176+70 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameter: Manganese.

Site 3569-39: Residences , 2828 Golf Road and 5 Michael Manor, unincorporated Maine Township

- Station 176+70 to Station 178+30 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.
- Station 178+30 to Station 180+00 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1).

Site 3569-41: Colonial-Wojciechowski Funeral Home, 8025 W. Golf Road, Niles

- Station 181+60 to Station 182+45 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, and Manganese.

Site 3569A-27: Washington Elementary School, 2710 W. Golf Road, unincorporated Maine Township

- Station 180+00 to Station 183+15 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.
- Station 183+15 to Station 186+65 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.

Site 3569A-29: Walgreens, 2690 W. Golf Road, unincorporated Maine Township

- Station 186+65 to Station 189+00 (CL Golf Road), 0 to 55 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Site 3569A-30: Mobil gas station, 7971 W. Golf Road, Morton Grove

- Station 186+05 to Station 189+00 (CL Golf Road), 0 to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameter: Manganese.

Greenwood Avenue, Niles, Cook County

- Station 10+00 to Station 14+25 and Station 22+50 to Station 31+00, 0 to 50 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Potential contaminants of concern sampling parameters: Metals.

**Work Zones**

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

**FRICION AGGREGATE (D-1)**

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> <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	<u>Allowed Alone or in Combination</u> <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 Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> <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 Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> <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>	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone		

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

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

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

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

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

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 <sup>1/</sup>
	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4/</sup> , CA 14, or CA 16
	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

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

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption  $\leq 2.0$  percent.”

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

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

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

“Item	Article/Section
(g) Performance Graded Asphalt Binder (Note 6)	1032
(h) Fibers (Note 2)	



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

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

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

"MIXTURE COMPOSITION (% PASSING) <sup>1/</sup>												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 <sup>6/</sup>	90	100
#8 (2.36 mm)	20	42	16	24 <sup>4/</sup>	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 <sup>3/</sup>
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
  
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing.”

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

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

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

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

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

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

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

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

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

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	V <sub>D</sub> , P , T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub> , O <sub>T</sub>	As specified in Section 1030
IL-4.75 and SMA <sup>3/</sup> <sub>4/</sub>	T <sub>B</sub> , 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <sup>2/</sup>	T <sub>B</sub>	T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

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

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

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G<sub>mb</sub>.”

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

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

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

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

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

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

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

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

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

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

1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.

2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

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

“When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

“Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

## AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D1)

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

Revise Article 402.10 of the Standard Specifications to read:

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

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

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

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

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

Add the following to Article 402.12 of the Standard Specifications:

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

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

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

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

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.

Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

**STAMPED COLORED PORTLAND CEMENT CONCRETE SIDEWALK**

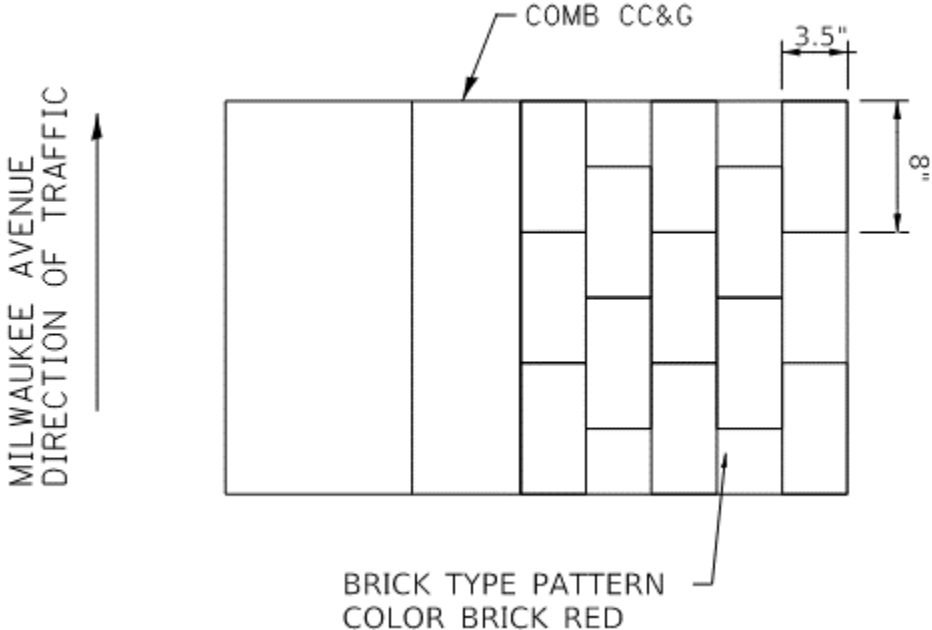
Description.

This work shall consist of constructing and installing a 5” thick Stamped Colored PCC sidewalk at areas shown in the plans. The work shall be in accordance with the applicable portions of Section 424 of the Standard Specifications. Prior beginning work, the Contractor shall provide samples of surface colors and patterns for the sidewalk areas.

The pay items use shall determine the class of concrete in accordance with Section 1020 of the Standard Specifications, with the exception that the minimum cement factor shall be 6.05 cwt. The coarse aggregate to be used shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete.

The pigment shall meet the requirements of ASTM C979, “Standard Specification for Pigments for Integrally Colored Concrete”. All work shall be in accordance with the manufacturer’s recommendations, including pigment percentage, mixing, curing, etc. Care shall be taken such that different batches of concrete do not have different finished colors.

The stamped pattern shall have a brick type pattern and a template shall be provided for approval. The surface color shall be red brick color and color samples shall be provided for approval. Once a color sample and pattern has been approved by the Engineer, the Contractor shall not change the material sources or admixtures, concrete mix designs, water/cement ratio or other factors which may alter the structural or appearance characteristics of the work, without prior written approval of the Engineer. The Contractor shall preserve the approved color sample for use as a reference. Sample template pattern can be found below:



The Contractor shall ensure that the concrete finishing process and subsequent regular work activities do not compromise or create differences in the color of the finished product. Sections of the finished product which become discolored as a result of regular work activities shall be removed and replaced to the satisfaction of the Engineer, at no additional cost.

Method of Measurement.

PCC sidewalk shall be measured in place per SQUARE FOOT.

Basis of Payment.

PCC sidewalk shall be paid for at the contract unit price per SQUARE FOOT for STAMPED COLORED PORTLAND CEMENT CONCRETE SIDEWALK, of the specified thickness”.

**GENERAL ELECTRICAL REQUIREMENTS**

Effective: June 1, 2021

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.

Within 30 calendar days after contract execution, the Contractor shall submit, for approval, through the Traffic Operations Construction Submittals Application (TOCS) system 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.

Each PDF document must be a vector format PDF from the originating supplier or program and not scanned images.

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

For further information and requirements regarding the TOCS system, the Contractor should reference the *TOCS Contractors User Guide*.

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

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

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

**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 Village may provide a list of pay items broken out by discipline upon request for a particular contract.

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 Village.

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

**Authorized Project Delay.** See Article 801.08

**Maintenance transfer and Preconstruction Inspection:**

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

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

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

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

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

**Maintenance and Responsibility During Construction.**

Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance of the existing, proposed, temporary, sign and

navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

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

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

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

Emergency repairs shall be made by the Contractor, or as determined by the Engineer, the Village of Niles, 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 Village.

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

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

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

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

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

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

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

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

Lighting systems. The following tests shall be made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The inventory shall include:

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

- Equipment Serial Number

The following electronic inventory forms are available from the Engineer:

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

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

When the work is complete, and seven days before the request for a final inspection, the set of contract drawings, stamped "**RECORD DRAWINGS**", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or Electrician. . The record drawings shall be submitted in PDF format through TOCS, on CD-ROM 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 three sets of electronically produced drawings in a moisture proof pouch to be kept on the inside door of the controller cabinet or other location approved by the Engineer. These drawings shall show the final as-built circuit orientation(s) of the project in the form of a single line diagram with all luminaires numbered and clearly identified for each circuit.

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 three hardcopies and two CD-ROMs of the final documentation shall be submitted. The identical material shall also be submitted through the TOCS system utilizing the following final documentation pay item numbers:

<b>Pay Code</b>	<b>Description</b>	<b>Discipline</b>
FDLRD000	Record Drawings - Lighting	Lighting
FDSRD000	Record Drawings - Surveillance	Surveillance
FDTRD000	Record Drawings - Traffic Signal	Traffic Signal
FDIRD000	Record Drawings - ITS	ITS
FDLCC000	Catalog Cuts - Lighting	Lighting
FDSCC000	Catalog Cuts – Surveillance	Surveillance
FDTCC000	Catalog Cuts – Traffic Signal	Traffic Signal
FDICC000	Catalog Cuts - ITS	ITS
FDLWL000	Warranty - Lighting	Lighting
FDSWL000	Warranty - Surveillance	Surveillance
FDTWL000	Warranty - Traffic Signal	Traffic Signal
FDIWL000	Warranty - ITS	ITS

FDLTR000	Test Results - Lighting	Lighting
FDSTR000	Test Results - Surveillance	Surveillance
FDTTR000	Test Results - Traffic Signal	Traffic Signal
FDITR000	Test Results - ITS	ITS
FDLINV00	Inventory - Lighting	Lighting
FDSINV00	Inventory - Surveillance	Surveillance
FDTINV00	Inventory - Traffic Signal	Traffic Signal
FDIINV00	Inventory - ITS	ITS
FDLGPS00	GPS - Lighting	Lighting
FDSGPS00	GPS - Surveillance	Surveillance
FDTGPS00	GPS - Traffic Signal	Traffic Signal
FDIGPS00	GPS - ITS	ITS

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

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

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. 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

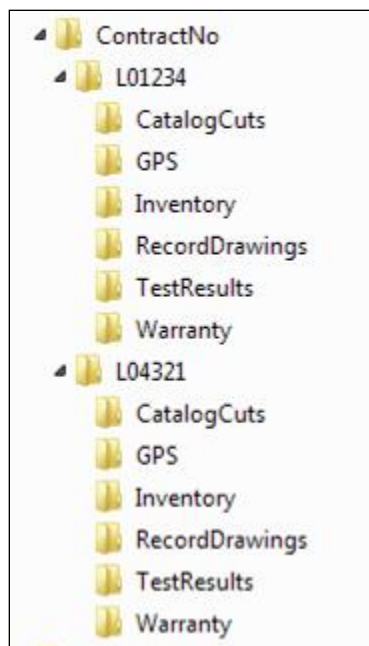
A spreadsheet template will be available from the Engineer for use by the Contractor.

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.

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

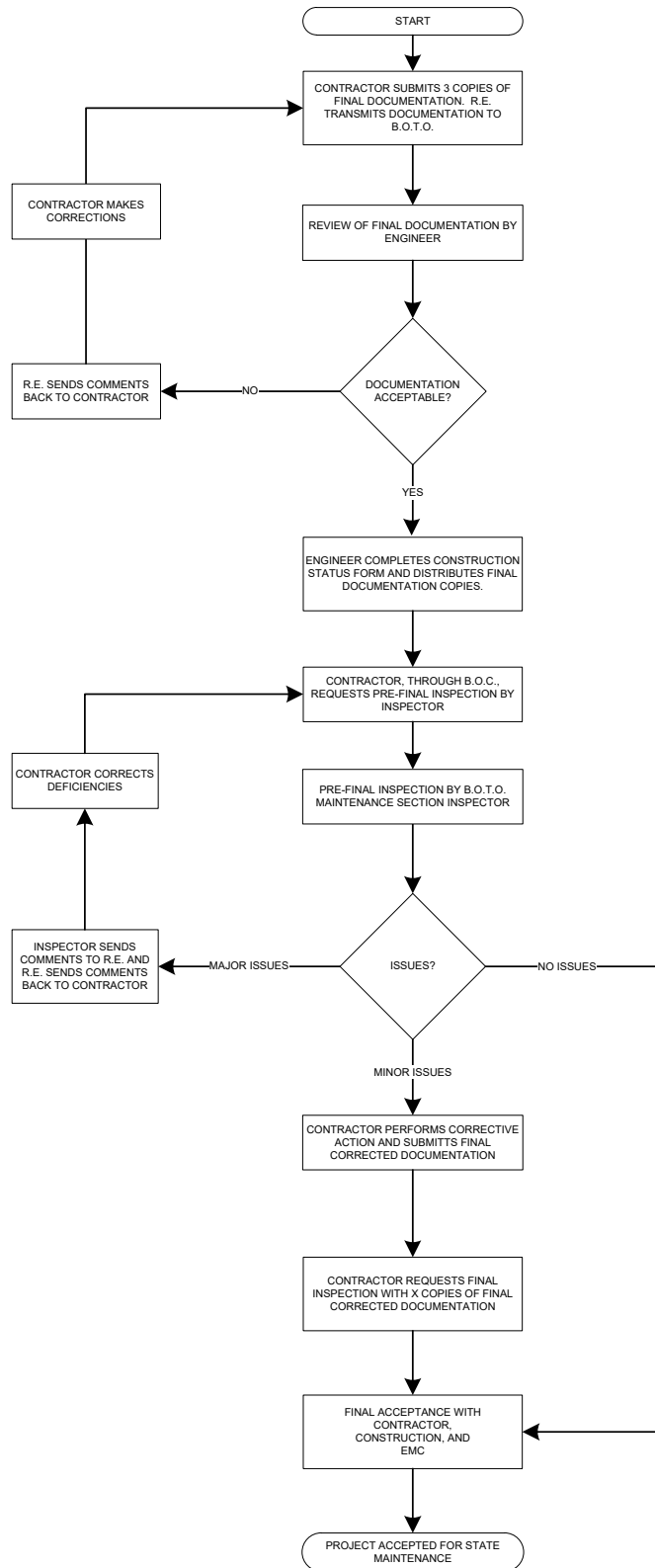
All CD's shall be labeled as illustrated in the CD Label Template contained herein.

**Acceptance.** Acceptance of electrical work will be given at the time when the Village 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 <b>Golf Rd.</b>	Common Name
Limits <b>Dee Rd. to Washington St.</b>	Section
Contract #	County
Controller Designation(s)	EMC Database Location Number(s)

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

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

**General Notes:**

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

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

GPS Coordinates – Check special provisions “General Electrical Requirements”. Submit electronic “EXCEL” file.

Job Warranty Letter – See standard specifications.

Cutsheet Submittal – See special provisions “General Electrical Requirements”. Scan Approved and Approved as Noted cutsheets.

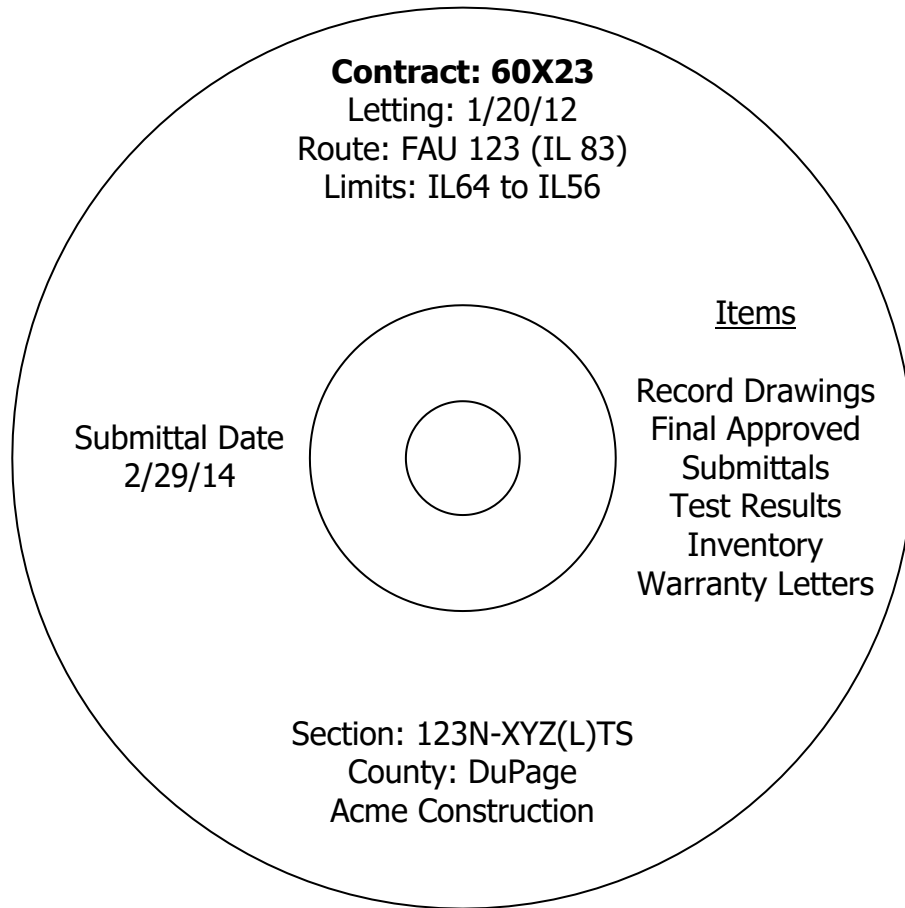
Lighting Inventory Form – Inventory form should include only proposed light poles, proposed light towers, proposed combination (traffic/light pole) lighting and proposed underpass luminaires.

Lighting Controller Inventory Form – Form should be filled out for only proposed lighting controllers.

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

CD LABEL FORMAT TEMPLATE. (SAMPLE)

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



**ELECTRIC UTILITY SERVICE CONNECTION (ComEd)**

Effective: January 1, 2012

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

**CONSTRUCTION REQUIREMENTS**

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

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

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

For bidding purposes, this item shall be estimated as \$5000.00

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

**ELECTRIC SERVICE INSTALLATION**

Effective: January 1, 2012

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

**Materials.** Materials shall be in accordance with the Standard Specifications.

**CONSTRUCTION REQUIREMENTS**

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

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

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

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

### **LIGHTING UNIT COMPLETE, SPECIAL**

**Description.** This item shall consist of furnishing a lighting unit per plan details and installing the pole in accordance with the Standard Specifications for Road and Bridge Construction adopted January 1, 2022, Section 830 unless otherwise indicated in this special provision or on the Light Pole Detail as shown on the plans.

#### **Materials.**

The pole shall be aluminum 35 ft. (34'-6" mounting height) with a decorative base. The mast arm shall be 6 ft. The light pole shall be Sternberg Lighting CA6/HUSB/-35'ARTS-PCC-R7-SC-ABC(1")-BDBA6-TLDPL LPIUC-GFB LPIUC-(1)WHK-(2)477PM/BKT. The luminaire shall be Sternberg Lighting 1531LED Omega series 1531LED-F-40L40T3-MDL016-FG-HSHB.

A duplex type WR, weather-resistant receptacle shall be installed per pole details. Pole wiring shall include fusing located in the handhole. Fusing shall be as indicated on the lighting details-Pole Handhole Power Wiring Diagram. A GFI switch which shall be installed in the base of the pole per the lighting details and shall be included with the pole. Breakaway couplings are also included with the pole. A 7 Pin twistlock photocell receptacle shall be installed per pole details and shall be included.

The light pole drawing shall be submitted to the Village of Niles for approval prior to manufacture and shall be inspected and approved by the Engineer as coordinated with the Village of Niles prior to installation.

**Construction requirements.** Lighting unit identification numbers shall not be installed on the light poles. Banner arms may be installed as approved by IDOT. Banner arms may not be installed within two pole cycles of the intersection.

**Basis of Payment.** The work shall be paid for at the contract unit price per each **LIGHTING UNIT COMPLETE, SPECIAL**, which price shall include all labor, materials and equipment necessary to complete the work in place.

### **UNIT DUCT**

**Description.** This item shall consist of furnishing and installing unit duct in accordance with the Standard Specifications, Section 816 unless otherwise indicated in this special provision.

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 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

**Basis of Payment.** The work will be paid for at the contract unit price per foot installed for **UNIT DUCT, 600V, 7-1/C NO. 6, 1/C NO. 8 GROUND, (XLP-TYPE USE), 2" DIA. POLYETHYLENE.**

**WIRE AND CABLE**

Effective: January 1, 2012

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

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

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

Aerial Electric Cable Properties

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



## **WIRELESS LIGHTING CONTROL SYSTEM**

**Description.** This work shall consist of furnishing and installing a wireless lighting control system (WLCS) complete with nodes as well as all accessories required for a complete operational system. Components of the WLCS shall be UL listed, and the system shall be compatible with LED luminaires from more than one manufacturer. The system is to encompass approximately 102 luminaires along Golf Road.

**Manufacturer.** The WLCS nodes shall be manufactured by Ubiquia.

**Nodes.** Nodes shall be ubicell Smart Streetlight Controller system mounted on each pole with standard polarized twist-lock receptacle. The operating voltage of the node shall match that of the luminaire.

**System Installation.** The WLCS component installation shall be performed by the Contractor. System manufacturer shall provide the Contractor all training manuals, instructions and support necessary to install the system.

**System Maintenance.** The Lighting control system shall be maintained by the Village of Niles. The manufacturer shall provide comprehensive maintenance training, covering all aspects of the WLCS. The manufacturer shall provide hardware and software maintenance and support according to the warranty terms for the duration of the warranty period. The Manufacturer shall specify any and all mandatory maintenance required to maintain the terms of the warranty.

Software and firmware upgrades, maintenance and support shall be provided for 10 years at no extra cost.

**Warranty.** The entire WLCS and all of its component parts shall be covered by a 10 year warranty. The warranty period shall begin on the date of project final acceptance for lighting as documented in the Resident Engineer's project notes.

**Submittal Requirements.** The contractor shall submit, for approval one (1) digital copy of all associated inputs and reports associated with the proposed WLCS, with each of the following manufacturer's product data provided:

1. Descriptive literature and catalogue cuts for each of the components of the WLCS.
2. Supporting documentation for all applicable certifications.
3. Written warranty.

**Method of Measurement.** This work will be measured for payment per wireless lighting control system installed, operational, and turned over to the Village of Niles.

**Basis of Payment.** This work will be paid for at the contract lump sum price for **WIRELESS LIGHTING CONTROL SYSTEM**. Price shall be payment in full for all labor, materials, equipment, and incidental expenses as necessary to complete this work as specified and as indicated on the Plans.

## **TRAFFIC SIGNAL GENERAL REQUIREMENTS**

Effective: May 22, 2002

Revised: March 25, 2016

800.01TS

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

- All material furnished shall be new unless otherwise noted herein.

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

Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

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

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

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

Submittals.

Revise Article 801.05 of the Standard Specifications to read:

All material approval requests shall be submitted electronically through the District's SharePoint System unless directed otherwise by the Engineer. Electronic material submittals shall follow the District's Traffic Operations Construction Submittals guidelines. General requirements include:

1. All material approval requests shall be made prior to or no later than the date of the preconstruction meeting. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
2. Product data and shop drawings shall be assembled by pay item. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.
3. Original manufacturer published product data and shop drawing sheets with legible dimensions and details shall be submitted for review.
4. When hard copy submittals are necessary, four complete copies of the manufacturer's descriptive literatures and technical data for the traffic signal materials shall be submitted. For hard copy or electronic submittals, the descriptive literature and technical data shall be adequate for determining whether the materials meet the requirements of the plans and specifications. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
5. When hard copy submittals are necessary for structural elements, four complete copies of the shop drawings for the mast arm assemblies and poles, and the combination mast arm assemblies and poles showing, in detail, the fabrication thereof and the certified mill analyses of the materials used in the fabrication, anchor rods, and reinforcing materials shall be submitted.
6. Partial or incomplete submittals will be returned without review.
7. Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard

- length mast arm pole assemblies and monotube structures. The Contractor shall account for the additional review time in his schedule.
8. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of correspondence, catalog cuts and mast arm poles and assemblies drawings.
  9. Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections, and/or tests of material shall be complete with all test data, dates, and times.
  10. After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Incomplete'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.
  11. The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
  12. All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.
  13. Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
  14. Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

Marking Proposed Locations.

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

Add the following to Article 801.09 of the Standard Specifications:

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

Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

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

Maintenance and Responsibility.

Revise Article 801.11 of the Standard Specifications to read:

- a. Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, Municipality or Transit Agency in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the Contractor. The Contractor shall supply the Engineer, Area Traffic Signal Maintenance and Operations Engineer, IDOT ComCenter and the Department's Electrical Maintenance Contractor with two 24-hour emergency contact names and telephone numbers.
- b. Automatic Traffic Enforcement equipment such as red lighting running and railroad crossing camera systems are owned and operated by others and the Contractor shall not be responsible for maintaining this equipment.
- c. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- d. When the project has a pay item for "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. The Department will attempt to full-fill the Contractor's inspection date request(s), however workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested inspection date(s) cannot be scheduled by the Department. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- e. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- f. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department

reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department may inspect any signaling device on the Department's highway system at any time without notification.

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

Damage to Traffic Signal System.

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

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

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

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

Traffic Signal Inspection (TURN-ON).

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

It is the intent to have all electric work completed and equipment field tested by the Equipment Supplier prior to the Department's "turn-on" field inspection. In the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be

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

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will attempt to full-fill the Contractor's turn-on and inspection date request(s), however workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested turn-on and inspection date(s) cannot be scheduled by the Department. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

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

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

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

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

Final Project Documentation:

1. Record Drawings. Signal plans of record with field revisions marked in red ink. One hard copy set of 11"x17" record drawings shall also be provided.
2. Inventory. Inventory of new and existing traffic signal equipment including cabinet types and devices within cabinets in an Excel spread sheet format. One hard copy shall also be provided.
3. Pictures. Digital pictures of a minimum 12M pixels of each intersection approach showing all traffic signal displays and equipment. Pictures shall include controller cabinet equipment in enough detail to clearly identify manufacture and model of major equipment.
4. Field Testing. Written notification from the Contractor and the equipment vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13). One hard copy of all contract required performance measurement testing shall also be provided.
5. Materials Approval. The material approval letter. A hard copy shall also be provided.

6. Manuals. Operation and service manuals of the signal controller and associated control equipment. One hard copy shall also be provided.
7. Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies 11" x 17" of the cabinet wiring diagrams shall be provided along with electronic pdf and dgn files of the cabinet wiring diagram. Five hard copies of the cable logs and electronic excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.
8. Controller Programming Settings. The traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The controller manufacturer shall also supply a printed form, not to exceed 11" x 17" for recording that data noted above. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
9. Warrantees and Guarantees. All manufacturer and contractor warrantees and guarantees required by Article 801.14.
10. GPS coordinate of traffic signal equipment as describe in the Record Drawings section herein.

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

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

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

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

#### Record Drawings.

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

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

In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate the pay item either by filename or PDF Table of Contents referencing

the respective pay item number for multi-item PDF files. Specific part or model numbers of items which have been selected shall be clearly visible.”

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

Add the following to Article 801.16 of the Standard Specifications:

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

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

Datum to be used shall be North American 1983.

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

- File shall be named: TSXXX-YY-MM-DD (i.e. TS22157\_15-01-01)
- Each intersection shall have its own file
- Row 1 should have the location name (i.e. IL 31 @ Klausen)
- Row 2 is blank
- Row 3 is the headers for the columns
- Row 4 starts the data
- Column A (Date) – should be in the following format: MM/DD/YYYY
- Column B (Item) – as shown in the table below
- Column C (Description) – as shown in the table below
- Column D and E (GPS Data) – should be in decimal form, per the IDOT special provisions

Examples:

Date	Item	Description	Latitude	Longitude
01/01/2015	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	- 87.793378
01/01/2015	HH (Handhole)	Heavy Duty, Fiber, Intersection, Double	41.558532	- 87.792571
01/01/2015	ES (Electrical Service)	Ground mount, Pole mount	41.765532	- 87.543571



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

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

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

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

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

Delete the last sentence of the 3<sup>rd</sup> paragraph of Article 801.16.

Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

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

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

Restoration of Work Area.

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

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

Bagging Signal Heads.

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

**GROUNDING OF TRAFFIC SIGNAL SYSTEMS**

Effective: May 22, 2002

Revised: July 1, 2015

806.01TS

Revise Section 806 of the Standard Specifications to read:

General.

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

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

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

- (a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.
- (b) The equipment grounding conductor shall be green color coded. The following is in addition to Article 801.04 of the Standard Specifications.
  1. Equipment grounding conductors shall be bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
  2. Equipment grounding conductors shall be bonded, using a UL Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers, conduits, and other metallic enclosures throughout the traffic signal wiring system, except

where noted herein. Bonding shall be made with a splice and pigtail connection, using a sized compression type copper sleeve, sealant tape, and heat-shrinkable cap. A UL listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points. Conduit grounding bushings shall be installed at all conduit terminations including spare or empty conduits.

3. All metallic and non-metallic raceways shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment grounding conductor.
  4. Individual conductor splices in handholes shall be soldered and sealed with heat shrink. When necessary to maintain effective equipment grounding, a full cable heat shrink shall be provided over individual conductor heat shrinks.
- (c) The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, UL listed pressure connectors, and UL listed clamps.

#### **UNDERGROUND RACEWAYS**

Effective: May 22, 2002

Revised: November 1, 2023

810.02TS

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

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

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 of 1 ft (300 mm) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

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

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

## **HANDHOLES**

Effective: January 01, 2002  
Revised: November 1, 2023  
814.01TS

### Description.

Add the following to Section 814 of the Standard Specifications:

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

Steel cable hooks shall be epoxy coated and must meet the specifications set forth in 1006.10. Hooks shall be a minimum of 5/8 in. (16 mm) diameter with 90-degree bend and extend into the handhole at least 6 in. (152 mm). Hooks shall be placed a minimum of 12 in. (305 mm) below the lid or lower if additional space is required.

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

The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters. Only handholes serving IDOT traffic signal equipment shall have this label. Handhole covers for Red Light Running Cameras shall be labeled "RLRC".

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

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

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

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

Add the following to Section 814 of the Standard Specifications:

### Cast-In-Place Handholes.

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

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

The minimum wall thickness for heavy duty hand holes shall be 1 ft (305mm).

### Precast Round Handholes.

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

For grounding purposes, the handhole frame shall have provisions for a 7/16 in. (11 mm) diameter stainless steel bolt cast into the frame. For the purpose of attaching the grounding conductor to the handhole cover, the covers shall either have a 7/16 in. (11 mm) diameter stainless steel bolt cast into the cover or a stainless steel threaded stint extended from an eye hook assembly. A hole may be drilled for

the bolt if one cannot be cast into the frame or cover. The head of the bolt shall be flush or lower than the top surface of the cover.

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

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

## **MAINTENANCE OF EXISTING TRAFFIC SIGNAL AND FLASHING BEACON INSTALLATION**

Effective: May 22, 2002

Revised: July 1, 2015

850.01TS

### General.

1. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof. If Contract work is started prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection.
2. The Contractor shall have electricians with IMSA Level II certification on staff to provide signal maintenance. A copy of the certification shall be immediately available upon request of the Engineer.
3. This item shall include maintenance of all traffic signal equipment and other connected and related equipment such as flashing beacons, emergency vehicle pre-emption equipment, master controllers, uninterruptable power supply (UPS and batteries), PTZ cameras, vehicle detection, handholes, lighted signs, telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment.
4. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers, radios and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
5. Maintenance shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment. This equipment is operated and maintained by the local municipality and should be de-activated while on contractor maintenance.
6. The energy charges for the operation of the traffic signal installation shall be paid for by the Contractor.

### Maintenance.

1. The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. The Contractor shall check signal system communications and phone lines to assure proper operation. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs. Prior to the traffic signal maintenance transfer, the contractor shall supply a detailed maintenance schedule that includes dates, locations, names of electricians providing the required checks and inspections along with any other information requested by the Engineer.
2. The Contractor is advised that the existing and/or span wire traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior

approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.

3. The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.
4. The Contractor shall provide the Engineer with 2 (two) 24 hour telephone numbers for the maintenance of the traffic signal installation and for emergency calls by the Engineer.
5. Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.
6. The Contractor shall respond to all emergency calls from the Department or others within one (1) hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work. The Contractor shall be responsible for all of the State's Electrical Maintenance Contractor's costs and liquidated damages of \$1000 per day per occurrence. The State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.
7. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
8. Equipment included in this item that is damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet

the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.

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

#### Basis of Payment.

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

#### **FIBER OPTIC CABLE**

Effective: May 22, 2002

Revised: July 1, 2015

871.01TS

Add the following to Article 871.01 of the Standard Specifications:

The Fiber Optic cable shall be installed in conduit or as specified on the plans.

Add the following to Article 871.02 of the Standard Specifications:

The control cabinet distribution enclosure shall be 24 Port Fiber Wall Enclosure, unless otherwise indicated on plans. The fiber optic cable shall provide twelve fibers per tube for the amount of fibers called for in the Fiber Optic Cable pay item in the Contract. Fiber Optic cable may be gel filled or have an approved water blocking tape.

Add the following to Article 871.04 of the Standard Specifications:

A minimum of six multimode fibers from each cable shall be terminated with approved mechanical connectors at the distribution enclosure. Fibers not being used shall be labeled "spare." Fibers not attached to the distribution enclosure shall be capped.. A minimum of 13.0 feet (4m) of extra cable length shall be provided for controller cabinets. The controller cabinet extra cable length shall be stored as directed by the Engineer.

Add the following to Article 871.06 of the Standard Specifications:

The distribution enclosure and all connectors will be included in the cost of the fiber optic cable.

Testing shall be in accordance with Article 801.13(d). Electronic files of OTDR signature traces shall be provided in the Final project documentation with certification from the Contractor that attenuation of each fiber does not exceed 3.5 dB/km nominal at 850nm for multimode fiber and 0.4 bd/km nominal at 1300nm for single mode fiber.

#### **ELECTRIC CABLE**

Effective: May 22, 2002

Revised: July 1, 2015

873.01TS

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

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

Service cable may be single or multiple conductor cable.

#### **PEDESTRIAN SIGNAL POST**

Effective: January 1, 2020

Revised:

875.02TS

##### Description.

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

##### Materials.

- a. General. The pedestrian signal post shall be designed to support the traffic signal loading shown on the plans. The design and fabrication shall be according to the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO.
- b. Post. The post shall be made of steel or aluminum and have an outside diameter of 4 1/2 in. The post shall be threaded for assembly to the base. Aluminum posts shall be according to the specifications for Schedule 80 aluminum pipe. Steel posts shall be according to the specifications for Schedule 40 steel pipe.
- c. Base. The base of a steel post shall be cast iron. The base of an aluminum post shall be aluminum. The base shall be threaded for the attachment to the threaded post. The base shall be approximately 10 in. high and 6 3/4 in. square at the bottom. The bottom of the base shall be designed to accept four 5/8 in. diameter anchor rods evenly spaced in a 6 in. diameter circle. The base shall be true to pattern, with sharp clean cutting ornamentation, and equipped with access doors for cable handling. The door shall be fastened to the base with stainless steel screws. A grounding lug shall be provided inside the base.
- d. Anchor Rods. The anchor rods shall be 5/8 in. in diameter and 16 in. long and shall be according to Article 1006.09. The anchor rods shall be threaded approximately 6 in. at one end and have a bend at the other end. The first 12 in. at the threaded end shall be



galvanized. One each galvanized nut and trapezoidal washer shall be furnished with each anchor rod. The washer shall be properly sized to fully engage and sit flush on all sides of the slot of the base plate.

The aluminum post and base shall be drilled at the third points around the diameter and 1/4 in. by 2 in. stainless steel bolts shall be inserted to prevent the post from turning and wobbling.

- e. Finish. The steel post, steel post cap and the cast iron base shall be hot-dipped galvanized according to AASHTO M 111. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions. If the post and the base are threaded after the galvanization, the bare exposed metal shall be immediately cleaned to remove all cutting solvents and oils, and then spray painted with two coats of an approved galvanized paint.

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

#### Installation.

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

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

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

#### Basis of Payment.

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

### **CONCRETE FOUNDATIONS**

Effective: May 22, 2002

Revised: November 01, 2018

878.01TS

Add the following to Article 878.03 of the Standard Specifications:

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

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

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

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

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

Effective: May 22, 2002

Revised: July 1, 2015

881.01TS

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

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

Add the following to Article 881.03 of the Standard Specifications:

(a) Pedestrian Countdown Signal Heads.

- (1) Pedestrian Countdown Signal Heads shall not be installed at signalized intersections where traffic signals and railroad warning devices are interconnected.
- (2) Pedestrian Countdown Signal Heads shall be 16 inch (406mm) x 18 inch (457mm), for single units with glossy yellow or black polycarbonate housings. All pedestrian head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on.
- (3) Each pedestrian signal LED module shall be fully MUTCD compliant and shall consist of double overlay message combining full LED symbols of an Upraised Hand and a Walking Person. "Egg Crate" type sun shields are not permitted. Numerals shall measure 9 inches (229mm) in height and easily identified from a distance of 120 feet (36.6m).

Materials.

Add the following to Article 1078.02 of the Standard Specifications:

General.

1. The module shall operate in one mode: Clearance Cycle Countdown Mode Only. The countdown module shall display actual controller programmed clearance cycle and shall start counting when the flashing clearance signal turns on and shall countdown to "0" and turn off when the steady Upraised Hand (symbolizing Don't Walk) signal turns on. Module shall not have user accessible switches or controls for modification of cycle.
2. At power on, the module shall enter a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.
3. The module shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The counting unit will go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.
4. If the controller preempts during the Walking Person (symbolizing Walk), the countdown will follow the controller's directions and will adjust from Walking Person to flashing Upraised Hand. It will start to count down during the flashing Upraised Hand.
5. If the controller preempts during the flashing Upraised Hand, the countdown will continue to count down without interruption.

6. The next cycle, following the preemption event, shall use the correct, initially programmed values.
7. If the controller output displays Upraised Hand steady condition and the unit has not arrived to zero or if both the Upraised Hand and Walking Person are dark for some reason, the unit suspends any timing and the digits will go dark.
8. The digits will go dark for one pedestrian cycle after loss of power of more than 1.5 seconds.
9. The countdown numerals shall be two (2) "7 segment" digits forming the time display utilizing two rows of LEDs.
10. The LED module shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications - Part 2: LED Pedestrian Traffic Signal Modules," or applicable successor ITE specifications, except as modified herein.
11. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
12. In the event of a power outage, light output from the LED modules shall cease instantaneously.
13. The LEDs utilized in the modules shall be AlInGaP technology for Portland Orange (Countdown Numerals and Upraised Hand) and GaN technology for Lunar White (Walking Person) indications.
14. The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

Basis of Payment.

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

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

Add the following to Article 881.04 of the Standard Specifications:

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

**VIDEO VEHICLE DETECTION SYSTEM**

Effective: January 1, 2020

886.04TS

Description.

This work shall consist of furnishing and installing a video vehicle detection system as specified and/or as shown on the plans. This pay item shall include all necessary work and equipment required to have a fully operational system including but not limited to the detector unit/s, the interface unit and all the necessary hardware, cables and accessories required to complete the installation in accordance with the manufacturer's specifications.

The video vehicle detection system shall work under all weather conditions, including rain, freezing rain, snow, wind, dust, fog, and changes in temperature and light. It shall work in an ambient temperature range of -34 to 74 degrees Celsius.

The video vehicle detection system shall be compatible with the District's approved traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation. The video vehicle detection system shall provide a minimum of one interface unit that has Ethernet connectivity, surge protection and shall be capable of supporting a minimum of 2 detector units. The video vehicle detection system shall include a display inside the cabinet that has a minimum 10" screen with a minimum 1280x800 resolution.

The video vehicle detection system shall be one of the following systems or an approved equivalent:

- Autoscope Vision
- Iteris Vantage Next

A representative from the supplier of the video vehicle detection system shall supervise the installation and testing of the video vehicle detection system and shall be present at the traffic signal turn-on inspection. Once the video vehicle detection system is configured, it shall not need reconfiguration to maintain performance, unless the roadway configuration or the application requirements change.

The mounting location/s of the detector unit/s shall be per the manufacturer's recommendations. If an extension mounting assembly is needed, it shall be included in this item. All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent chafing of wires.

The video detection system shall be warranted, free from material and workmanship defects for a period of two years from final inspection.

#### Basis of Payment.

This work shall be paid for at the contract unit price each for VIDEO VEHICLE DETECTION SYSTEM, SINGLE APPROACH, the price of which shall include the cost for all of the work and material described herein and includes furnishing, installing, delivery, handling, testing, set-up and all appurtenances and mounting hardware necessary for a fully operational video vehicle detection system.

#### **ACCESSIBLE PEDESTRIAN SIGNALS**

Effective: April 1, 2003

Revised: November 1, 2023

888.02TS

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

Add the following to Article 888.03 of the Standard Specifications:

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

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

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

Electrical Requirements. The APS shall operate with systems providing 95 to 130 VAC, 60 Hz and throughout an ambient air temperature range of -29 to +160 °F (-34 to +70 °C).

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

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

If two accessible pedestrian pushbuttons are placed less than 10 ft apart or placed on the same pole, the audible walk and don't walk indication shall be a speech message. This speech message shall sound throughout the WALK interval only. Common street name shall be used and not the route number of the street unless there is no common street name. The street name used in programming shall reflect the street name mast arm mounted sign panel. Locations without street name (ex. private benefit driveways, shopping plaza entrance, etc.) shall use a general term "Commercial Driveway" as a street name for that leg. The speech message shall be modeled after: "'Street Name.' Walk Sign is on to cross 'Street Name.'" For signalized intersections utilizing exclusive pedestrian phasing, the verbal message shall be "Walk sign is on for all crossings". In addition, a speech pushbutton information message shall be provided by actuating the APS pushbutton during DON'T WALK interval. This verbal message shall be modeled after: "Wait". The extended press option verbal message shall be: "Wait to cross 'Street Name' at 'Street Name'".

#### Railroad Preemption.

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

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

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

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

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

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

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

#### Locations with Corner Islands or Center Medians

At locations with corner islands pushbuttons shall follow the requirement of the 10 ft as specified herein regarding the percussive tone vs a speech message. When push buttons are closer than 10 ft apart the

speech message shall follow the format specified herein for the main street crossing. The speech message shall follow the below speech models for the unusual configurations.

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

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

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

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

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

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

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

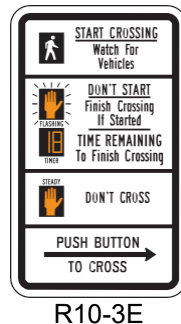
APS pushbutton systems that utilize any wireless technology including Bluetooth technology to place calls or communicate with controller will not be allow. A central master control unit shall be provided and installed in the traffic signal cabinet. Push button shall be connected directly to the master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

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

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

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

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



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

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

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

#### **REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT**

Effective: May 22, 2002  
Revised: July 1, 2015  
895.02TS

Add the following to Article 895.05 of the Standard Specifications:

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

All equipment to be returned to the State shall be delivered by the Contractor to the State's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the State's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide one hard copy and one electronic file of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned according to these requirements, it will be rejected by the State's Electrical Maintenance Contractor. The Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the State's Electrical Maintenance Contractor indicating the items have been returned in good condition.

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

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

### **REBUILD EXISTING HANDHOLE**

Effective: January 1, 2002

Revised: November 1, 2023

895.04TS

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

#### Handhole

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

#### Double Handhole

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

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

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

#### Basis of Payment.

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

### **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): IDOT PSI
- Preliminary Site Investigation (PSI): Local (Greenwood Ave)
- Preliminary Environmental Site Assessment (PESA): IDOT PESA #3569A
- Preliminary Environmental Site Assessment (PESA): Local (Greenwood Ave)
- Soils/Geotechnical Reports
- Boring Logs



- Pavement Cores
- Location Drainage Study (LDS)
- Hydraulic Report
- Noise Analysis
- Other: LPC 663 (Greenwood Avenue)

Those seeking these reports should request access from:  
HR Green, Inc.  
Attn: Benjamin Hartman (bhartman@hrgreen.com)  
815-385-1778

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

Effective: August 1, 2012

Revised: February 2, 2017

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

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived,

the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

**Method of Measurement:** The unit of measurement is in hours.

**Basis of Payment:** This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 1.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a PreApprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

**COOK COUNTY DOT HIGHWAY PERMIT REQUIREMENTS**

This Project requires a permit from the Cook County Department of Transportation and Highways. It shall be the Contractor's responsibility for the required permit fees, insurance certificates, and bond in accordance with the County's permit requirements prior to starting any work within the County right-of-way along Greenwood Avenue.

All costs associated with the permit shall be included in the cost of the contract and no extra compensation will be allowed the Contractor for any expense incurred by complying with the requirements of this Special Provision.



## GENERAL REQUIREMENTS FOR CONSTRUCTION/MAINTENANCE PERMITS

### Construction/Maintenance Permit Application Submittal Requirements

1. The Cook County Department of Transportation and Highways (CCDOTH) Permits Division only accepts electronic (PDF format) submissions. Applicants that have digital files 25MB or less shall email their submittals to: [hwyp.permits@cookcountyil.gov](mailto:hwyp.permits@cookcountyil.gov). Electronic applications can also be submitted via email with an information exchange web site link or mailed (not preferred) on a flash drive or CD/DVD mailed to the address at the top of the page. Title the email subject "**Application, Road Name/s, Owner Name**".
2. Construction/Maintenance permit application types include but are not limited to private, commercial, utilities, pipeline, railroad, and government. The typical Construction/Maintenance permit application submittal shall consist of but is not limited to the 2-page application, child support affidavit, application fee payment receipt, application fee form (Fee not applicable to Government Agencies) and engineering plans (See note 3).
3. Depending on the complexity of the permit project the typical engineering plans should include but are not limited to the following items. Engineering plans include plans, special provisions, plat of survey, studies, calculations, etc.
  - a. Size and location of project site.
  - b. Distance of the project site location to the nearest side street intersection in both directions.
  - c. Existing and proposed conditions on the permit site and on CCDOTH Right of Way (ROW).
  - d. Signed copies of the "plat of survey" with legal description.
  - e. Proposed permit work dimensions and material composition.
  - f. Pipe culvert dimensions and material composition. Proposed pipe culverts shall be reinforced concrete pipe with flared end sections and have a minimum diameter of 15".
  - g. All public and private utilities in the CCDOTH ROW.
  - h. CCDOTH roadway ROW lines with dimension from ROW line to the roadway centerline.
  - i. Roadway configuration and material composition within 300' of the project site.
  - j. The existing and proposed elevations for the project site and adjacent CCDOTH roadway. Elevations should include but are not limited to site topography, CCDOTH ROW pavement, parkway and ditch cross sections and drainage structures (may need drainage structure inverts).
  - k. Drainage retention and detention calculations.
  - l. A traffic study for large commercial access.
  - m. If the proposed work includes a CCDOTH Traffic Signal Modification or Installation, CCDOTH will require a full set of traffic signal plans. The design plans shall be designed in Microstation format. The plans shall include but are not limited to the existing and proposed equipment, all Right of Way, utilities, and various dimensioning. Please contact CCDOTH to determine if existing plans are available or for an example set of plans. Note, if existing plans are available the new plans shall be updated to current IDOT standard symbols.
  - n. Plans shall be designed per applicable Federal, State and Local specifications
  - o. Plans shall be stamped and signed by a Professional Engineer (PE). There are some exceptions to the PE requirement.

### Bond and Insurance Requirements

4. Once the permit number is assigned, the general contractor shall submit required bond and insurance. See "Bond and Insurance Requirements" on Permits website.

### Issue Permit Requirements

5. Final plans approval, contractor bond and insurance approval, drafted permit signed by owner/s, and permit fee payment need to be completed before permit is issued.

### Questions

6. Should you have any questions please contact the CCDTOH Permit Office email [hwyp.permits@cookcountyil.gov](mailto:hwyp.permits@cookcountyil.gov)

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

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

Village of Niles

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

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets  
SPECIAL PROVISION  
FOR  
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA  
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

**“1030.06 Quality Management Program.** The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

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

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input type="checkbox"/>	Cores
<input checked="" type="checkbox"/>	Nuclear Density Gauge (Correlated when paving $\geq$ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."



Storm Water Pollution Prevention Plan



Route 20399, 20374, 92743	Marked Route IL 58, IL 21	Section Number 18-00131-00-SW
Project Number RR9H(398)	County Cook	Contract Number 61J74

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activ

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature <i>Timothy O'Brien</i>	Date 8/1/23
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Print Name Timothy O'Brien	Title Village Engineer	Agency Village of Niles
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Note: Guidance on preparing each section of BDE 2342 can be found in Chapter 41 of the IDOT Bureau of Design and Environment (BDE) Manual. Chapter 41 and this form also reference the IDOT Drainage Manual which should be readily available.

I. Site Description:

A. Provide a description of the project location; include latitude and longitude, section, town, and range:

The project is located on Golf Road from Dee Rd to Washington St, on Milwaukee Avenue from Maryland St to Golf Rd and on Greenwood Avenue between Crain St and Golf Rd, Village of Niles, Cook County, Illinois (42.299797 N, 88.214021 W); T41N-R12E-S10, S11, S14, S15, and S23.

B. Provide a description of the construction activity which is the subject of this plan. Include the number of construction stages, drainage improvements, in-stream work, installation, maintenance, removal of erosion measures, and permanent stabilization:

The project includes installation of sidewalk at locations noted in the plans within the project limits with portland cement concrete sidewalk, combination concrete curb and gutter, light poles, signal improvements, topsoil placement, seeding, erosion control blanket, pavement marking, and signing.

The contractor will install necessary erosion and sediment control (ESC) measures before the start of any construction activity. The maintenance of the ESC will follow IDOT guidelines and will be repair or replaced in a timely manner. Upon the completion of construction, all temporary ESC measures will be removed by the contractor and permanent stabilization will be installed.

All areas disturbed during construction will be stabilized with permanent seeding.

C. Provide the estimated duration of this project:

Construction activities are estimated to last approximately 5 months

D. The total area of the construction site is estimated to be 4 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 2 acres.



E. The following are weighted averages of the runoff coefficient for this project before and after construction activities are completed; see Section 4-102 of the IDOT Drainage Manual:

Average runoff coefficient = 0.70 (Existing and Proposed)

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

533, 534A Urban land; 0 to 2% slopes  
805B Orthents, clayey, undulating; 1 to 6% slopes; K=0.32  
2822A Anthroptic Udorthents-Urban land-Elliott complex; 0 to 2% slopes; K=0.43  
2811A Urban land-Anthroptic Udorthents complex; 0 to 2% slopes  
232A Ashkum silty clay loam; 0 to 2% slopes; K=0.20

G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:

N/A

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

The excavation for sidewalk installation and proposed light poles along the project limits. All areas will permanently seeded upon completion and impacted drainage structures will receive inlet filters during construction.

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.):

Excavation for the proposed sidewalk along Golf Rd, Milwaukee Ave, and Greenwood Avenue and proposed light poles along Golf Rd.  
In general, the existing and proposed project grades can be considered flat terrain.

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Village of Niles, Illinois Department of Transportation, Cook County Department of Transportation and Highways

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:

Village of Niles, Illinois Department of Transportation, Cook County Department of Transportation and Highways

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:

Local drainage system

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes (i.e., 1:3 or steeper), highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. Include any commitments or requirements to protect adjacent wetlands.

For any storm water discharges from construction activities within 50-feet of Waters of the U.S. (except for activities for water-dependent structures authorized by a Section 404 permit, describe: a) How a 50-foot undisturbed natural buffer will be provided between the construction activity and the Waters of the U.S. or b) How additional erosion and sediment controls will be provided within that area.

All earthwork shall be contained within the perimeter erosion barrier noted on the plans. Permanent seeding shall be established immediately following completion of work in the area.

O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.

- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation.  
The name(s) of the listed water body, and identification of all pollutants causing impairment:

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:

Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

- Applicable Federal, Tribal, State, or Local Programs

- Floodplain

- Historic Preservation

- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation  
TMDL (fill out this section if checked above)

The name(s) of the listed water body:

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:

If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

- Threatened and Endangered Species/Illinois Natural Areas (INAI)/Nature Preserves

- Other

- Wetland

P. The following pollutants of concern will be associated with this construction project:

- Antifreeze / Coolants  Solid Waste Debris

- Concrete
- Concrete Curing Compounds
- Concrete Truck Waste
- Fertilizers / Pesticides
- Paints
- Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
- Soil Sediment

- Solvents
- Waste water from cleaning construction equipments
- Other (Specify) \_\_\_\_\_
- Other (Specify) \_\_\_\_\_
- Other (Specify) \_\_\_\_\_
- Other (Specify) \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

**II. Controls:**

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in Section I.C above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

**A. Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity;
2. Minimize the disturbance of steep slopes;
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

**B. Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II.B.1 and II.B.2, stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching | <input type="checkbox"/> Temporary Turf (Seeding, Class 7) |
| <input type="checkbox"/> Geotextiles                                   | <input type="checkbox"/> Temporary Mulching                |
| <input checked="" type="checkbox"/> Permanent Seeding                  | <input type="checkbox"/> Vegetated Buffer Strips           |
| <input type="checkbox"/> Preservation of Mature Seeding                | <input type="checkbox"/> Other (Specify) _____             |
| <input type="checkbox"/> Protection of Trees                           | <input type="checkbox"/> Other (Specify) _____             |
| <input checked="" type="checkbox"/> Sodding                            | <input type="checkbox"/> Other (Specify) _____             |
| <input type="checkbox"/> Temporary Erosion Control Seeding             | <input type="checkbox"/> Other (Specify) _____             |

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

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

Permanent seeding will be installed at all disturbed and unpaved areas prior to completion.

Preservation of mature vegetation will be utilized where applicable and in accordance with Article 201 of

the Standard Specifications.

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

All areas disturbed during construction will be stabilized with permanent seeding or sodding. Where possible, stabilization of the initial Stage should be completed before work is moved to subsequent stages.

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.

- |  |  |
|--|--|
| <input type="checkbox"/> Aggregate Ditch                         | <input type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Concrete Revetment Mats                 | <input type="checkbox"/> Stabilized Trench Flow        |
| <input type="checkbox"/> Dust Suppression                        | <input type="checkbox"/> Slope Mattress                |
| <input type="checkbox"/> Dewatering Filtering                    | <input type="checkbox"/> Slope Walls                   |
| <input type="checkbox"/> Gabions                                 | <input type="checkbox"/> Temporary Ditch Check         |
| <input type="checkbox"/> In-Stream or Wetland Work               | <input type="checkbox"/> Temporary Pipe Slope Drain    |
| <input type="checkbox"/> Level Spreaders                         | <input type="checkbox"/> Temporary Sediment Basin      |
| <input type="checkbox"/> Paved Ditch                             | <input type="checkbox"/> Temporary Stream Crossing     |
| <input type="checkbox"/> Permanent Check Dams                    | <input type="checkbox"/> Turf Reinforcement Mats       |
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier    | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Permanent Sediment Basin                | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Retaining Walls                         | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Riprap                                  | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Rock Outlet Protection                  | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Sediment Trap                           | <input type="checkbox"/> Other (Specify) _____         |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Other (Specify) _____         |

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

Perimeter Erosion Barrier will be placed to where water leaves the project site. Silt fence should only be used as PEB in areas where the work area is higher than the perimeter. The use of silt fence at the top of the slope/elevations higher than the work area should always be avoided. If necessary, temporary fence should be utilized in these locations (where the top of the slope/elevation is higher than the work area) in lieu of silt fence.

Storm Drain Inlet Protection will be installed at all drainage structures potentially receiving construction runoff. The contractor should provide to the RE a plan to ensure that a stabilized flow line will be provided during storm sewer construction. The use of a stabilized flow line between installed storm sewer and open disturbance will reduce the potential for the offsite discharge of sediment bearing waters, particularly when rain is forecasted so that flow will not erode. Lack of an approved plan or failure to comply will result in an ESC Deficiency Deduction.

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

The temporary erosion control measures will be removed at the end of construction.

D. **Treatment Chemicals**

Will polymer flocculants or treatment chemicals be utilized on this project:  Yes  No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

Empty rectangular box for identifying where and how polymer flocculants or treatment chemicals will be utilized.

E. **Permanent (i.e., Post-Construction) Storm Water Management Controls:** Provided below is a description of measures that will be

installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined based on the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT BDE Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

N/A

**F. Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the IEPA's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

Permanent storm water management features include the permanent seeding for disturbed areas.

**G. Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization time-frame
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized cons
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
- Permanent stabilization activities for each area of the project

2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to

- prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

### III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

This project shall follow the necessary guidelines included in the IDOT Erosion and Sediment Control Field Guide for Construction Inspection and in the Best Management Practices - Maintenance Guide. These documents can be found online at the following address ( <http://www.idot.illinois.gov/transportation-system/environment/erosion-and-sediment-control> ).

Perimeter Erosion Barrier (PEB) - Repair tears, gaps or undermining. Restore leaning PEB and ensure taut. Repair or replace any missing or broken stakes immediately. Clean PEB if sediment reaches one-third height of barrier. Remove PEB once final stabilization establishes since PEB is no longer necessary and should be removed. Repair PEB if undermining occurs anywhere along its entire length.

Storm Drain Inlet Protection - Remove sediment from inlet filter basket when basket is 25% full or 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. Clean sediment or replace silt fence and straw bale inlet protection when sediment accumulates to one-third the height of the fabric. Remove trash accumulated around or on top of practice. When filter is removed for cleaning, replace filter if any tear is present.

All maintenance of erosion and sediment control systems is the responsibility of the Contractor.

### IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site including Borrow, Waste, and Use Areas, which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report, BC 2259. Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone or fax

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

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

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

**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.



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

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

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

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

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

### I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Greenwood Ave. Sidewalk Improvements Office Phone Number, if available: \_\_\_\_\_

Physical Site Location (address, including number and street):

Greenwood Ave.-Golf Rd. to Church St./ Greenwood Ave.- Crain St. to Betty Ter.

City: Niles State: IL Zip Code: 60714

County: Cook Township: \_\_\_\_\_

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 42.053994773829 Longitude: -87.8403762846578  
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

- GPS  Map Interpolation  Photo Interpolation  Survey  Other

IEPA Site Number(s), if assigned: BOL: \_\_\_\_\_ BOW: \_\_\_\_\_ BOA: \_\_\_\_\_

### II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: City of Niles

Name: \_\_\_\_\_

Street Address: 1000 Civic Center Dr.

Street Address: \_\_\_\_\_

PO Box: N/A

PO Box: \_\_\_\_\_

City: Niles State: IL

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: 60714 Phone: 847-588-8000

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email, if available: \_\_\_\_\_

Email, if available: \_\_\_\_\_

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms



Project Name: Greenwood Ave. Sidewalk Improvements

Latitude: 42.053994773829 Longitude: -87.8403762846578

Uncontaminated Site Certification

**III. Basis for Certification and Attachments**

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

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

Refer to certification statement in section A.1b.

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

Six Samples were screened for fuels and volatiles with a PID during sampling and were submitted to laboratory for BETX, PNAs, RCRA Metals, and pH. No elevated PID readings above background were found. Refer to lab tables for results of sampling and maps for locations of material excluded from this certification.

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

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

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

Company Name: Winston Engineering

Street Address: 2256 Southwind Blvd.

City: Bartlett State: IL Zip Code: 60103

Phone: 630-503-5028

Gregory W. Wilcox P.E.

Printed Name:

*Gregory W. Wilcox*

Licensed Professional Engineer or  
Licensed Professional Geologist Signature:

4-14-23

Date:



P.E. or L.P.G. Seal:

# Appendix A.1a

## Certification statement

## **A.1b**

### **Greenwood Ave. Sidewalk Improvements**

**Greenwood Ave.-Golf Rd. to Church St./**

**Greenwood Ave.- Crain St. to Betty Ter.**

**Niles, IL 60714**

### **Environmental Report 4/14/23**

#### **Environmental Database Review**

On 3/15/23, Winston Engineering was contacted to complete an environmental review and CCDD certification for the project located on Greenwood Ave. from Golf Rd. to Church St. and from Crain St. to Betty Ter. in Niles, IL. A site investigation concluded that the proposed project site is located within multiple land uses including commercial and residential. ERIS reports showed that there are multiple environmental concerns located along the project sites. ERIS reports are available upon request.

Based on the potential of environmental impacting concerns, the determination was made that sampling of the project site was necessary.

#### **Soil Sampling**

On 3/20/23 Winston Engineering collected six samples from the site at an approximate depth of 18 inches below grade. Samples were submitted to EMT Laboratory in Des Plaines for BTEX, PNAs, RCRA Metals, and pH. PID readings of the samples varied between 0.1 to 0.3.

#### **Conclusion**

Lab analysis found that the soil sample had below Maximum Allowable Concentrations of BTEX, PNAs, and RCRA Metals along with being in the acceptable pH range of 6.25 to 9.0 for CCDD or USFO disposal for four of the six samples. Samples GW-2 and GW-4 exceeded acceptable lead concentrations and therefore soil from these areas(as shown on the project maps) are excluded from this certification. Lab report can be found in section A.4.

## Appendix A.2

A.2b Project and pH sample locations 1/2

A.2c Project and pH sample locations 2/2

# Greenwood Ave. Sidewalk Improvements

Project and soil boring locations 1/2



GW-4

GW-3

GW-2

GW-1

Project location

Excluded from certification

Google Earth

2000 ft



# Greenwood Ave. Sidewalk Improvements

Project and soil boring locations 2/2



Google Earth

**CEMENT, TYPE IL (BDE)**

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement .....1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL .....1001”

80449

## COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the



Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

“(b) No working day will be charged under the following conditions.

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

	One Clerk
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 according to Article 109.04.

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

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

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 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

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

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

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

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

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

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

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

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

### **Diesel Retrofit Deficiency Deduction**

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

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

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

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

80261

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

Effective: September 1, 2000

Revised: March 2, 2019

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified 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.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract 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 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, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 24 % 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 enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents 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.

DBE LOCATOR REFERENCES. 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>.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. 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. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".



The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the 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. This means 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 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 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 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 the 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 it is otherwise eligible for award. If the Department determines 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 will also include a statement of reasons for the adverse 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 to cure the deficiency.

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. 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 reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person 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.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the 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 it 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 or 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) NO AMENDMENT. 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 emailed to the Department at [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov).
- (b) CHANGES TO WORK. 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, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated 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) 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) The DBE is aware 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) 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 Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the 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) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor 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 Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the 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 will 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 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement 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 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) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be

made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may 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.

80029



## **HOT-MIX ASPHALT (BDE)**

Effective: January 1, 2024

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

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

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

“When establishing the target density, the HMA maximum theoretical specific gravity ( $G_{mm}$ ) will be the Department mix design verification test result.”

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

“Production is not required to stop after a test strip has been constructed.”

80456

## PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

**“1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.” The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

- (a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

- (b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.”

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

- (1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 “Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates” or AASHTO PP 74 “Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method”, a 50 g sample of the GTR shall conform to the following gradation requirements.

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

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

- (3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: \*.SPA, \*.SPG, \*.IRD, \*.IFG, \*.CSV, \*.SP, \*.IRS, \*.GAML, \*. [0-9], \*.IGM, \*.ABS, \*.DRT, \*.SBM, \*.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Test	Asphalt Grade	
	SM PG 46-28	SM PG 46-34
	SM PG 52-28	SM PG 52-34
	SM PG 58-22	SM PG 58-28
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.	
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, $\Delta G^* _{peak}$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %	

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

“(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
  - 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % <sup>1/2/</sup>			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	--	--	25
IL-4.75	--	--	35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.”

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

“A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent.”

## **PORTLAND CEMENT CONCRETE (BDE)**

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

80451

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

**“669.04 Regulated Substances Monitoring.** Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSM DR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

**“669.07 Temporary Staging.** Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option.

All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable.



If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOC GROUNDWATER ANALYSIS using EPA Method 8260B, SVOC GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

80455

## **SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)**

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

“The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt.”

80448

## **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.”

80397

## **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391

## **SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 2, 2023

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### **“STATEMENTS AND PAYROLLS**

The payroll records shall include the worker’s name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee’s social security number). The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>.

When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

80437

## **TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.



Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

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

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

20338

## **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

80439

## **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

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 Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

## WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 85 working days.

80071

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid 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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, 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 are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action



within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."



**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY  
SYSTEM OR APPALACHIAN LOCAL ACCESS**

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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.