

214

June 13, 2025 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 64P13
OGLE County
Section (2,3,4)RS-7 & 115SW
Route FAP 316,FAP 549
District 2 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 13, 2025 prevailing time 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. 64P13
OGLE County
Section (2,3,4)RS-7 & 115SW
Route FAP 316,FAP 549
District 2 Construction Funds**

**Hot-Mix Asphalt resurfacing south of IL-72 (W) to south of Willow St and ADA improvements on IL-72.
4.51 gross miles.**

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Gia Biagi,
Acting Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-25)

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RECURRING SPECIAL PROVISIONS

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STATE OF ILLINOIS

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, which apply to and govern the construction of FAP Route 316 & 549 (IL 26 & IL 72), Section (2, 3, 4)RS-7 & 115SW, Ogle County, Contract No. 64P13 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

IL 26 from south of IL 72 West to south of Willow Street and IL 72 from IL 26 to Masterson Avenue in Forreston.

DESCRIPTION OF PROJECT

Pavement patching, hot-mix asphalt resurfacing and sidewalk ADA improvements on IL 26 from south of IL 72 West to south of Willow Street.

TRAFFIC CONTROL PLAN

Effective: January 14, 1999

Revised: January 13, 2017

Standards:

| | | | | | |
|--------|--------|--------|--------|--------|--------|
| 701006 | 701011 | 701201 | 701301 | 701306 | 701311 |
| 701336 | 701501 | 701801 | 701901 | | |

Details:

District Standard 34.1
District Standard 94.2

General:

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Signs:

“BUMP” (W8-1(O)48) signs shall be installed as directed by the Engineer.

“UNEVEN LANES” W8-11(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

“LOW SHOULDER” W8-9(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

“NO PASSING ZONES NOT STRIPED NEXT 4 MILES” (G20-I 100(O)) signs shall be 60” x 36”.

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

Any plates or direct applied sheeting used to alter signs shall have the same sheeting as the base sign.

No more than one kind of alteration shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

Flaggers:

Flaggers shall comply with all requirements and signaling methods contained in the Department’s “Traffic Control Field Manual” current at the time of letting. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

In addition to the flaggers shown on applicable standards, on major sideroads, flaggers shall be required on all legs of the intersection. Major sideroads for this project shall be IL-72, N Baileyville Rd, and N Freeport Rd.

In addition to the flaggers shown on applicable standards, a flagger shall be required on high volume commercial entrances listed below. High volume commercial entrances for this project shall be Forreston Grade School and Dollar General.

When the mainline flagger is within 200 feet of an intersection, the sideroad flagger shall be required.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

Pavement Marking:

All temporary pavement markings that will be operational during the winter months (December through March) shall be paint.

Short term pavement markings on milled surface shall be paint.

District Standards Application:

Traffic Control for Narrow Travel Lanes: The Contractor shall provide informational warning signs regarding narrow travel lanes in construction areas. MAX WIDTH XX'-XX" X MILES AHEAD (W12-I103-48) signs with a width restriction of 10'-6" shall be installed at the following locations and the distance from the crossroads as noted; IL 26 at IL 72 1,000 ft and at IL 26 at IL 64 (5 MILES AHEAD).

The material of these signs shall be 0.125 inch thick aluminum, Type AP White and fluorescent orange reflective sheeting, and 6 inch D Series font Black vinyl lettering meeting the requirements of Sections 1090 and 1091 of the Standard Specifications.

Additional Narrow Width (W12-I102(O)-48) signs with a width restriction of 10'-6" and a " _____ MILES" (W16-3A(O)-3612) plate mounted below the signs shall be installed near the intersections of IL 26 at Townline Rd (1/2 MILES), IL 26 at Freeport Rd (1000 FEET), IL 72 at Main St in Leaf River (9 MILES), and IL 72 at N Columbia Rd (2 MILES) and after the ROAD CONSTRUCTION AHEAD sign in the sign series.

The material of these signs shall be 0.125 inch thick aluminum, Type AA Fluorescent orange reflective sheeting, and 12 inch D Series font black vinyl lettering meeting the requirements of Sections 1090 and 1091 of the Standard Specifications.

Two signs at each location shall be required where the median is greater than 10 feet.

The Contractor shall notify the Department via email at DOT.D2.TrafficNotice@illinois.gov. **This request shall be submitted a minimum of three weeks (21 days) and no earlier than four weeks (28 days) prior to the anticipated closure date to allow the State adequate time to reroute oversized loads.**

Maintenance of Traffic:

The Contractor shall notify the Ogle County Highway Department, the corresponding Township Commissioner, city municipality, emergency response agencies (i.e.: fire, ambulance, police), school bus companies and the Department of Transportation (Bureau of Project Implementation) regarding any changes in traffic control.

The Contractor shall notify the Ogle County Highway Department, corresponding Township Commissioner and/or city municipality for any sideroad closure or opening.

Milled pavement shall be resurfaced within 3 calendar days.

The mainline shall be kept open to one-way traffic at all times during the working hours and two-way traffic during non-working hours.

Two (2) changeable message signs shall be placed on this project two (2) weeks prior to the start of work informing the public of lane closures. Location of the message signs will be determined by the Resident Engineer.

GEOTECHNICAL REINFORCEMENT

Effective: June 17, 2022

Revised: April 10, 2014

This work consists of furnishing and installing an integrally-formed polypropylene geotechnical grid reinforcement material. The geogrid shall have an aperture, rib and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There shall be a high continuity of tensile strength through all ribs and junctions of the grid material to reinforce the subbase or subgrade as shown on the plans and specifications.

| MATERIAL CHARACTERISTICS | TEST METHOD | DATA |
|--------------------------|-------------|---------------|
| polymer type | | polypropylene |
| ultra violet stability | ASTM D 4355 | 50% |

| DIMENSIONAL CHARACTERISTICS | TEST METHOD | UNIT | DATA |
|-----------------------------|-------------|--------------------|------------|
| open area | CW 02215 | % | 75 (max.) |
| unit weight | ASTM D 5261 | oz/yd ² | 5.0 (min.) |

| TECHNICAL CHARACTERISTICS | TEST METHOD | UNIT | DATA |
|---------------------------|-------------|------|-----------|
| junction efficiency | GRI-GG2 | % | 90 (min.) |

The supplier should provide a certification that their product meets the above requirements.

The geotechnical reinforcement shall be placed as described herein or as shown on the cross sections.

Geogrid shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities.

Prior to the installation of the geogrid, the application surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be cut to the level of the ground surface. If the stumps cannot be cut to the ground level, they shall be completely removed. In the case of subgrades, all wheel tracks or ruts in excess of 3 inches in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

The geotechnical reinforcement shall be placed with the “roll length” parallel to the pavement. Fabric of insufficient width or length to fully cover the specified area shall be lapped a minimum of 24 inches. The geogrid should be secured in place.

Installation:

The granular blanket shall be constructed to the width and depth required on the plans. Unless otherwise specified, the material shall be back-dumped on the Geogrid in a sequence of operations beginning at the outer edges of the treatment area with subsequent placement towards the middle.

Placement of material on the Geogrid shall be accomplished by spreading dumped material off of previously placed material with a bulldozer blade or endloader, in such a manner as to prevent tearing or shoving of the Geogrid. Dumping of material directly on the Geogrid will only be permitted to establish an initial working platform. No construction equipment shall be allowed on the Geogrid prior to placement of the granular blanket. If the geogrid develops wrinkles or moves significantly, an alternative method of securing it shall be used.

Unless otherwise specified in the plans or Special Provisions, the granular material, shall be placed to the full required thickness and compacted to the satisfaction of the Engineer.

Geogrid which is damaged during installation or subsequent placement of granular material, due to failure of the Contractor to comply with these provisions, shall be repaired or replaced at his expense, including costs of removal and replacement of the granular material.

Torn Geogrid may be patched in-place by cutting and placing a piece of the same Geogrid over the tear. The dimensions of the patch shall be at least 2 feet larger than the largest dimension of the tear and it shall be weighted or otherwise secured to prevent the granular material from causing lap separation.

Method of Measurement: Geotechnical Reinforcement will be measured in square yards for the surface area placed. The excavation, replacement and compaction of the granular layer shall be paid for separately.

Basis of Payment: This work will be measured in place and the area computed in square yards. The work will be paid for at the contract unit price per Square Yard for GEOTECHNICAL REINFORCEMENT.

PCC AUTOMATIC BATCHING EQUIPMENT

Effective: January 1, 2015

Revised: January 31, 2023

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

Plants shall have computerized batching interfaced with a printer. IDOT Producer Number, IDOT Design Number, Concrete Material Code, batch weights, aggregate mixtures, water added, amount of each admixture or additive, and percent variance from design shall be printed for each batch. Tickets shall state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets are still required as per Article 1020.11(a)(7) of the Standard Specifications.

PCC QC/QA ELECTRONIC REPORTS SUBMITTAL

Effective: January 1, 2015

Revised: January 31, 2023

The Contractor's QC personnel shall be responsible for electronically submitting the following reports to the Department: PRO and IND data for Bmpr MI654 "Concrete Air, Slump, and Quantity,"; PRO data for Bmpr MI655 "P.C. Concrete Strength,"; and PRO data for Bmpr MI504 "Aggregate Gradation" reports to the Department. The format for the electronic submittals shall be the QMP package reporting program, which will be provided by the Department. Microsoft Excel 2007 or newer and Microsoft Outlook is required for this program which shall be provided by the Contractor.

JOINT TRIMMING

Effective: March 6, 2023

The following is the sequence for milling and paving:

1. If specified in the contract, mill both lanes and shoulders for the entire project.
2. Place the HMA binder on both driving lanes and shoulders for the entire project.
3. On the first lane to be paved, place the tack coat and new HMA surface course 6 in. wider than the joint to be trimmed.
4. After surfacing the first driving lane and prior to cleaning and start of surfacing on the following lane or shoulder, mill off the extra 6 in. of new HMA surface to the joint location, per the typical sections. The milling equipment must be capable of producing a straight line. The depth of the milling must be controlled so as not to gouge the underlying binder lift. The intent is to create a vertical face at the joint and provide lateral confinement for the following surface course material. Skid steer mounted mills will not be allowed.
5. Clean and prepare the surface of the remaining shoulder or lane for HMA placement as per Article 406.05 of the Standard Specifications. The tack coat shall be sprayed the full width of the HMA shoulder or lane and also lapped onto the newly trimmed joint a distance not to exceed 4 in. This additional width is to ensure the vertical face of the adjacent mat is adequately covered with tack coat.
6. Placement of surface course at the trimmed joint shall require the compacted height of HMA to be exactly flush, or not more than 1/32 in. higher, than the adjacent lane to ensure the joint has sufficient material for adequate compaction and proper drainage. During placement, the side plate of the screed shall not exceed 1/2 in. overlap onto the adjacent lane.

The milling of new HMA 6 in. extra width at the joint to be trimmed will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL – LONGITUDINAL JOINT.

The additional tack coat will be paid for at the contract unit price per pound of residual asphalt for BITUMINOUS MATERIAL (TACK COAT) or POLYMERIZED BITUMINOUS MATERIAL (TACK COAT).

The additional HMA surface course will be paid for at the contract unit price per ton for HOT-MIX ASPHALT SURFACE COURSE, of the friction aggregate mixture and Ndesign specified or POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, of the friction aggregate mixture and Ndesign specified. All other extra work will not be paid for separately but shall be included in the unit bid price of the various pay items and no other compensation will be allowed.

AVAILABILITY OF ELECTRONIC FILES

Effective 10/16 Revised 1/29/25

Electronic files of this project will be made available to the Contractor after the contract has been awarded. This information will be provided upon request in a Bentley CONNECT Platform software format ONLY. If data is required in other formats, it will be your responsibility to make these conversions. The Contractor shall coordinate obtaining electronic files through the Project Engineer. If there is a conflict between the electronic files and the printed contract plans and documents, the printed contract plans and documents shall take precedence over the electronic files. The Contractor shall accept all risk associated with using the electronic files and shall hold the Department harmless for any errors or omissions in the electronic files and the data contained therein. Errors or delays resulting from the use of the electronic files by the Contractor shall not result in an extension of time for any interim or final completion date or shall not be considered cause for additional compensation. The Contractor shall not use, share, or distribute these electronic files except for the purpose of constructing this contract. Any claims by third parties due to use or errors shall be the sole responsibility of the Contractor. The Contractor shall include this disclaimer with the transfer of these electronic files to any other parties and shall include appropriate language binding them to similar responsibilities.

GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS

This work shall be completed per Article 780.05, except that the grooving for letters and symbols shall be as close to the shape of the letter or symbol as possible, being a minimum of ½ inch wider on all sides. Excessive boxing out for the letter or symbol shall not be allowed.

This work shall be paid for at the contract unit price per SQ FT from the table below for GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS.

Grooving Area Chart (Symbols)

| SYMBOLS | | | | |
|---|----------------------------------|---------------|----------------------------------|---------------|
| Symbol | Pavement Marking Large Size (SF) | Grooving (SF) | Pavement Marking Small Size (SF) | Grooving (SF) |
| Through Arrow | 11.5 | 12.6 | 6.5 | 7.3 |
| Left or Right Arrow | 15.6 | 16.8 | 8.8 | 9.8 |
| 2 Arrow Combination Left (or Right) and Through | 26.0 | 28.2 | 14.7 | 16.2 |
| 3 Arrow Combination Left, Right, and Through | 38.4 | 41.3 | 20.9 | 23.0 |
| Lane Drop Arrow | 41.5 | 43.5 | -- | -- |
| Wrong Way Arrow | 24.3 | 27.3 | -- | -- |
| Railroad "R" 6ft (1.8m) | 3.6 | 5.3 | -- | -- |
| Railroad "X" 20ft (6.1m) | 54.0 | 57.5 | -- | -- |
| International Symbol of Accessibility | 3.1 | 4.0 | -- | -- |
| Bike Symbol | 4.7 | 12.3 | -- | -- |
| Shared Lane Symbol | 8.0 | 16.7 | -- | -- |

MAXIMUM DROP-OFFS BETWEEN ADJACENT LANES

(Effective April 21, 2023)

When the Contractor's operations cause a difference in elevation greater than 1.5 in. (38 mm) for a vertical milled face or 2 in. (50 mm) for a lift of HMA resurfacing between adjacent lanes, the lane shall remain closed. The Contractor shall adjust his milling and paving operations so that all traffic lanes are open at the end of each work day.

To meet the above requirement, the Contractor shall:

Place the binder lift immediately following the milling operation before opening the lane to traffic or

Place a temporary wedge after the milling operations (minimum 1V:3H slope) or

Mill a sloped wedge between lanes (minimum 1V:3H slope).

When the difference in elevation between adjacent open traffic lanes is greater than 1 in. (25 mm) and less than or equal to 1.5 in. (38 mm) for a vertical milled face or 2 in. (50 mm) for an HMA lift, "UNEVEN LANES" signs (W8-11(FO)) shall be erected at 1-mile (1.6 km) intervals.

The above requirements were developed based on IDOT Safety Engineering Policy Memorandum 4-21. Any changes to the proposed lift thicknesses, milling depths, or sequence of operations that change drop-offs at the centerline or edge of pavement must follow this policy and be approved by the Engineer.

This work will not be paid for separately but shall be included in the cost of the applicable HMA surface removal pay items.

RELOCATE SIGN PANEL AND POST

Description. This work shall consist of the removal and relocation of sign panels or sign panel assembly and metal post regardless of type in accordance with applicable provisions of Section 724 of the Standard Specifications as indicated on the plans. Signs that are in conflict with proposed improvements and/or construction operations shall be removed and relocated as shown on the plans and directed by the Engineer. If needed, sign panels and posts shall be temporarily relocated or temporarily stored during construction and reinstalled at its permanent location when construction operations permit. The cost for temporary relocation or storage of sign panels and posts shall be included in the cost of this item and no separate payment shall be allowed, regardless of the number of relocations required.

This shall also include the removal and disposal of any sign post foundations that are in conflict with proposed items of work as directed by the Engineer.

Basis of Payment. This work shall be paid for at the contract unit price per each for RELOCATE SIGN PANEL AND POST which price shall include the equipment, materials, and labor to completely remove and relocate the sign panels or sign assembly and metal post, regardless of type.

DELAYED PAVING OPERATIONS

To allow the Village of Forreton to replace watermain, the Contractor shall not begin any repaving operations, south of White Oak Rd in Forreton, prior to June 1, 2026.

CONTRACTOR COOPERATION

It is anticipated that this contract will be constructed with another roadway project within this project's improvement limits. This contract that may be under contract concurrent with project(s) as follows:

Contract No. 64U19: IL 72 (IL 26 in Forreton to 0.3 Mi E of Mt Morris Rd E of Leaf River)

Contract No. 64U22: IL 26 (S of Willow St in Forreton to Hillside Dr N of Polo)

The contractor shall schedule their work in order to minimize any conflicts that may arise between contracts as specified in article 105.08 of the standards and specifications. No additional compensation will be allowed for delays or inconveniences resulting from activities of other contractors.

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986
 Revised: January 1, 2022

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

| NUMBER & SPEED OF ADDRESS | NUMBER & SPEED OF PASSENGER TRAINS | OF NAMED INSURED & FREIGHT TRAINS |
|---|--|--|
| Dakota, Minnesota and Eastern Railroad (DM&E) doing business as Canadian Pacific-Kansas City Railway (CPKC) Canadian Pacific Plaza 120 South 6 th Street, Suite 700 Minneapolis, MN 55402 | 0 | 7 per day at 40 mph |
| Class 1 RR (Y or N): Yes | | |
| DOT/AAR No.: 372388P RR Division: East | RR Mile Post: 108.70 RR Sub-Division: Chicago | |
| For Freight/Passenger Information Contact: | Tad Billmeyer | Phone: (641)529-7227 |
| For Insurance Information Contact: | Kyle Spree | Phone: (612)468-6486 kyle.spree@cpkcr.com |

Comments: Railroad flaggers are required if working within 25 feet horizontally of the tracks, or whenever working over the tracks.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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 Work Areas. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

The following contract specific work areas shall be monitored by the Environmental Firm for soil contamination and workers protection.

ISGS Site 4272-7: Residence, 102 W. Elm Street, Forreton, Ogle County, Illinois

- Station 903+80 to Station 904+20, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-9: Forreton Grade School, 401 1st Avenue, Forreton, Ogle County, Illinois

- Station 903+80 to Station 904+20, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.
- Station 908+00 to Station 909+00, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-11: First United Methodist Church and Parsonage, 402 to 404 1st Avenue, Forreton, Ogle County, Illinois

- Station 907+80 to Station 908+20, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-18: Commercial Building, 302 1st Avenue, Forreton, Ogle County, Illinois

- Station 912+30 to Station 912+50, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-19: Primetime Boxing and Fitness, 301 to 303 1st Avenue, Forreton, Ogle County, Illinois

- Station 912+30 to Station 912+50, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-20: Believe in the Children, 220 1st Avenue, Forreton, Ogle County, Illinois

- Station 913+20 to Station 913+50, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-21: R & S Builders Warehouse, 215 1st Avenue, Forreston, Ogle County, Illinois

- Station 913+20 to Station 913+50, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-32: Forreston Public Library, 204 1st Avenue, Forreston, Ogle County, Illinois

- Station 916+75 to Station 917+50, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-33: Mixed Use Building, 104 East Main Street, Forreston, Ogle County, Illinois

- Station 916+75 to Station 917+00, 20 to 35 feet RT along IL 26 – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.
- Station 369+10 to Station 369+30, 20 to 35 feet LT along IL 72 – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-34: Solutions Bank, 202 East Main Street, Forreston, Ogle County, Illinois

- Station 370+00 to Station 370+30, 20 to 35 feet LT along IL 72 – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-35: Forreston Car Care, 205 East Main Street, Forreston, Ogle County, Illinois

- Station 370+00 to Station 370+30, 20 to 35 feet RT along IL 72 – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.
- Station 371+50 to Station 371+80, 20 to 35 feet RT along IL 72 – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-36: U.S. Post Office, 208 East Main Street, Forreston, Ogle County, Illinois

- Station 371+20 to Station 371+50, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-37: Vacant Lot, 302 East Main Street, Forreston, Ogle County, Illinois

- Station 372+00 to Station 372+50, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-38: Forreton Fire Protection District, 301 East Main Street, Forreton, Ogle County, Illinois

- Station 372+00 to Station 372+50, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.
- Station 373+00 to Station 373+70, 20 to 35 feet RT –The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-39: Morning Disposal, 306 East Main Street, Forreton, Ogle County, Illinois

- Station 373+00 to Station 373+40, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-40: Morning Disposal Warehouse, 300 Block of East Main Street, Forreton, Ogle County, Illinois

- Station 374+00 to Station 374+50, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-41: Commercial Building, 311 East Main Street, Forreton, Ogle County, Illinois

- Station 374+00 to Station 374+50, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.
- Station 375+70 to Station 376+00, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-42: Mobile Gasoline Station, 314 East Main Street, Forreton, Ogle County, Illinois

- Station 375+70 to Station 376+00, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-44: Anderson Transportation Company, 402 East Main Street, Forreton, Ogle County, Illinois

- Station 376+50 to Station 376+80, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.
- Station 378+00 to Station 378+30, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-45: Andy's Garage, 407 East Main Street, Forreston, Ogle County, Illinois

- Station 378+50 to Station 378+80, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.
- Station 380+00 to Station 380+50, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-46: Commercial Building, 102 N. Locust Avenue, Forreston, Ogle County, Illinois

- Station 378+50 to Station 378+80, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.
- Station 380+00 to Station 380+50, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-47: Residence, 101 N. Locust Avenue, Forreston, Ogle County, Illinois

- Station 380+80 to Station 381+00, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-55: Mixed Use Building, 118 1st Avenue, Forreston, Ogle County, Illinois

- Station 917+75 to Station 918+10, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-56: Forreston Village Hall, 102 N. Walnut Avenue, Forreston, Ogle County, Illinois

- Station 919+50 to Station 920+00, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-62: Residence, 117 N. Walnut Avenue, Forreston, Ogle County, Illinois

- Station 921+00 to Station 921+50, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-63: Personal Protection Options, 102 1st Avenue, Forreston, Ogle County, Illinois

- Station 922+00 to Station 922+30, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-65: Forreston Township Building, 104 E. State Street, Forreston, Ogle County, Illinois

- Station 922+00 to Station 922+30, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-69: BP Gasoline Station, 209 N. Walnut Avenue, Forreston, Ogle County, Illinois

- Station 925+90 to Station 926+10, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-70: Residence, 202 W. Avon Street, Forreston, Ogle County, Illinois

- Station 926+60 to Station 926+80, 20 to 35 feet LT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and Metals.

ISGS Site 4272-71: Commercial Building, 301 N. Walnut Avenue, Forreston, Ogle County, Illinois

- Station 926+60 to Station 926+80, 20 to 35 feet RT – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC Sampling parameter: VOCs, SVOCs, and 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

Additional information on the contract specific work areas listed above collected during the regulated substances due-diligence process is available through the District’s Environmental Studies Unit (DESU).

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: April 1, 2022

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement (ASI).

303.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Coarse Aggregate | 1004.07 |
| (b) Reclaimed Asphalt Pavement (RAP) | 1031.09 |

303.03 Equipment. The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

303.04 Soil Preparation. The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department's "Subgrade Stability Manual" for the aggregate thickness specified.

303.05 Placing and Compacting. The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

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

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

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

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

Add the following to Section 1004 of the Standard Specifications:

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

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
 - (1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

| COARSE AGGREGATE SUBGRADE GRADATIONS | | | | | |
|--------------------------------------|--------------------------------|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| | 8" | 6" | 4" | 2" | #4 |
| CS 1 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |
| CS 2 | | 100 | 80 ± 10 | 25 ± 15 | |

| COARSE AGGREGATE SUBGRADE GRADATIONS (Metric) | | | | | |
|---|--------------------------------|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| | 200 mm | 150 mm | 100 mm | 50 mm | 4.75 mm |
| CS 1 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |
| CS 2 | | 100 | 80 ± 10 | 25 ± 15 | |

(2) Capping aggregate shall be gradation CA 6 or CA 10."

Add the following to Article 1031.09 of the Standard Specifications:

"(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered."

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)

Effective: November 2, 2006

Revised: August 1, 2017

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

- Where: CA = Cost Adjustment, \$.
BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).
%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.
Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$
For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

- Where: A = Area of the HMA mixture, sq yd (sq m).
D = Depth of the HMA mixture, in. (mm).
G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
V = Volume of the bituminous material, gal (L).
SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES; CONCRETE, AND MORTAR (BDE)

Effective: January 1, 2025

Revise the first paragraph of Article 285.05 of the Standard Specifications to read:

“285.05 Fabric Formed Concrete Revetment Mat. The grout shall consist of a mixture of cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Fly ash or ground granulated blast furnace (GGBF) slag, and concrete admixtures may be used at the option of the Contractor. The grout shall have an air content of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The mix shall obtain a compressive strength of 2500 psi (17,000 kPa) at 28 days according to Article 1020.09.”

Revise Article 302.02 of the Standard Specifications to read:

“302.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|---|-----------------|
| (a) Cement | 1001 |
| (b) Water | 1002 |
| (c) Hydrated Lime | 1012.01 |
| (d) By-Product, Hydrated Lime | 1012.02 |
| (e) By-Product, Non-Hydrated Lime | 1012.03 |
| (f) Lime Slurry | 1012.04 |
| (g) Fly Ash | 1010 |
| (h) Soil for Soil Modification (Note 1) | 1009.01 |
| (i) Bituminous Materials (Note 2) | 1032 |

Note 1. This soil requirement only applies when modifying with lime (slurry or dry).

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250.”

Revise Article 312.07(c) of the Standard Specifications to read:

“(c) Cement1001”

Add Article 312.07(i) of the Standard Specifications to read:

“(i) Ground Granulated Blast Furnace (GGBF) Slag1010”

Revise the first paragraph of Article 312.09 of the Standard Specifications to read:

“312.09 Proportioning and Mix Design. At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing. The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse

aggregate. The Engineer will determine the proportions of materials for the mixture according to the “Portland Cement Concrete Level III Technician Course” manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design.”

Revise Article 352.02 of the Standard Specifications to read:

“**352.02 Materials.** Materials shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Cement (Note 1) | 1001 |
| (b) Soil for Soil-Cement Base Course | 1009.03 |
| (c) Water | 1002 |
| (d) Bituminous Materials (Note 2) | 1032 |

Note 1. Bulk cement may be used for the traveling mixing plant method if the equipment for handling, weighing, and spreading the cement is approved by the Engineer.

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250.”

Revise Article 404.02 of the Standard Specifications to read:

“**404.02 Materials.** Materials shall be according to the following.

| Item | Article/Section |
|---|-----------------|
| (a) Cement | 1001 |
| (b) Water | 1002 |
| (c) Fine Aggregate | 1003.08 |
| (d) Bituminous Material (Tack Coat) | 1032.06 |
| (e) Emulsified Asphalts (Note 1) (Note 2) | 1032.06 |
| (f) Fiber Modified Joint Sealer | 1050.05 |
| (g) Additives (Note 3) | |

Note 1. When used for slurry seal, the emulsified asphalt shall be CQS-1h according to Article 1032.06(b).

Note 2. When used for micro-surfacing, the emulsified asphalt shall be CQS-1hP according to Article 1032.06(e).

Note 3. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

Revise the last sentence of the fourth paragraph of Article 404.08 of the Standard Specifications to read:

“When approved by the Engineer, the sealant may be dusted with fine sand, cement, or mineral filler to prevent tracking.”

Revise Note 2 of Article 516.02 of the Standard Specifications to read:

“Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be a 1:1 blend of sand and cement comprised of a Type I, IL, or II cement at 185 lb/cu yd (110 kg/cu m). The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).”

Revise Note 2 of Article 543.02 of the Standard Specifications to read:

“Note 2. The grout mixture shall be 6.50 hundredweight/cu yd (385 kg/cu m) of cement plus fine aggregate and water. Fly ash or ground granulated blast furnace (GGBF) slag may replace a maximum of 5.25 hundredweight/cu yd (310 kg/cu m) of the cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce an air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture.”

Revise Article 583.01 of the Standard Specifications to read:

“**583.01 Description.** This work shall consist of placing cement mortar along precast, prestressed concrete bridge deck beams as required for fairing out any unevenness between adjacent deck beams prior to placing of waterproofing membrane and surfacing.”

Revise Article 583.02(a) of the Standard Specifications to read:

“(a) Cement1001”

Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

“ **583.03 General.** This work shall only be performed when the air temperature is 45 °F (7 °C) and rising. The mixture for cement mortar shall consist of three parts sand to one part cement by volume. The amount of water shall be no more than that necessary to produce a workable, plastic mortar.”

Revise Note 2/ in Article 1003.01(b) of the Standard Specifications to read:

“2/ Applies only to sand. Sand exceeding the colorimetric test standard of 11 (Illinois Modified AASHTO T 21) will be checked for mortar making properties according to Illinois Modified ASTM C 87 and shall develop a compressive strength at the age of 14 days when using Type I, IL, or II cement of not less than 95 percent of the comparable standard.

Revise the second sentence of Article 1003.02(e)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.90 percent or greater.”

Revise the first sentence of the second paragraph of Article 1003.02(e)(3) of the Standard Specifications to read:

“The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater.”

Revise the second sentence of Article 1004.02(g)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise Article 1017.01 of the Standard Specifications to read:

“**1017.01 Requirements.** The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the high-strength mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise the fourth sentence of Article 1018.01 of the Standard Specifications to read:

“The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department.”

Revise Article 1019.02 of the Standard Specifications to read:

“**1019.02 Materials.** Materials shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Cement | 1001 |
| (b) Water | 1002 |
| (c) Fine Aggregate for Controlled Low-Strength Material (CLSM) | 1003.06 |
| (d) Fly Ash | 1010 |
| (e) Ground Granulated Blast Furnace (GGBF) Slag..... | 1010 |
| (f) Admixtures (Note 1) | |

Note 1. The air-entraining admixture may be in powder or liquid form. Prior to approval, a CLSM air-entraining admixture will be evaluated by the Department. The admixture shall be able to meet the air content requirements of Mix 2. The Department will maintain a qualified product list.”

Revise Article 1019.05 of the Standard Specifications to read:

“**1019.05 Department Mix Design.** The Department mix design shall be Mix 1, 2, or 3 and shall be proportioned to yield approximately one cubic yard (cubic meter).

| Mix 1 | |
|--|-----------------------|
| Cement | 50 lb (30 kg) |
| Fly Ash – Class C or F, and/or GGBF Slag | 125 lb (74 kg) |
| Fine Aggregate – Saturated Surface Dry | 2900 lb (1720 kg) |
| Water | 50-65 gal (248-322 L) |
| Air Content | No air is entrained |

| Mix 2 | |
|--|-----------------------|
| Cement | 125 lb (74 kg) |
| Fine Aggregate – Saturated Surface Dry | 2500 lb (1483 kg) |
| Water | 35-50 gal (173-248 L) |
| Air Content | 15-25 % |

| Mix 3 | |
|--|-----------------------|
| Cement | 40 lb (24 kg) |
| Fly Ash – Class C or F, and/or GGBF Slag | 125 lb (74 kg) |
| Fine Aggregate – Saturated Surface Dry | 2500 lb (1483 kg) |
| Water | 35-50 gal (179-248 L) |
| Air Content | 15-25 % |

Revise Article 1020.04, Table 1, Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise Article 1020.04, Table 1 (Metric), Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise the second paragraph of Article 1020.05(a) of the Standard Specifications to read:

“For a mix design using a portland-pozzolan cement, portland blast-furnace slag cement, portland-limestone cement, or replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the Contractor may submit a mix design with a minimum portland cement content less than 400 lbs/cu yd (237 kg/cu m), but not less than 375 lbs/cu yd (222 kg/cu m), if the mix design is shown to have a minimum relative dynamic modulus of elasticity of 80 percent determined according to AASHTO T 161. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete.”

Revise the first sentence of the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“Corrosion inhibitors and concrete admixtures shall be according to the qualified product lists.”

Delete the fourth and fifth sentences of the second paragraph of Article 1020.05(b) of the Standard Specifications.

Revise the third sentence of the second paragraph of Article 1020.05(b)(5) of the Standard Specifications to read:

“The qualified product lists of concrete admixtures shall not apply.”

Revise second paragraph of Article 1020.05(b)(10) of the Standard Specifications to read:

“When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m) and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch. Other corrosion inhibitors shall be added per the manufacturer’s specifications.”

Delete the third paragraph of Article 1020.05(b)(10) of the Standard Specifications.

Revise Article 1020.15(b)(1)c. of the Standard Specifications to read:

“c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.”

Revise Article 1021.01 of the Standard Specifications to read:

“**1021.01 General.** Admixtures shall be furnished in liquid or powder form ready for use. The admixtures shall be delivered in the manufacturer’s original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer, the date of manufacture, and trade name of the material. Containers shall be readily identifiable as to manufacturer, the date of manufacture, and trade name of the material they contain.

Concrete admixtures shall be on one of the Department’s qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or types, an electronic link to the product’s technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

The manufacturer shall include the following in the submittal to the AASHTO Product Eval and Audit CADD testing program: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range established by the manufacturer shall be according to AASHTO M 194. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, 1021.07, and 1021.08, the pH allowable manufacturing range established by the manufacturer shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass) as determined by an appropriate test method. To verify the test result, the Department will use Illinois Modified AASHTO T 260, Procedure A, Method 1.

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.”

Revise Article 1021.03 of the Standard Specifications to read:

“**1021.03 Retarding and Water-Reducing Admixtures.** The admixture shall be according to the following.

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.
- (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).”

Revise Article 1021.05 of the Standard Specifications to read:

“1021.05 Self-Consolidating Admixtures. Self-consolidating admixture systems shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

High range water-reducing admixtures shall be according to AASHTO M 194, Type F.

Viscosity modifying admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.06 of the Standard Specifications to read:

“1021.06 Rheology-Controlling Admixture. Rheology-controlling admixtures shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. Rheology-controlling admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.07 of the Standard Specifications to read:

“1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.

For submittals requiring testing according to ASTM M 194, Type C (accelerating), the admixture shall meet the requirements of the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01.

For submittals requiring testing according to ASTM C 1582, a report prepared by an independent laboratory accredited by AASHTO re:source for portland cement concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent accredited lab. All other information in ASTM C 1582 shall be from an independent accredited lab. Test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall instead be submitted directly to the Department.”

Add Article 1021.08 of the Standard Specifications as follows:

“1021.08 Other Specific Performance Admixtures. Other specific performance admixtures shall, at a minimum, be according to AASHTO M 194, Type S (specific performance). The Department also reserves the right to require other testing, as determined by the Engineer, to show evidence of specific performance characteristics.

Initial testing according to AASHTO M 194 may be conducted under the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01, or by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. In either case, test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall also be submitted directly to the Department. The independent accredited lab report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.”

Revise Article 1024.01 of the Standard Specifications to read:

“**1024.01 Requirements for Grout.** The grout shall be proportioned by dry volume, thoroughly mixed, and shall have a minimum temperature of 50 °F (10 °C). Water shall not exceed the minimum needed for placement and finishing.

Materials for the grout shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Cement | 1001 |
| (b) Water | 1002 |
| (c) Fine Aggregate | 1003.02 |
| (d) Fly Ash | 1010 |
| (e) Ground Granulated Blast Furnace (GGBF) Slag..... | 1010 |
| (f) Concrete Admixtures | 1021” |

Revise Note 1 of Article 1024.02 of the Standard Specifications to read:

“Note 1. Nonshrink grout shall be according to Illinois Modified ASTM C 1107.

The nonshrink grout shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the grout shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise Article 1029.02 of the Standard Specifications to read:

“ **1029.02 Materials.** Materials shall be according to the following.

| Item | Article/Section |
|---|-----------------|
| (a) Cement..... | 1001 |
| (b) Fly Ash | 1010 |
| (c) Ground Granulated Blast Furnace (GGBF) Slag | 1010 |
| (d) Water..... | 1002 |
| (e) Fine Aggregate..... | 1003 |
| (f) Concrete Admixtures | 1021 |
| (g) Foaming Agent (Note 1) | |

Note 1. The manufacturer shall submit infrared spectrophotometer trace and test results indicating the foaming agent meets the requirements of ASTM C 869 in order to be on the

Department’s qualified product list. Submitted data/results shall not be more than five years old.”

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

Revise the first two sections of Check Sheet #11 of the Supplemental Specifications and Recurring Special Provisions to read:

“Description. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

Materials. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications:

| Item | Article/Section |
|---|-----------------|
| (a) Cement | 1001 |
| (b) Water | 1002 |
| (c) Fly Ash | 1010 |
| (d) Ground Granulated Blast Furnace (GGBF) Slag..... | 1010 |
| (e) Admixtures | 1021 |
| (f) Packaged Rapid Hardening Mortar or Concrete | 1018” |

Revise the third paragraph of Materials Note 2 of Check Sheet #28 of the Supplemental Specifications and Recurring Special Provisions to read:

“The Department will maintain a qualified product list of synthetic fibers, which will include the minimum required dosage rate. For the minimum required fiber dosage rate based on the Illinois Modified ASTM C 1609 test, a report prepared by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete shall be provided. The report shall show results of tests conducted no more than five years prior to the time of submittal.”

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

governing minor and major delays or reduced rate of production which are defined as follows.

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

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

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

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

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor’s yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.

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

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

“(f) **Basis of Payment.** After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

- (a) **Escalated Material and/or Labor Costs.** When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 2, 2025

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

DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.

2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **2.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
 - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.
 - (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

The required forms and documentation shall be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a bid if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. A bidder declared non-responsive for failure to meet the bidding procedures will not give rise to an administrative reconsideration. In the event the bid is declared non-responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

6. UTILIZATION PLAN EVALUATION. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate, and adequately document the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to commit to the performance of the contract by the bidder.

The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

If the Department determines that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan of that determination in accordance with SBE Policy Memorandum 24-02.

7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE firms. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.
8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.
 - (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
 - (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
 - (c) PAYMENT TO DBE FIRMS. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the

Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.

- (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (form SBE 2115) to the Engineer. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

FUEL COST ADJUSTMENT (BDE)

Effective: April 1, 2009

Revised: August 1, 2017

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.

- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

| English Units Category | Factor | Units |
|--|--------|--------------|
| A - Earthwork | 0.34 | gal / cu yd |
| B – Subbase and Aggregate Base courses | 0.62 | gal / ton |
| C – HMA Bases, Pavements and Shoulders | 1.05 | gal / ton |
| D – PCC Bases, Pavements and Shoulders | 2.53 | gal / cu yd |
| E – Structures | 8.00 | gal / \$1000 |

| Metric Units Category | Factor | Units |
|--|--------|---------------------|
| A - Earthwork | 1.68 | liters / cu m |
| B – Subbase and Aggregate Base courses | 2.58 | liters / metric ton |
| C – HMA Bases, Pavements and Shoulders | 4.37 | liters / metric ton |
| D – PCC Bases, Pavements and Shoulders | 12.52 | liters / cu m |
| E – Structures | 30.28 | liters / \$1000 |

(c) Quantity Conversion Factors.

| Category | Conversion | Factor |
|----------|--------------------|--------------------------------------|
| B | sq yd to ton | 0.057 ton / sq yd / in depth |
| | sq m to metric ton | 0.00243 metric ton / sq m / mm depth |
| C | sq yd to ton | 0.056 ton / sq yd / in depth |
| | sq m to metric ton | 0.00239 m ton / sq m / mm depth |
| D | sq yd to cu yd | 0.028 cu yd / sq yd / in depth |
| | sq m to cu m | 0.001 cu m / sq m / mm depth |

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$CA = (FPI_P - FPI_L) \times FUF \times Q$$

- Where: CA = Cost Adjustment, \$
 FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)
 FPI_L = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/gal (\$/liter)
 FUF = Fuel Usage Factor in the pay item(s) being adjusted
 Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPI_L and FPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revised: January 1, 2025

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

“(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department’s “Hot-Mix Asphalt Trainee Course” to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department’s “Gradation Technician Course” to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department’s “Nuclear Density Testing” course to run all nuclear density tests on the job site.”

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} .”

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

“(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (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.”

HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022

Revised: August 1, 2023

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of 1.5 ± 0.5 lb/sq yd (0.75 ± 0.25 kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat.”

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS half-width shall be applied at a width of 9 ± 1 in. (225 ± 25 mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated.”

Add the following after the eleventh paragraph of Article 406.06(h)(2) of the Standard Specifications:

| “LJS Half-Width Application Rate, lb/ft (kg/m) ^{1/} | | | |
|--|---|--------------------------------------|---------------------------------------|
| Lift Thickness, in. (mm) | Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75) | Fine Graded Mixture (IL-9.5FG) | SMA Mixture (SMA-9.5, SMA-12.5) |
| ¾ (19) | 0.44 (0.66) | | |
| 1 (25) | 0.58 (0.86) | | |
| 1 ¼ (32) | 0.66 (0.98) | 0.44 (0.66) | |
| 1 ½ (38) | 0.74 (1.10) | 0.48 (0.71) | 0.63 (0.94) |
| 1 ¾ (44) | 0.82 (1.22) | 0.52 (0.77) | 0.69 (1.03) |
| 2 (50) | 0.90 (1.34) | 0.56 (0.83) | 0.76 (1.13) |
| ≥ 2 ¼ (60) | 0.98 (1.46) | | |

1/ The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained.”

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

“Aggregate for covering tack, LJS, or FLS will not be measured for payment.”

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

“Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH.”

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

PAVEMENT MARKING INSPECTION (BDE)

Effective: April 1, 2025

Revise the second sentence of the first paragraph of Article 780.13 of the Standard Specifications to read:

“In addition, thermoplastic, preformed plastic, epoxy, preformed thermoplastic, polyurea, and modified urethane pavement markings will be inspected following a winter performance period that extends from November 15 to April 1 of the next year.”

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, ΔT_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.

| Table 4 - Requirements for Softener Modified Asphalt Binders | |
|---|---------------|
| Test | Asphalt Grade |
| | |
| Small Strain Parameter (AASHTO PP 113) BBR, ΔT_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.

| HMA Mixtures - RAP/RAS Maximum ABR % ^{1/2/} | | | |
|--|--------|---------|--|
| Ndesign | Binder | Surface | Polymer Modified Binder or Surface ^{3/} |
| 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 % ^{1/ 2/} | | | |
|--|--------|---------|--|
| Ndesign | Binder | Surface | Polymer Modified Binder or Surface ^{3/} |
| 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.”

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

“669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSMDR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 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. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option.”

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

“The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCs GROUNDWATER ANALYSIS using EPA 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.”

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

“Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04.”

SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

“(d) Pavement Marking Tapes (Note 3)1095.06”

Add the following Note to the end of Article 701.02 of the Standard Specifications:

“Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 703.02(c) of the Standard Specifications to read:

“(c) Pavement Marking Tapes (Note 1)1095.06”

Add the following Note to the end of Article 703.02 of the Standard Specifications:

“Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 1095.06 of the Standard Specifications to read:

1095.06 Pavement Marking Tapes. Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately 40 ± 10 percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

- (a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

| Color | Daylight Reflectance %Y |
|----------|-------------------------|
| White | 65 min. |
| Yellow * | 36 - 59 |

*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

| | | | | |
|---|-------|-------|-------|-------|
| x | 0.490 | 0.475 | 0.485 | 0.530 |
| y | 0.470 | 0.438 | 0.425 | 0.456 |

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, R_L , shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

| Coefficient of Retroreflected Luminance, R_L , Dry | | | | | |
|--|-------|--------|-------------------|-------|--------|
| Type I | | | Type IV | | |
| Observation Angle | White | Yellow | Observation Angle | White | Yellow |
| 0.2° | 2700 | 2400 | 0.2° | 1300 | 1200 |
| 0.5° | 2250 | 2000 | 0.5° | 1100 | 1000 |

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

| Wet Retroreflectance, Initial R_L | |
|-------------------------------------|------------------|
| Color | R_L 1.05/88.76 |
| White | 300 |
| Yellow | 200 |

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.
- (e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.

- (1) Time in place - 400 days
- (2) ADT per lane - 9,000 (28 percent trucks)
- (3) Axle hits - 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

| Test | Type I | Type IV | Blackout |
|--------------------------------------|-----------|--|--|
| Minimum Initial Thickness, mils (mm) | 20 (0.51) | 65 (1.65) ^{1/} 20 (0.51) ^{2/} | 65 (1.65) ^{1/} 20 (0.51) ^{2/} |
| Durability (cycles) | 5,000 | 1,500 | 1,500 |

1/ Measured at the thickest point of the patterned surface.

2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

(f) Sampling and Inspection.

- (1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

- (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

SIGN PANELS AND APPURTENANCES (BDE)

Effective: January 1, 2025

Revised: April 1, 2025

Add Article 720.02(c) of the Standard Specifications to read:

“(c) Aluminum Epoxy Mastic1008.03”

Revise the second and third paragraphs of Article 720.02 of the Standard Specifications to read:

“The sign mounting support channel shall be manufactured from steel or aluminum and shall be according to Standard 720001.

Steel support channels shall be according to ASTM A 1011 (A 1011M), ASTM A 635 (A 635M), ASTM A 568 (A 568M), or ASTM A 684 (A 684M), and shall be galvanized. Galvanizing shall be according to ASTM A 653 (A 653M) when galvanized before fabrication, and AASHTO M 111 (M 111M) when galvanized after fabrication. Field or post fabricated drilled holes shall be spot painted with one coat of aluminum epoxy mastic paint prior to installation.”

Revise the fifth paragraph of Article 720.02 of the Standard Specifications to read:

“The stainless steel banding for mounting signs or sign support channels to light or signal standards shall be according to ASTM A 240 (A 240M) Type 302 stainless steel.”

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.
The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

The report shall be made through the Department’s on-line subcontractor payment reporting system within 21 days of making the payment.”

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
 Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

| Value of Subcontract Reported on Form BC 260A | Mobilization Percentage |
|---|-------------------------|
| Less than \$10,000 | 25% |
| \$10,000 to less than \$20,000 | 20% |
| \$20,000 to less than \$40,000 | 18% |
| \$40,000 to less than \$60,000 | 16% |
| \$60,000 to less than \$80,000 | 14% |
| \$80,000 to less than \$100,000 | 12% |
| \$100,000 to less than \$250,000 | 10% |
| \$250,000 to less than \$500,000 | 9% |
| \$500,000 to \$750,000 | 8% |
| Over \$750,000 | 7%” |

SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025 Revised: March 2, 2025

In accordance with 49 CFR 26.11(c) all DBE and non-DBEs who bid as prime contractors and subcontractors shall provide bidders list information, including all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor.

The bidders list information shall be submitted with the bid using the link provided within the “Integrated Contractor Exchange (iCX)” application of the Department’s “EBids System”.

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021 Revised: November 2, 2023

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee’s social security number). The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <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 15th 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.”

SURFACE TESTING OF PAVEMENTS – IRI (BDE)

Effective: January 1, 2021

Revised: January 1, 2023

Description. This work shall consist of testing the ride quality of the finished surface of pavement sections with new concrete pavement, PCC overlays, full-depth HMA, and HMA overlays with at least 2.25 in. (57 mm) total thickness of new HMA combined with either HMA binder or HMA surface removal, according to Illinois Test Procedure 701, “Ride Quality Testing Using the International Roughness Index (IRI)”. Work shall be according to Sections 406, 407, or 420 of the Standard Specifications, except as modified herein.

Hot-Mix Asphalt (HMA) Overlays

Add the following to Article 406.03 of the Standard Specifications:

“(n) Pavement Surface Grinding Equipment..... 1101.04”

Revise Article 406.11 of the Standard Specifications to read:

“406.11 Surface Tests. Prior to HMA overlay pavement improvements, the Engineer will measure the smoothness of the existing high-speed mainline pavement. The Contractor shall measure the smoothness of the finished high-speed mainline, low-speed mainline, and miscellaneous pavements after the pavement improvement is complete but within the same construction season. Testing shall be performed in the presence of the Engineer and according to Illinois Test Procedure 701. The pavement will be identified as high-speed mainline, low-speed mainline, or miscellaneous as follows.

(a) Test Sections.

- (1) High-Speed Mainline Pavement. High-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).
- (2) Low-Speed Mainline Pavement. Low-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested using a 16 ft (5 m) straightedge or with an IPS analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.
- (3) Miscellaneous Pavement. Miscellaneous pavement are segments that either cannot readily be tested by an IPS or conditions beyond the control of the Contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.
 - a. Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;
 - b. Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;
 - c. The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
 - d. Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;
 - e. Variable width pavements;
 - f. Side street returns, to the end of radius return;
 - g. Crossovers;
 - h. Pavement connector for bridge approach slab;
 - i. Bridge approach slab;
 - j. Pavement that must be constructed in segments of 600 ft (180 m) or less;

- k. Pavement within 25 ft (7.6 m) of manholes, utility structures, at-grade railroad crossings, or other appurtenances;
- l. Turn lanes; and
- m. Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge.

- (4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).
- (5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.
 - a. MRI_O . The MRI of the existing pavement prior to construction.
 - b. MRI_I . The MRI value that warrants an incentive payment.
 - c. MRI_F . The MRI value that warrants full payment.
 - d. MRI_D . The MRI value that warrants a financial disincentive.
- (6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given subplot.
- (7) Sublot. A continuous strip of pavement 0.1 mile (160 m) long and one lane wide. A partial subplot greater than or equal to 264 ft (80 m) will be subject to the same evaluation as a whole subplot. Partial sublots less than 264 ft (80 m) shall be included with the previous subplot for evaluation purposes.

(b) Corrective Work. Corrective work shall be completed according to the following.

- (1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 200 in./mile (3,200 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any subplot having a MRI greater than MRI_D , including ALR, shall be corrected to reduce the MRI to the MRI_F , or replaced at the Contractor's option.
- (2) Low-Speed Mainline Pavement. Surface variations in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.
- (3) Miscellaneous Pavements. Surface variations in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed with pavement surface grinding equipment or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance,

with the beginning and ending of the corrected area perpendicular to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the subplot(s) shall be retested. The Contractor shall furnish the data and reports to the Engineer within 2 working days after corrections are made. If the MRI and/or ALR still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at no additional cost to the Department.

- (c) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each subplot of high-speed mainline pavement per the Smoothness Assessment Schedule. Assessments will be based on the MRI of each subplot prior to performing any corrective work unless the Contractor has chosen to remove and replace the pavement. For pavement that is replaced, assessments will be based on the MRI determined after replacement.

The upper MRI thresholds for high-speed mainline pavement are dependent on the MRI of the existing pavement before construction (MRI_0) and shall be determined as follows.

| Upper MRI Thresholds ^{1/} | MRI Thresholds (High-Speed, HMA Overlay) | |
|------------------------------------|--|--|
| | $MRI_0 \leq 125.0$ in./mile ($\leq 1,975$ mm/km) | $MRI_0 > 125.0$ in./mile ^{1/} ($> 1,975$ mm/km) |
| Incentive (MRI_I) | 45.0 in./mile (710 mm/km) | $0.2 \times MRI_0 + 20$ |
| Full Pay (MRI_F) | 75.0 in./mile (1,190 mm/km) | $0.2 \times MRI_0 + 50$ |
| Disincentive (MRI_D) | 100.0 in./mile (1,975 mm/km) | $0.2 \times MRI_0 + 75$ |

1/ MRI_0 , MRI_I , MRI_F , and MRI_D shall be in in./mile for calculation.

Smoothness assessments for high-speed mainline pavement shall be determined as follows.

| SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, HMA Overlay) | |
|--|--|
| Mainline Pavement MRI Range | Assessment Per Sublot ^{1/} |
| $MRI \leq MRI_I$ | $+ (MRI_I - MRI) \times \$20.00$ ^{2/} |
| $MRI_I < MRI \leq MRI_F$ | $+ \$0.00$ |
| $MRI_F < MRI \leq MRI_D$ | $- (MRI - MRI_F) \times \$8.00$ |
| $MRI > MRI_D$ | $- \$200.00$ |

1/ MRI , MRI_I , MRI_F , and MRI_D shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$300.00.

Smoothness assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein.”

Hot-Mix Asphalt (HMA) Pavement (Full-Depth)

Revise the first paragraph of Article 407.03 of the Standard Specifications to read:

“407.03 Equipment. Equipment shall be according to Article 406.03.”

Revise Article 407.09 of the Standard Specifications to read:

“407.09 Surface Tests. The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

The testing of the existing pavement prior to improvements shall not apply and the smoothness assessment for high-speed mainline pavement shall be determined according to the following table.

| SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, Full-Depth HMA) | |
|---|--------------------------------------|
| Mainline Pavement MRI, in./mile (mm/km) | Assessment Per Sublot ^{1/} |
| ≤ 45.0 (710) | + (45 – MRI) × \$45.00 ^{2/} |
| > 45.0 (710) to 75.0 (1,190) | + \$0.00 |
| > 75.0 (1,190) to 100.0 (1,580) | – (MRI – 75) × \$20.00 |
| > 100.0 (1,580) | – \$500.00 |

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$800.00.”

Portland Cement Concrete Pavement

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.10 of the Standard Specifications to read:

“420.10 Surface Tests. The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows.

The testing of the existing pavement prior to improvements shall not apply. The Contractor shall measure the smoothness of the finished surface of the pavement after the pavement has attained a flexural strength of 250 psi (3,800 kPa) or a compressive strength of 1,600 psi (20,700 kPa).

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

- (a) Corrective Work. No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to areas ground according to Article 420.18 at no additional cost to the Department.

Jointed portland cement concrete pavement corrected by removal and replacement, shall be corrected in full panel sizes.

(b) Smoothness Assessments. Smoothness assessment for high-speed mainline pavement shall be determined as follows.

| SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, PCC) | |
|---|--------------------------------------|
| Mainline Pavement MRI, in./mile (mm/km) ^{3/} | Assessment Per Sublot ^{1/} |
| ≤ 45.0 (710) | + (45 – MRI) × \$60.00 ^{2/} |
| > 45.0 (710) to 75.0 (1,190) | + \$0.00 |
| > 75.0 (1,190) to 100.0 (1,580) | – (MRI – 75) × \$37.50 |
| > 100.0 (1,580) | – \$750.00 |

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$1200.00.

3/ If pavement is constructed with traffic in the lane next to it, then an additional 10 in./mile will be added to the upper thresholds.”

Removal of Existing Pavement and Appurtenances

Revise the first paragraph of Article 440.04 of the Standard Specifications to read:

“**440.04 HMA Surface Removal for Subsequent Resurfacing.** The existing HMA surface shall be removed to the depth specified on the plans with a self-propelled milling machine. The removal depth may be varied slightly at the discretion of the Engineer to satisfy the smoothness requirements of the finished pavement. The temperature at which the work is performed, the nature and condition of the equipment, and the manner of performing the work shall be such that the milled surface is not torn, gouged, shoved or otherwise damaged by the milling operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated to the satisfaction of the Engineer. When tested with a 16 ft (5 m) straightedge, the milled surface shall have no surface variations in excess of 3/16 in. (5 mm).”

General Equipment

Revise Article 1101.04 of the Standard Specifications to read:

“**1101.04 Pavement Surface Grinding Equipment.** The pavement surface grinding device shall have a minimum effective head width of 3 ft (0.9 m).

- (a) Diamond Saw Blade Machine. The machine shall be self-propelled with multiple diamond saw blades.
- (b) Profile Milling Machine. The profile milling machine shall be a drum device with carbide or diamond teeth with spacing of 0.315 in. (8 mm) or less and maintain proper forward speed for surface texture according to the manufacturer’s specifications.”

SURVEYING SERVICES (BDE)

Effective: April 1, 2025

Delete the fourth paragraph of Article 667.04 of the Standard Specifications.

Delete Section 668 of the Standard Specifications.

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

The following applies to all Disadvantaged Business Enterprise (DBE) trucks on the project, whether they are utilized for DBE goal credit or not.

The Contractor shall notify the Engineer at least three days prior to DBE trucking activity.

The Contractor shall submit a weekly report of DBE trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WOOD SIGN SUPPORT (BDE)

Effective: November 1, 2023

Add the following to Article 730.02 of the Standard Specifications:

“(c) Preservative Treatment1007.12”

Revise the first paragraph of Article 730.03 of the Standard Specifications to read:

“ **730.03 General.** Wood sign supports shall be treated. When the 4 x 6 in. (100 x 150 mm) posts are used, they shall be modified to satisfy the breakaway requirements by drilling 1 1/2 in. (38 mm) diameter holes centered at 4 and 18 in. (100 and 450 mm) above the groundline and perpendicular to the centerline of the roadway.”

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as sign supports, speed feedback displays, arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(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.”

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **80** working days.

RIGHT OF ENTRY USA DM&E RR

RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made by and between **DAKOTA, MINNESOTA & EASTERN RAILROAD COMPANY** doing business as Canadian Pacific and Add Your Company Name.

1. PARTIES

DAKOTA, MINNESOTA & EASTERN RAILROAD COMPANY, a South Dakota corporation doing business as Canadian Pacific with general offices at:

| Address | Contact Info | |
|---|--------------|-----------------------------|
| Canadian Pacific Plaza 120 South 6th St. – Suite 700 Minneapolis, Minnesota 55402 | Name: | Charles Kretchman |
| | Phone: | (612)247-0706 |
| | Fax: | |
| | Email: | Charles.kretchman@cpkcr.com |
| | | |

hereinafter called “**CP**,”

and Add Your Company Name, a whose address is:

| Address | Contact Info | |
|------------------|--------------|-----------|
| Add Your Address | Name: | Your Name |
| | Phone: | |
| | Fax: | |
| | Mobile: | |
| | Email: | |

hereinafter called “**Licensee**.”

2. PROPERTY; SCHEDULE; GRANT OF LICENSE

2.1 Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in Add Your City Location, Add Your State Location near railroad mile post Add MP +/- on the Add Subdivision Subdivision, as shown upon the map labeled **Exhibit A** that is attached hereto and made a part hereof (the “**Property**”)

2.2 Work Schedule

for the sole for the purpose of performing, generally, the following activities: Add a Detailed description of your Work/Project (the “**Work**”), as detailed in Licensee’s plans, specifications and special provisions. The Work is subject to approval by CP’s authorized representative.

2.3 Grant of License

This license is granted subject to all the terms and conditions set forth below and applies to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4 Agreement to be Available at Work Site

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1 Term

The term of this Agreement shall

Commence at 12:01 am on **Add Your Start Date, 2020** (the “Commencement Date”);
and

Expire at 11:59 pm on **Add Your End Date, 2020** (the “Expiration Date”)

the “Term.” Upon agreement between CP and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this Agreement.

3.2 Effective Date

This Agreement shall be effective upon the date that it has been signed by both parties.

3.3 Expiration

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (*i.e.*, sealed and abandoned in accordance with applicable legal requirements) by Licensee or
- (ii) the date CP assumes ownership of such wells pursuant to section 10.8.

3.4 TERMINATION; EXCLUSION

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

4. PAYMENTS

4.1 License Fee

In consideration of the permissions herein granted, Licensee shall with its execution hereof pay to CP the sum of **One Thousand Five Hundred Dollars (\$1,500.00)**.

4.2 Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively "**Utility Service.**" If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall be a default of the terms of this license if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.

4.3 Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

4.4 Additional Charges

Licensee shall within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

4.5 Due Dates; Penalties; Other Charges

4.3.1 *Due Dates*

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

4.3.2 *Late Fees*

In addition to any amounts payable by Licensee to CP, Licensee shall pay CP a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CP's Accounting Department that is in effect at the time that that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.3.3 *Fines and Service Fees*

In addition to any other amounts payable by Licensee to CP, Licensee shall pay CP for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CP in connection with processing of any payment made by Licensee to CP.

4.6 Work At No Cost To CP

The Work completed by Licensee shall be performed at no cost to CP.

5. CONTACT, NOTICES, ETC.

5.1 Contact Persons; Communications

Communications pursuant to this Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

5.2 Notices

Except as otherwise provided in this Agreement, all notices pursuant to this Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3 Notification Prior To Beginning Work

Licensee must notify CP's contact person by telephone at least three working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CP

6.1 Permitted Uses

6.1.1 *The Work*

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other activities as may be approved by CP in writing.

6.1.2 *Government Authorities*

Licensee may permit governmental authorities other than Licensee with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CP (by telephone or other means calculated to bring the matter to CP's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities other than Licensee to enter the Property for any other purpose.

6.2 Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by CP. Specifically, Licensee shall not:

6.2.1 *Advertising*

permit any advertisements or signs upon the Property;

6.2.2 *Use of Hazardous Substances*

without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3 Use of Premises for waste treatment or as storage or disposal facility

cause or allow the Property or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

6.2.4 Subleasing is prohibited

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3 Reservations and Rights of CP

6.3.1 Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2 Reservation of prior and future uses not inconsistent with Licensee's activities

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by CP, or its employees, agents, licensees, grantees, representatives or invitees. Further, CP reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3 Monitoring

CP may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions

7.1.1 "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

7.1.2 "Environmental Law" or "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. '§1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as

amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

- 7.1.3 "Hazardous Substance" or "Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;
- 7.1.4 "Release" or "Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;
- 7.1.5 "Response" or "Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- 7.1.6 "Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements

7.2.1 *Tenants and Licensees in possession of Property*

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CP will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 *Underground Utilities and Structures*

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CPCBYD "Canadian Pacific Call before You Dig"** at **1-866-291-0741 for Signal, Fiber Optics, and Power for CP Facilities on Canadian Pacific Right of Way and the STATE "ONE CALL"** a minimum of 5 business prior to commencing any excavation or boring on the Property.
- c. CP will cooperate with Licensee to identify the location of underground utilities and structures known to CP, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 *Permits And Licenses; Compliance With Laws*

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations,

and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

7.2.4 Compliance with CP Safety Requirements; Identification

- a. While on the Property, Licensee shall comply with the safety requirements of CP, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CP. CP's safety requirements are set forth "**Exhibit B**" titled "**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY**" and in CP's current safety handbook. One free copy of the current safety handbook will be provided to Licensee by the CP contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CP safety requirements that would apply to a CP employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for Canadian Pacific operations.
<if applicable>
- c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CP may reasonable require.

7.3 Work In Close Proximity To Railroad Operations; Drainage

7.3.1 Interference with Railroad Operations

Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Clearance

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CP prior to performing such work or placing such equipment or obstruction.

7.3.3 Flagging

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by CP at Licensee's expense. The fact that CP provides such service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without

notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 Certain Work Close To Track Not Permitted; Lateral Support

- a. Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;
- b. Unless otherwise agreed to in writing by CP, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CP any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

7.3.5 Storm Water

Licensee shall not, without the advance written approval of CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, as between CP and Licensee it is understood and agreed that Licensee shall, at Licensee's cost and expense, be responsible for the construction, maintenance, repair and replacement upon the real property or other land not belonging to CP such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related to improvements required for Licensee's compliance with this section.

7.3.6. Fencing <If applicable>

Licensee shall, at no cost to CP, construct and maintain during the term hereof a fence acceptable to CP in the location(s) designated on Exhibit A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1 Property clean, safe and free from nuisances

Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

7.4.2 Release of Hazardous Substances

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3 Response Actions

Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of Licensee (or Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law,
- b. cause a public health or workplace hazard, or
- c. create a nuisance.

7.5 Required Notices/Disclosures

7.5.1 Transportation and Disposal Contracts

Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that Licensee has complied with all Environmental Laws relating to the Property

7.5.2 Releases or Suspected Releases

Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3 Notices, summons citations, etc.

Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4 Other Reports

Licensee shall, at CP's option, provide CP, at no cost to CP, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency, other than Licensee, acting in a regulatory capacity, other than Licensee, then Licensee shall also give CP a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CP's comments with respect to the draft of that Report. Licensee will promptly provide CP with a copy of any final Report.

7.6 CP's right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in section 7.5.3 in connection with any action taken pursuant to section 7.4.3, Licensee shall notify CP of

any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

7.7 Restoration of Property

Upon completion of the Work or expiration or early termination of this Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CP). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CP and in accordance with all applicable laws, all at no expense to CP.

8. LIABILITY

8.1 Damage to CP Tracks, Facilities, and Equipment

If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

8.2 Assumption of Risk

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3 Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages, penalties, fines, and sanctions (collectively, "Claims") arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following

businesses and their officers, directors, employees, and agents: Soo Line Corporation, Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Wyoming, Dakota Railroad Properties, Inc., Central Maine & Quebec Railway, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, and Canadian and Pacific Railway Company, and their respective parent companies, subsidiaries, and affiliated companies, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

9. INSURANCE

Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CP, policies of:

- (a) **Commercial General Liability** (C.G.L.) insurance with a limit of not less than Ten Million Dollars (\$10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following: **NOTE – For large projects that are high risk, please confirm with Risk Management whether \$10M CGL is sufficient or if a higher limit and/or additional requirements are necessary.**
 - (i) CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement.
- (c) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and

trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

- (d) **Contractor's Pollution Liability** insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement. **IF APPLICABLE – DEPENDS ON SCOPE OF WORK BEING PERFORMED – CONFIRM WITH RISK MANAGEMENT**

(collectively, the “**Insurance Coverage**”).

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Before Licensee enters the Property, CP must receive and approve certificates of insurance evidencing the Insurance Coverage outlined in this Section. Licensee may be required to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance shall be sent via email to matthew_miller@cpr.ca. Upon request, Licensee shall provide CP with certified copies of the insurance policies.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

10. ENTIRE AGREEMENT

10.1 Survival of Indemnity Provisions

The indemnification provisions of this Agreement shall survive its expiration or termination.

10.2 Mere License

The permission encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

10.3 No Warranty of Title

CP does not warrant that it has good title to the Property.

10.4 Assignment; Binding Effect

This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

10.5 Governing Law

This Agreement shall be construed in accordance with the laws of the state of Minnesota.

10.6 Entire Agreement

This Agreement is the full, complete, and entire Agreement of the parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

10.7 Headings

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

10.8 Singular and Plural

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9 Duplicate Copies and Counterparts

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

Your Company Name

**DAKOTA, MINNESOTA & EASTERN
RAILROAD COMPANY**
doing business as Canadian Pacific

By _____
Its **Your Name**
Date

By _____
Its Charles Kretchman
Supervisor- Public Works
Date

EXHIBIT A
Map of the Property

An Example for your reference
Cut and Paste a Copy and ADD a map of the location of the project

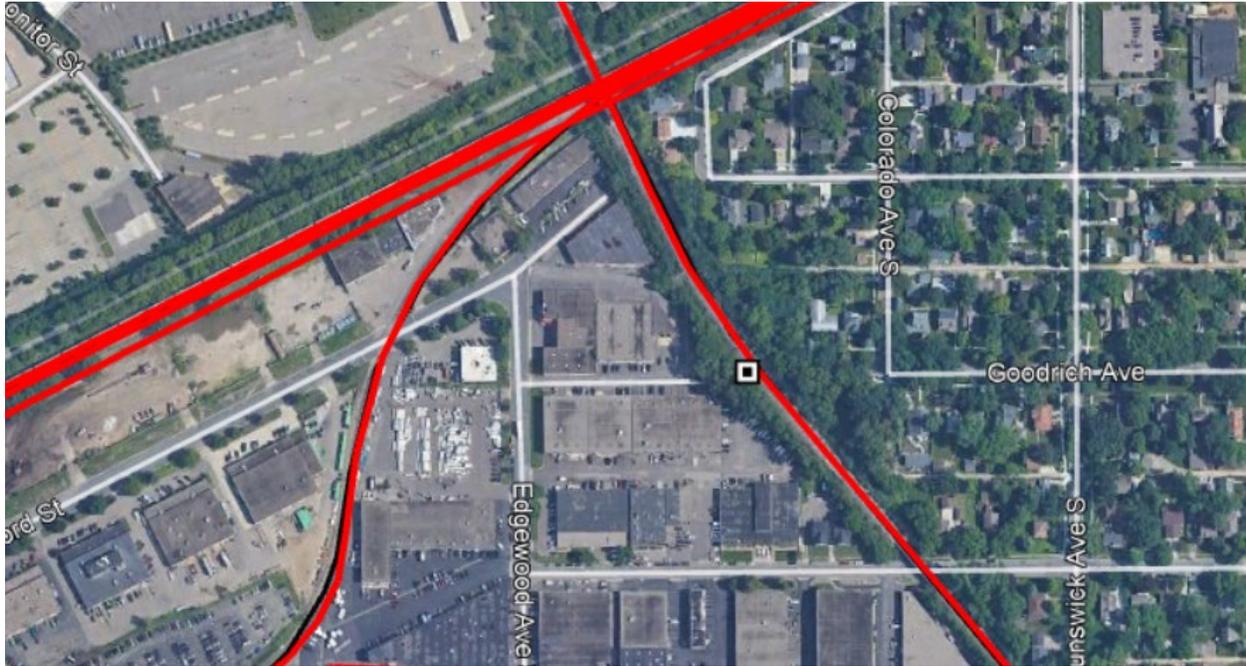
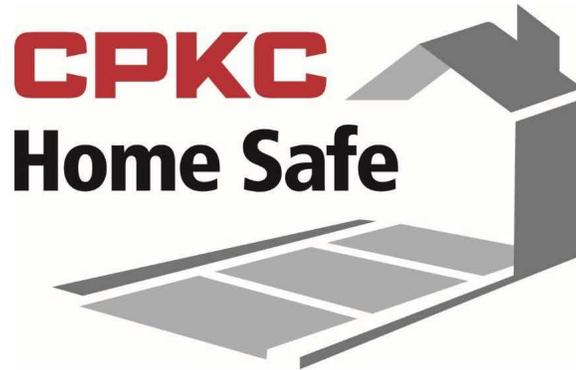


EXHIBIT B
Minimum Safety Rules for Work on Railroad Property

CPKC SAFETY REQUIREMENTS FOR CONTRACTORS



**CPKC Safety Requirements for Contractors
United States**

| | | | |
|----------------------------|---------------------------|--------------------------|--------------|
| Approval Authority: | Safety Management Systems | Effective Date: | Jul. 1, 2024 |
| Version: | 4.0 | Next Review Date: | Jul. 1, 2027 |

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CPKC Safety Requirements for Contractors - United States

1.0 Introduction

At CPKC, safety is an integral part of the way we do business. We expect everyone working for CPKC to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

2.0 Application

- 2.1 These Safety Requirements are applicable to all who work on CPKC property (except as noted in 2.3 and 2.4 below) including contractors and other persons performing work or otherwise providing services to CPKC on its property in the United States.
- 2.2 These Safety Requirements cannot be waived or altered, in whole or in part, without a prior risk Assessment specific to the work being conducted, and written consent has been provided by the Manager-in-Charge.
- 2.3 Notwithstanding the foregoing, these Safety Requirements do not apply to other railroad companies who only operate trains on CPKC property under various trackage or interchange agreements.
- 2.4 Further notwithstanding the foregoing, these Safety Requirements may not apply to work or services provided in CPKC office premises.

3.0 Definitions and Interpretation

3.1 Definitions

- 3.1.1 In these Safety Requirements, the following capitalized terms shall have the ascribed meaning below:

Applicable Legislation - means all applicable legislation, regulations, by-laws, codes, rules, standards, policies, procedures, promulgated by any federal, state, and municipal governmental body, including those of its agencies, having authority over CPKC and, or a contractor in relation to the work in the matter of health and safety of the person, property and, or the environment.

Canadian Pacific Kansas City or CPKC - means Canadian Pacific Kansas City Limited, and its subsidiaries and affiliates, and includes each of their respective directors, officers, employees, agent, and representatives.

CPKC Personnel - means CPKC's employees, agents, and representatives.

CPKC Property - means any building, facility, yard, track, right of way or other property owned or controlled by CPKC.

Contractor - means the company or person, and their respective employees and authorized agents, representative and subcontractors who are providing goods or services to CPKC; or on behalf of a third party working on CPKC property.

Contractor Personnel - means the contractor's employees, and authorized agents, representative and subcontractors.

Efficiency Test (eTest) - means a planned procedure to evaluate compliance with rules, instructions, and procedures, with or without the employee's knowledge.

Foul of Track - means the placement of an individual or equipment within 4 feet (1.2 m) of the outside rail of a railway track that could be struck by a moving train or on-track work equipment (e.g., hi-rail equipment).

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Hazardous Materials- means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- i) radioactive, explosive, poisonous, or toxic substances.
- ii) any substance that if added to any water, would degrade, or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, or plant.
- iii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create, or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons, or the health of animal life, or causes damage to plant life or to property, or
- iv) substances declared to be hazardous, toxic, or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction.

Manager-in-Charge- means a CPKC manager as designated or otherwise identified by CPKC as being responsible for overseeing the work to be performed, such Manager-in-Charge may include, but is not limited to local CPKC Management, Superintendents, Chief Engineers, and Project Managers, etc.

Mobile Equipment- means any motorized and self-propelled equipment, excluding railroad equipment and highway vehicles, but including, for example, forklifts, tractors, cranes, ATVs, mules, motorized scissor lifts, telescopic boom lifts, and similar equipment that are not designed to operate or move on railroad tracks.

Office Premises- means any building, facility, or portion thereof, or other premises, whether owned or controlled by CPKC, which is used solely for clerical or administrative purposes, and which does not contain heavy equipment or machinery, as designated by CPKC from time to time.

Qualified and Authorized- means a status attained by a person who has successfully completed any required training and demonstrated proficiency in the duties of a particular position or function and who has been given the right to act.

Railroad Equipment- means trains, locomotives, railcars, on track equipment (track units), hi-rail vehicles and any other equipment designed to operate or move on railroad tracks.

Site Safety Plan- means a documented plan which set out how work is to be conducted in a safe manner, as required by applicable legislation, see 6.1).

Third Party Project- means any work being performed on CPKC property that CPKC is not managing (i.e., road authority, utility company, commuter agency, or other similar entity, are on CPKC property for their own purposes, and not a project sponsored or managed by CPKC.

Work- means the provision of products and services and related activities.

Work Site- means any CPKC property where CPKC personnel or contractor personnel are present, or permitted to be present, while engaged in any Work, including any railroad equipment, mobile equipment and highway vehicles operated by or used to convey a person engaged in such Work. This applies also to work immediately adjacent to CPKC property which can pose a risk to safe railway operations (i.e., blasting, excavation next to right-of-way (ROW), etc.).

CPKC Safety Requirements for Contractors - United States

4.0 Interpretation and Application

- 4.1 Where legislation is referred to in these Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.
- 4.2 Where standards, such as those of the American National Standards Institute (ANSI), are referred to in these Safety Requirements, they shall include all amendments and replacements thereof from time to time.
- 4.3 Where there is any ambiguity, inconsistencies, or omissions between or among any agreements with CPKC, expressed or implied; any applicable legislations; any applicable CPKC policies and practices; and any applicable industrial standards and practices, contractor and contractor personnel shall adhere to that which is most stringent and current.

5.0 Contractor Compliance and Responsibilities

5.1 General Compliance

- 5.1.1 The contractor shall be fully and solely responsible for ensuring the health and safety of contractor personnel and for ensuring that its work and other activities do not compromise the health and safety of CPKC personnel or any other party, the protection of the environment, the protection of CPKC's property and those of any other party, and do not interfere with the safety of CPKC's railroad operations.
- 5.1.2 The contractor shall comply with and shall ensure all of contractor personnel are trained and qualified to safely perform the Work and that they comply with all Applicable Legislation pertaining to the protection against fire, safety, health, and environmental hazards, and with any license, permits, authorizations issued by the respective authority and provide CPKC with written certification that contractor's safety program required by 49 CFR Part 243 has been approved by the Federal Railroad Administration (FRA) where applicable.
- 5.1.3 The contractor shall comply with and shall ensure all of contractor personnel comply with all terms and conditions of all agreements, expressed or implied, between contractor and CPKC, and all applicable CPKC policies and practices.
- 5.1.4 Subject to the requirements of CPKC's Access Control Procedures, the contractor shall provide CPKC eRaisafe training for each employee engaged in work on CPKC property.

Note - contractors entering into new agreements after Apr. 14, 2023, will be required to enroll or / subscribe to eRaisafe / ISNetworld as required by CPKC Access Control Policy / Procedure).

Where there is no agreement between CPKC and the contractor, the contractor is responsible for meeting the additional requirements outlines within CPKC's Access Control Procedures.

- 5.1.5 The contractor shall provide contractor personnel, at its own expense, all safety equipment required to protect against injuries during the performance of the work and shall ensure that contractor personnel are knowledgeable of and utilize safe practices in performing the work.
- 5.1.6 The contractor shall always have a copy of the documents listed below at the work site, and shall produce them as and when requested by CPKC:
 - a) CPKC Safety Requirements for Contractors - United States.
 - b) Licenses, certifications, permits, training records or other documents required by applicable legislation or these Safety Requirements.
 - c) Contractor's site safety plan.

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- d) Contractor's Emergency Information Sheet (see Attachment A) / Worksite Information Sheet (see Attachment B).
- e) Any additional documents required by contract or by agreement with Manager-in-Charge.
- f) Employee identification (eRailsafe badge or equivalent, see 11.1.1).

5.2 Compliance Assurance

- 5.2.1 CPKC reserves the right to observe, inspect, test and audit contractor and contractor personnel for compliance with all requirements herein, and to demand and receive all relevant records, documentation, and materials evidencing compliance, at any time, and from time to time.
- 5.2.2 Failure of the contractor or contractor personnel to comply with any applicable provisions herein may be considered a material breach, and in addition to all other remedies available, CPKC may without prejudice:
 - a) take over control of that work or activity.
 - b) order the work to stop, and / or
 - c) order contractor personnel to leave CPKC Property.
- 5.2.3 Upon the earlier of the completion of the work, the expiration of the applicable agreement, or the request of a Manager-in-Charge, contractor and contractor personnel shall return all identification, badges, access cards, and decals, issued or provided by CPKC to the Manager-in-Charge.

6.0 Site Safety Plans

6.1 General Requirements

- 6.1.1 Prior to starting any work on CPKC Property, the contractor must have a written site safety plan that identifies:
 - a) All applicable legislation, rules, policies, and work practices in relation to the work being performed.
 - b) Specific hazards that are associated with the work being performed on CPKC property for CPKC, and work being performed not for CPKC:
For example:
 - i) Construction, maintenance, or inspections of buildings.
 - ii) Working on or adjacent to railroad tracks.
 - iii) Maintenance or inspection of railroad tracks, crossings, or signal systems.
 - iv) Operating railroad equipment on CPKC tracks, or
 - v) When / where contractor personnel work directly with or in proximity (time or space) to CPKC personnel.
 - c) Methods of verifying compliance.
- 6.1.2 The contractor will provide Manager-In-Charge with a copy of this site safety plan on reasonable request.
- 6.1.3 The contractor must be able to demonstrate an awareness of applicable legislation, rules, policies, and work practices in relation to the work being performed.

CPKC Safety Requirements for Contractors - United States

7.0 Safety Training

7.1 Training & Qualifications

- 7.1.1 At its sole cost and expense, contractor shall ensure that all contractor personnel be fully trained and qualified for the work they will be performing. Contractors and contractor personnel shall meet, or exceed, all applicable legislation requirements relating to training and qualification, including but not limited to the requirements of 49 CFR Part 243 and provide training documentation to ISNetworld for filing / record keeping as per CPKC Access Control Policy / Procedure.
- 7.1.2 Additionally, contractor personnel training and qualification shall meet or exceed all applicable industry standards.

7.2 Proof of Training & Qualification

- 7.2.1 Contractor personnel shall always have proof of such training and qualifications and shall produce them as and when requested by the Manager-in-Charge.
- 7.2.2 CPKC reserves the right to inspect qualification certificates, licenses, training records and / or work history records for any contractor personnel, and, or to be provided with copies thereof, on reasonable request. In addition, CPKC reserves the right to perform eTests on contractor employees, and request discipline for non-conformance.

8.0 Safety Orientation

8.1 General Requirements

- 8.1.1 Prior to beginning work, all contractor personnel shall participate in a CPKC authorized safety orientation, including on-site orientation presented by the Manager-in-Charge or designate.
- 8.1.2 Any time the scope of work, location, condition or supervision changes, contractor personnel may be required to attend additional safety orientation sessions.
- 8.1.3 After successful completion of such safety orientation, contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CPKC property unescorted for the purposes of conducting work. Managers can enter the tracking code into Compliance Management (CM) (CP property) and Operational Testing System (OTS) (KC property). Third parties who hire subcontractors must ensure required compliance while on CPKC property. The eRailsafe identification card shall be worn or be always made visible or produced upon request and cannot be transferred under any circumstances.

9.0 Job Safety Briefing

- 9.1.1 Contractor personnel shall attend all job safety briefings as and when conducted. Contractor personnel shall be solely and fully responsible for understanding the content of the job safety briefing, shall:
 - a) understand the scope of work to be performed and an appreciation of the nature of the location, environment, and conditions where such work is to be performed.
 - b) be aware of specific or unusual hazardous condition, existing or potential and the control measures required to protect against, control, mitigate, or where possible, avoid said hazard, and
 - c) have an emergency response plan / evacuation procedures.

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- 9.1.2 Where contractor personnel are working directly with or in proximity (time or space) to CPKC personnel, job safety briefings must include both CPKC personnel and contractor personnel, and any other affected third parties. The job safety briefing shall identify nature and extent of the interaction between the work being performed by contractor personnel, and those performed by CPKC personnel or other third parties. Contractor personnel shall inform CPKC personnel, and any other third parties of known or potential unsafe conditions and hazards that may be created by, resulting from, or inherent in their work and the corresponding preventative, mitigation, and / or control measures at all job briefings prior to commencing work, or as soon as contractor personnel becomes aware of such conditions.
- 9.1.3 In all situations, all contractor personnel are expected to:
- a) continually identify hazards and assess risk of hazards and to communicate all hazards continually and clearly to the Manager-in-Charge and to all other parties that may be affected at job safety briefings, and at any other time as and when appropriate or necessary.
 - b) take actions that are within their assigned responsibility to eliminate or control hazards and risks, and
 - c) immediately notify their supervisor or the Manager-in-Charge of hazards that pose unacceptable risk that they are unable to eliminate or control.
- 9.1.4 Where contractor personnel are unable to eliminate or control a hazard, contractor personnel shall take interim measures to protect people, property, equipment, and the environment until the hazard can be accurately assessed and appropriate corrective actions taken.

10.0 Applicable Legislation

10.1 General Requirements

- 10.1.1 Contractor and contractor personnel shall be solely responsible for identifying and complying with all applicable legislation. Contractor and contractor personnel shall comply with the federal legislations set out below which list is intended solely for general guidance, and not as a comprehensive list of all applicable legislation.
- 10.1.2 Additionally, the Association of American Railroads (AAR) is an industry association which can provide support and guidance on matters related to railroad safety and the transportation of hazardous materials.

10.2 Transportation of Hazardous Materials

- 10.2.1 When work involves the handling or transportation of hazardous materials (hazmat), that work must comply with Hazardous Materials Transportation Act and regulations administered by the Pipeline and Hazardous Materials Safety Administration (PHMSA).
- 10.2.2 Contractors shall be solely responsible for ensuring that all contractor personnel who handles, offers for transport and / or transports hazmat by any transportation mode are trained and hold a valid training certificate or is working under the direct supervision of someone who is trained and holds a valid training certificate. That training must be based on the work that the person is expected to perform and the hazmat that the person is expected to handle, offer for transport or transport.
- 10.2.3 All U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) regulations are published in Chapter I of title 49 of the Code of Federal Regulations (49 CFR).

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10.3 Railroad Work

- 10.3.1 When work involves the construction, alteration, operation, inspection, and maintenance of any part work of the general railroad system of transportation, that work must comply with the Federal Railroad Safety Act and regulations administered by the Federal Railroad Administration (FRA).
- 10.3.2 Contractors shall be solely responsible for ensuring that all contractor personnel who perform railroad work are trained and qualified in accordance with those regulations and hold valid certificates when required.
- 10.3.3 All FRA regulations are published in Chapter II of title 49 of the Code of Federal Regulations (49 CFR).

10.4 Occupational Safety & Health

- 10.4.1 Any work being performed that may create a risk to the health and safety of any person, including CPKC personnel and contractor personnel, when not covered by FRA regulations shall be governed by U.S. Department of Labor regulations administered by Occupational Safety and Health Administration (OSHA).
- 10.4.2 All OSHA regulations are published in Chapter XVII of title 29 of the Code of Federal Regulations (29 CFR).

10.5 Environmental Protection

- 10.5.1 Where work is being performed that may impact the environment, that work must comply with all applicable federal state, and local government legislation, regulations, and standards.
- 10.5.2 Federal legislation is generally administered by the Environmental Protection Agency (EPA). A compilation of these laws and regulations can be accessed at <http://www.epa.gov/lawsregs/>

11.0 Security Access to CPKC Property

- 11.1.1 All contractor personnel must have a valid eRailsafe photo identification card (when / where required) or personal identification (as per the list below) authorizing access and in their possession at all times while on CPKC property, and present them for review to any Manager-in-Charge, other CPKC managers and employees, police officer, security guard, or regulatory officer upon request:
 - Photo identification (e.g., driver's license); and
 - Proof of employment, document, or card; and
 - CPKC safety orientation certificate, or
 - Building access pass issued by CPKC, or third-party having control over CPKC premises, or
 - CPKC security photo ID card or badge, or
 - Other proof of safety orientation and access authorization issued by CPKC.
- 11.1.2 Where any work requires contractor personnel to ride in locomotive or other non-passenger railroad equipment, the contractor must also possess a CPKC Access Pass for riding non-passenger railroad equipment, signed by the responsible operating manager. Such a signed pass must be presented to the train crew or operator when boarding the equipment. Failure to possess such a pass will result in the equipment not moving, removal from the equipment, and / or the filing of trespasser charges.

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11.2 Security Awareness

- 11.2.1 Contractor shall conduct employee background checks as is necessary to ensure that contractor personnel do not pose a security risk to CPKC, such security risk includes the risk of the commission of terrorist activities, sabotage, vandalism, theft, and violence. CPKC reserves the right, at all times, to require that contractors undertake certain security training and / or performs background checks on contractor personnel, prior to allowing such contractor personnel to enter onto CPKC property.
- 11.2.2 On request CPKC can make available a copy of CPKC's Railway Security Awareness Program for use by contractor personnel.

11.3 Firearms & Explosives

- 11.3.1 Firearms (loaded or empty) are not permitted on CPKC Property, except for police officers and other designated government officials when authorized to do so.
- 11.3.2 No explosives will be permitted on CPKC Property without written approval by the Manager-in-Charge.

11.4 Reporting

Contractor personnel must report any security concern, security incident, criminal activity (known or suspected), suspicious happenings and / or suspicious persons on CPKC Property to the Manager-in-Charge or to CPKC Police Services in accordance with Section 20.

12.0 Personal Conduct

12.1 Drug and Alcohol Prohibition

CPKC recognizes the problem of alcohol and substance abuse in today's society. This problem poses concerns to an employer who is subject to governmental regulations and seeks to promote the safety of the general public. CPKC has a concern for the safety, health and well-being of its employees as well as an obligation to comply with the United States Department of Transportation (DOT) and Federal Railroad Administration (FRA) regulations. CPKC will comply with all statutes and regulations administered by the FRA in implementing the required 49 CFR §219 Drug and Alcohol Program. CPKC also expects employees of other railroads, visitors or contractors to comply with this regulation while on CPKC property, consistent with federal regulations. If subject to this regulation, contractor shall be solely responsible for compliance with the 49 CFR Part 219. Contractor shall provide CPKC with proof of its compliance prior to performing services for CPKC and continued proof of compliance must be provided to CPKC immediately upon request. This proof of compliance will include, but will not be limited to, a copy of the 49 CFR §219 Drug and Alcohol Program Plan and FRA Approval Letter and Continued Certification of Compliance and Statistical Reporting. Periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

If subject to other DOT modalities and regulations, such as the Federal Motor Carriers Safety Administration (FMCSA), compliance of that modality's drug and alcohol program guidelines will be required and periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

- 12.1.1 Entry onto CPKC Property when in possession of, or under the influence of alcohol, intoxicants, narcotics, or controlled substances is strictly prohibited. Controlled substances include all Schedule 1 drugs (such as marijuana and "medical marijuana") and synthetic / designer drugs and / or any intoxicants or products labeled "not intended for human consumption".
- 12.1.2 The sale, trade, and / or offer for sale alcohol or controlled substances are prohibited.

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- 12.1.3 Additionally, contractor personnel shall be free of any condition which may in any way adversely affect alertness, concentration, responsiveness, or the ability react calmly and responsibly to safety hazards.
- 12.1.4 CPKC reserves the right to request drug and / or alcohol tests for contractor personnel as and where required or permitted by law.

12.2 Inappropriate Behavior

- 12.2.1 CPKC is committed to maintaining a work environment that supports the dignity of all individuals. No person working at CPKC may be subjected to any form of discrimination or harassment, including sexual harassment.
- 12.2.2 Acts or threats of violence are always unacceptable on CPKC Property. Uttering of threats or committing acts of violence will result in the removal of the responsible contractor personnel from CPKC property, termination of the contract, and / or criminal charges.
- 12.2.3 Horseplay, practical jokes, fighting or any other activity that may create a safety hazard is not permitted.

12.3 Electronic Entertainment and Communication Devices

- 12.3.1 The use of personal entertainment devices, including portable audio and video devices such as compact DVD, CD, video game players, iPads / tablets, SMART watches, and MP3 players, is prohibited:
 - a) while working on CPKC property.
 - b) while transporting CPKC personnel, whether on and off CPKC property, and
 - c) while operating any CPKC highway vehicle, railroad equipment or mobile equipment, whether on and off CPKC property.
- 12.3.2 The use of electronic communication devices, including cell phones, walkie-talkies, PDAs, iPads, Tablets, GPS navigation units, portable computers, and similar devices, is prohibited:
 - a) while operating any highway vehicle unless it is stopped and parked in a safe location.
 - b) while transporting CPKC Personnel, whether on and off CPKC property.
 - c) while operating or assisting in the operation of any railroad equipment or mobile equipment.
 - d) while operating power tools, equipment, or machinery.
 - e) when Foul of Track for any reason.
 - f) wherever use is prohibited by signage or by a CPKC manager, or
 - g) whenever use of such a device creates an unsafe condition.
- 12.3.3 Notwithstanding the foregoing, company cell phones, radios, walkie-talkies, GPS units, iPads, tablets, and other communication devices may be used solely for the conduct of business when authorized by the CPKC Manager-in-Charge and where not prohibited by state or municipal legislation. Any electronic communication device may be used when it is necessary to communicate an emergency condition.

12.4 Smoking

- 12.4.1 Smoking, including the use of e-cigarettes is prohibited on all CPKC Property, and in or on all highway vehicles, Railroad Equipment, and Mobile Equipment, except for CPKC designated outdoor smoking areas.

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13.0 Personal Protection

13.1 Work Clothing

13.1.1 The Contractor must ensure that contractor personnel wear clothing that meets applicable legislation and is suitable to perform the work safely. This always includes at minimum ankle length pants and waist length shirts with a minimum quarter-length sleeves. Clothing must not interfere with vision, hearing or use of hands and feet.

13.2 Personal Protective Equipment (PPE)

13.2.1 The contractor shall ensure that contractor personnel wear personal protective equipment required by applicable legislation, regulations, codes and industry standards as necessary to protect against personal injuries while on railroad property. All personal protective equipment shall meet applicable legislation and American National Standards Institute (ANSI) standards and shall be in good condition and be properly fitted.

13.2.2 The following mandatory personal protective equipment ("PPE") shall be supplied by the contractor at its own expense, and shall be always worn by contractor personnel while on CPKC property:

- Safety hard hat, meeting ANSI Z89.1 standards, except in office buildings or in enclosed vehicles or equipment.
- Safety footwear with protective toe caps and puncture resistant soles, meeting ASTM F2413 standards.
- Safety glasses with permanently attached side shields meeting ANSI Z87.1 standards in office buildings or enclosed highway vehicles.
- Note- transition lenses are not permitted.
- High visibility fluorescent outerwear with retro reflective striping meeting ANSI / ISEA 107 Class 2 standards not covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used.
- Any other PPE as required by applicable legislation or referenced standard, or as otherwise required to protect contractor personnel from injuries.

| Type of Protection | Additional Recommendations |
|-------------------------|---|
| Hard Hats | Have hi-visibility characteristics which are not obscured by markings or decals. |
| Safety Eyewear | Tinted safety eyewear must meet military tinting standards for red signal recognition if operating railway equipment (safety eyewear meeting this requirement is available from Wurth / North / ORR Safety; ask for CPKC approved tinted safety eyewear). Polarized lenses are discouraged and should be worn with caution when required to view LCD / LED screens. Transition lenses are discouraged and should be worn with caution when working in changing light conditions. Personal sunglasses are discouraged and must not be worn when operating railway equipment. Wear mesh face shields over top safety glasses when using any striking tool while performing on track maintenance work (e.g., spiking, snapping on/off anchors, etc.). If working alongside CPKC employees, you will be required to comply with this practice. |
| Safety Footwear | Have defined heels. Laced fully to the top and tied securely for ankle support. When snow and ice conditions are present wear anti-slip winter footwear. |
| High Visibility Apparel | Lime-green is recommended when working on, or near tracks, or when performing work in proximity to CPKC personnel. |

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- 13.2.3 Contractor and contractor personnel shall be solely and fully responsible for assessing the risks related to the work and determining whether additional PPE may be required such as:
- a) Nomex or Proban fire-retardant protective gear when performing certain Transportation of Dangerous Goods (TDG) work and / or handling certain Hazardous Materials or performing specialized work.
 - b) Hearing protection when working in any area where noise exposure levels:
 - i) are consistently equal to or greater 85 dBA.
 - ii) exceed 115 dBA at any time.
 - iii) any other work areas where posted, or so notified by CPKC management.
 - c) Respiratory protection where contractor personnel may be exposed to occupational dusts / particulates, fumes, mists, gases and vapors, in which case, in which case contractors must have a written Respiratory Protection Program that meets or exceeds applicable legislation.
 - d) Additional eye and face protection meeting ANSI standard Z87.1 (i.e. face shields, impact / splash goggles, welding / cutting goggles and welding helmets).
 - e) Fall protection systems and equipment meeting appropriate ANSI Z359 standards as required by applicable legislation and as appropriate for the related fall hazards.
 - f) Fall protection when working on an unguarded surface over water, where the water is deeper than 4 feet (1.2 m), or where there is a hazard of drowning due to terrain, winter conditions, water velocity or current; contractors must use a fall protection system or a personal floatation device (PFD) meeting approved standards.

14.0 Railroad Track Protection

14.1 Contractor's Responsibilities for the Protection of Railroad Traffic and Property

- 14.1.1 Where the work site is in close proximity to, or is located on, above, or below railroad tracks, special attention, care and precautions shall be taken to ensure the safety of all contractor personnel, CPKC personnel, all other third parties and to protect CPKC's property and railroad operations.
- 14.1.2 Contractor shall ensure that contractor personnel are made aware of all unique and inherent hazards in working near, on, above or below railroad tracks and shall ensure that all contractor personnel are fully trained and equipped to work safely.
- 14.1.3 Contractors who perform inspection, maintenance or repair to railroad tracks or track structures must be trained in accordance with FRA On Track Safety Rules (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations).
- 14.1.4 Contractors will not be allowed to foul a track unless:
 - a) They have been properly advised of the On Track Safety awareness procedures.
 - b) A railroad employee who is qualified to provide protection is present at the work site, or
 - c) The contractor has personnel present who are specifically trained, qualified, and authorized to provide that protection.
- 14.1.5 All work shall be organized or executed in such a manner as to ensure no interference with the regularity and safety of railroad operations. No step or sequence of any work that might directly or indirectly affect the safe movement of railroad traffic shall be started without the approval of the Manager-in-Charge.
- 14.1.6 No temporary structure, materials, or equipment shall be permitted closer than 12 feet (3.7 m) to the nearest rail of any track without prior approval in writing of the Manager-in-Charge.

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Contractor personnel shall always remain alert to the movement of trains, rolling stock and other railroad equipment.

- 14.1.7 Contractor Personnel shall be especially alert in yards and terminal areas as
 - a) Railroad equipment that appears to be stationary may be moving.
 - b) Rate of movement of railroad equipment may be faster than it appears.
 - c) Railroad equipment change tracks often; and movements may be occurring simultaneously on adjacent tracks.
- 14.1.8 The Contractor shall always conduct its operations in a wholly responsible manner to avoid damage to the CPKC's tracks or property.

14.2 Clearance Requirements (50 feet / 15.2 m)

- 14.2.1 All work shall be performed as far away from railroad tracks as possible.
- 14.2.2 Unless authorized by CPKC, contractor personnel, equipment, and vehicles are not permitted to be within 50 feet (15.2 m) of the closest track centerline.
- 14.2.3 In the event work must be carried out within 50 feet (15.2 m) of the closest track written authorization must be obtained from the Manager-in-Charge, and contractor personnel must always remain at the maximum practicable distance from all railroad tracks.
- 14.2.4 When crossing tracks, contractor personnel shall ensure a minimum of 50 feet (15.2 m) separation between standing railroad equipment, stay at least 15 feet (4.6 m) away from the end of the nearest equipment, and look both ways before crossing tracks, and if clear, walk at a right angle to the tracks.
- 14.2.5 No work activities or processes are allowed within 50 feet (15.2 m) of the track while trains are passing through the work site unless specifically authorized.

14.3 Flagging Protection

- 14.3.1 When the work requires contractor personnel to be within 50 feet (15.2 m) of any railroad tracks, contractor or contractor personnel shall notify and obtain the written approval of the Manager-in-Charge in advance of the intended start date, and when approved, shall only perform work strictly in accordance with all terms and conditions of that approval.
- 14.3.2 Unless otherwise indicated by the Manager-in-Charge, proper protection against the movement of trains, rolling stock and other railroad equipment shall be deemed always required whenever work or contractor personnel must be within 50 feet (15.2 m) of the closet track. Protection may be provided only by a qualified CPKC employee through use of a flag person.
- 14.3.3 Where CPKC determines that flagging is required, then work must be strictly conducted under the direction of a CPKC flag person, or such other person designated by the Manager-in-Charge.
- 14.3.4 Contractor personnel shall ensure that there is always clear communication between contractor personnel and any CPKC flag person. Contractor personnel shall ensure that they are aware of:
 - (a) flagging distance limits.
 - (b) time limits, and
 - (c) any adjacent tracks where movement of railroad equipment may still occur.

CPKC Safety Requirements for Contractors - United States

- 14.3.5 Contractor Personnel shall not assume that a train movement is being stopped or cleared unless clear communication is received directly from the CPKC flag person.
- 14.3.6 A job briefing between the CPKC flag person, and all contractor personnel must occur before beginning any work on or foul of track.
- 14.3.7 Blue signal protection is used to indicate that CPKC or contractor personnel are working on, under or between railroad equipment and movement of trains or other railroad equipment is prohibited. Blue signals must not be tampered with or obstructed. Blue signals can only be removed by the person or group of persons who originally applied it. Application, use, and removal of blue signals, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.
- 14.3.8 Red flag protection is used to indicate that CPKC or contractor personnel are working on or foul of track, or the track is out of service and movement of trains or other railroad equipment is prohibited. Red flags must not be tampered with or obstructed. Application, use, and removal of red flags, when appropriate, may only be done under the authorization and guidance of the Manager-in- Charge.

14.4 Working on or near Tracks

- 14.4.1 When authorized to perform work foul of track or otherwise be near railroad tracks, contractor personnel shall ensure all contractor personnel, equipment, and vehicles are kept as far away from railroad tracks as practicable, and shall at all times:
 - (a) be alert to train movements and shall expect the movement of trains, engines, cars, or other mobile railroad equipment at any time, on any track, and in any direction, even if they appear to be stationary or in storage.
 - (b) not rely on others to protect them from train movement.
 - (c) stay at least 15 feet (4.6 m) away from the ends of railroad equipment when crossing the track.
 - (d) ensure a minimum of 50 feet (15.2 m) separation prior to crossing between railroad equipment.
 - (e) look both ways before crossing tracks, and if clear, walk at a right angle to them.
 - (f) never climb on, under or between railroad equipment.
 - (g) be aware of the location of structures or obstructions where track clearances are close.
 - (h) not stand on the track in front of an approaching engine, car, or other equipment.
 - (i) stand at least 20 feet (6.1 m) from the track(s) when there is a passing movement of trains, engines, cars, or other mobile railroad equipment, to prevent injury from flying debris or loose rigging and shall observe the train as it passes and be prepared to take evasive action in the event of an emergency.
 - (j) not stand on or between adjacent tracks in multiple track territory when a train is passing.
 - (k) not walk, stand or sit on the rails, between rails or on the end of ties, unless necessary. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railroad ties can also be slippery and that railroad ballast can shift while walking on top of it. Situational awareness and use of proper footwear is important.
 - (l) not remain in a vehicle that is within 50 feet (15.2 m) of a passing train unless specifically authorized, or where this is not possible.
 - (m) keep away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock. Personnel shall stay away from any other railroad devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

CPKC Safety Requirements for Contractors - United States

- (n) Third party work that has a potential to impact rail traffic must consider machine swing radius, vertical grade differences, overhead work, etc. to ensure it will not impact a passing train; work and equipment must maintain 50 feet (15.2 m) of a passing train.
- (o) When exiting on track machinery as trains are passing; exit on the opposite side.
 - i) use 3-point contact when getting on / off any vehicle, equipment, or track unit.
 - ii) face the vehicle or equipment / track unit when getting on / off.
 - iii) place handheld items onto equipment / track unit or seek help prior to getting on / off.
 - iv) get on / off on the operators' side when possible.

14.5 Equipment on or near tracks

- 14.5.1 Contractor personnel shall not be Foul of Track with any piece of equipment without a CPKC flag person or other authorized track protection.
- 14.5.2 Contractor personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CPKC flag person and only if the work site has been properly prepared for such a move. Tracked equipment will require a CPKC flag person any time railroad tracks are crossed.
- 14.5.3 Contractor personnel shall not move equipment across railroad bridges or through tunnels, except as expressly authorized and only under such conditions as stipulated by the Manager-in-Charge.
- 14.5.4 When there is passing rail traffic, contractor personnel shall move equipment away from the tracks at least 50 feet (15.2 m), or where not possible, park the equipment as far away from the tracks as possible, exit to the side away from the track where the movement is taking place, and walk to a safe a distance.
- 14.5.5 When there is passing rail traffic, buckets, shovels, and loads on cranes must be lowered to the ground to rest, and cranes without a load must have their load line tightened or retracted to prevent movement.

14.6 Railroad Signs, Signals, Flags, and other Communication Infrastructure

- 14.6.1 Signs, signals and flags shall not be obstructed, removed, relocated, disabled, or altered in any way without proper authorization and qualification.
- 14.6.2 Only qualified contractor personnel who are authorized by CPKC are permitted to operate switches, derails, electric track mechanisms, signal and communication systems or other track control appliances.
- 14.6.3 Railroad pole lines carry electric power and should be treated as any other power lines.
- 14.6.4 The contractor shall keep all contractor personnel informed of current weather conditions.
Personnel shall stay alert for possible high-water conditions, or flash floods. During severe weather conditions:
 - a) Personnel shall be prepared to take cover in the event of a tornado.
 - b) Personnel shall not work while lightning is occurring.
 - c) If storm conditions arise unexpectedly, contractor personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

CPKC Safety Requirements for Contractors - United States

Any Contractor personnel discovering a hazardous or potentially unsafe condition, which may affect the safe passage of railroad traffic, must advise CPKC immediately by calling:

- CPKC U.S. North (north of Kansas City) 1-800-716-9132
- CPKC U.S. South (Kansas City and south of) 1-877-527-9464

14.7 Excavation

- 14.7.1 Before starting excavation operations, the contractor shall ascertain that there are no underground wires, fiber optic cables, pipelines or other utilities which could be damaged or, if present, that such installations are properly protected. Fiber optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the contractor shall contact the proper authority CPKC and / or public utility to obtain the necessary permit and to locate and protect such cables or other underground utilities.
- 14.7.2 Excavations shall not be left unattended unless they are properly protected; and the Manager-in-Charge shall be notified.
- 14.7.3 Contractors must obtain and maintain utility locates in accordance with applicable law.

15.0 HAZCOM

15.1 General Requirements

- 15.1.1 If at any time contractor's work involves the use, handling, storage, or disposal of hazardous materials ("Handling of Hazardous Materials"), Contractor Personnel must inform the Manager-in-Charge.
- 15.1.2 Contractors shall ensure that all contractor personnel are fully trained in the handling of hazardous materials and that contractor and contractor personnel are in full compliance with all applicable legislation, and as directed by the Manager-in-Charge.
- 15.1.3 Contractor personnel shall have appropriate processes, systems and controls in place to prevent or otherwise mitigate potential environmental, health and safety risks associated with the handling of hazardous materials.

15.2 Access to Safety Data Sheets (SDS)

- 15.2.1 Prior to beginning any work that may expose CPKC personnel to hazardous materials, contractor or contractor personnel shall:
- a) provide a copy of the respective SDS to the Manager-in-Charge, and
 - b) keep a copy of the SDS at the work site and ensure that it is always readily available.

15.3 Hazardous Material Incident or Spill

- 15.3.1 In the event of a hazardous material incident or spill, the contractor must:
- (a) ensure that no contractor or CPKC personnel have or will be exposed
 - (b) take all reasonable actions to contain the spill
 - (c) respond in accordance with its emergency response plan, and
 - (d) notify CPKC immediately in accordance with Section 18 below.

16.0 Operation of Highway Vehicles

16.1 Highway Vehicles

CPKC Safety Requirements for Contractors - United States

161.1 The following requirements apply to all highway vehicles, when operated on CPKC property; or used to transport CPKC personnel.

16.2 Regulations and Inspection

16.2.1 Before using a highway vehicle, contractor personnel shall:

- (a) complete a pre-trip inspection.
- (b) maintain an inspection log.
- (c) ensure periodic inspections are completed at official testing locations as required.
- (d) ensure the vehicle is always maintained and in safe operating conditions, and
- (e) ensure the vehicle is in compliance with applicable motor vehicle regulations and license requirements.

16.2.2 Vehicle maintenance, inspection records and logs must be made available to the Manager-in-Charge on request.

16.3 Vehicle Operator Requirements

16.3.1 Operation of highway vehicles is restricted to those contractor personnel who are licensed, qualified and authorized to do so. Such contractor personnel shall be always responsible for the safety of all passengers. For greater certainty, such contractor personnel shall:

- (a) hold a valid license for the class of vehicle being operated, in accordance with applicable local, state, and federal requirements.
- (b) strictly comply with all posted traffic signs, signals, and all shall obey all applicable legislation,
- (c) maintain the required driver log, and make the log available to the Manager-in-Charge on request, and
- (d) comply with the requirements on the use of electronic devices as set out in Section 12 above.

16.4 Driving on CPKC Property

16.4.1 In addition to the requirements set out above, while on CPKC Property, contractor personnel shall:

- (a) travel only on designated roadways unless otherwise instructed.
- (b) keep daytime running lights on (if so equipped).
- (c) not exceed 15 mph (24.1 Km/h) unless otherwise posted.
- (d) come to a full stop at all blind corners, rail, and roadway crossings.
- (e) yield the right of way to all mobile equipment and other non-highway equipment or service vehicles.
- (f) not operate vehicles (or any internal combustion equipment) inside buildings or enclosed structures unless adequate ventilation is provided.
- (g) not park foul of track unless on-track protection is provided.
- (h) not leave vehicles running unnecessarily.
- (i) park only in pre-determined or designated areas.
- (j) always use the parking brake (or wheel chocks) when leaving an unoccupied vehicle running.

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- (k) prior to operation of a vehicle the driver must conduct a walk around of the vehicle to identify any obstacles, clearance restrictions, or adjacent vehicles that may interfere with executing a safe movement.
- (l) where safe and practicable, pull vehicles through or back into marked parking spaces to avoid reverse collisions when exiting.
- (m) If a passenger is present, he exit the vehicle prior to a reverse movement to provide guidance and direction to the driver during the reverse movement and applies to commercial vehicles and vehicles with restricted rear views.

16.4.2 All contractor personnel who will be operating a highway vehicle or mobile equipment in any CPKC intermodal facilities must complete a driver safety orientation program prior to first entry, and from time to time thereafter as directed by the Manager-in-Charge.

16.5 Seat Belts

16.5.1 Seat belts must always be worn while operating or riding in any equipped vehicle unless contractor personnel is actively engaged in inspections requiring said contractor personnel to be free of such restraint, and then only when the vehicle is operating at less than 15 mph (24.1 Km/h).

16.6 Loads

16.6.1 Contractor personnel shall ensure vehicles are loaded according to weight and dimensional requirements as authorized by state regulations and permits, and properly load and secure tools, material, equipment and freight to avoid shifting, falling, leaking or otherwise escaping from vehicles during operation.

16.7 Riding in CPKC Vehicles

16.7.1 Contractor personnel are prohibited from operating or riding in any CPKC vehicles unless authorized to do so, or in case of emergency.

17.0 Tools, Equipment and Machinery

17.1 General Safety Requirements Respecting All Tools, Equipment and Machinery

- 17.1.1 Contractor personnel shall ensure that all tools, equipment, and machinery used be:
- (a) in compliance with all applicable legislation.
 - (b) in good working order, properly serviced and maintained.
 - (c) safe for their proposed use and used only for purposes specified by the manufacturer.
 - (d) operated and maintained only by persons properly trained and qualified for that duty.
 - (e) seat belts (if present on equipment) must be worn while operating or riding any such equipped mobile equipment.
 - (f) if mobile, equipped with appropriate safety devices (e.g., lights, horns, back-up alarms, safety beacons), and
 - (g) be prevented from moving, through use of the hand brake, wheel blocking, wheel chocking and / or a derail, where applicable.
- 17.1.2 The contractor shall provide adequate lighting when performing work between sunset and sunrise.
- 17.1.3 Use of CPKC tools, equipment and machinery by contractor personnel is prohibited unless specifically authorized by local CPKC management.

CPKC Safety Requirements for Contractors - United States

17.2 Hazardous Energy Control- Lockout

- 17.2.1 Contractor personnel shall employ lockout / tagout procedures as required to eliminate the accidental or unexpected start-up, energizing, or release of stored (residual) energy during maintenance, repair and/or servicing activities.
- 17.2.2 All tools, equipment and machinery must be made safe and isolated from all energy sources rendering the machine, equipment, or process inoperative prior to performing maintenance, repair or servicing related tasks.
- 17.2.3 No contractor personnel can remove any CPKC applied lock or tag, including bad-order tag.
- 17.2.4 Notwithstanding the foregoing, if contractor's work may create an energy hazard to any CPKC Personnel, then all affected parties must follow the requirements set forth in CPKC's Lockout – Hazardous Energy Control Policy and Code of Practice.
- 17.2.5 If CPKC personnel and contractors are jointly performing maintenance, repair or servicing activities on the same machine, equipment or using the same energy source, then a multi-lock hasp must be applied with individual locks and tags affixed (as per CPKC's Lockout – Hazardous Energy Control Policy and Code of Practice).

17.3 Electrical Safety Requirements

- 17.3.1 In addition to the hazardous energy control lockout requirements above, all electrical work must comply with applicable legislation, National Electrical Code (NEC), and National Fire Protection Association (NFPA) requirements.
- 17.3.2 Contractor personnel working on electrical systems must:
 - (a) if in proximity to CPKC Personnel, inform them of:
 - (i) existing or potential electrical hazards,
 - (ii) any specific additional personal protective equipment that may be required,
 - (iii) applicable safe work practices,
 - (iv) applicable emergency and evacuation procedures, and
 - (v) apply lock out procedures as per section above on Hazardous Energy Control- Lockout.
 - (b) have practices, procedures and training that comply with:
 - (i) Applicable sections of the NEC and NFPA electrical safety standards.
 - (ii) Any other applicable legislation.
 - (c) not operate or allow cranes or other mobile equipment to approach closer to any live electrical power line than is permitted by OSHA regulations (29 CFR 1910.333).

17.4 Lifting Devices

- 17.4.1 All lifting devices, including but not limited to jacks, cranes, cables, slings, chains, and hooks shall:
 - (a) meet applicable legislation governing design, inspection, maintenance, and operation.
 - (b) be safety certified and labeled or tagged with load capacity limits where required.
 - (c) have sufficient capacity for the planned lift.
 - (d) have sufficient footing or support area to properly distribute the load during a lift.

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17.5 Welding and Torch Cutting

17.5.1 When welding or torch cutting, contractor personnel shall:

- (a) be properly trained and qualified.
- (b) ensure that all closed containers have been properly purged.
- (c) direct flame or sparks away from other workers, equipment and flammable material.
- (d) have a fire extinguisher readily available.
- (e) keep compressed gas and oxygen cylinders stored in a secure, vertical position, with regulators removed and caps applied, labeled properly, and located in vented cabinets or other designated locations.

17.6 Explosive Actuated Tools

17.6.1 Only contractor personnel who are qualified and licensed in accordance with applicable legislation, and authorized by CPKC, may use explosives or explosive actuated tools.

17.7 Unattended Equipment or Machinery

17.7.1 Tools, equipment and machinery shall not be left unattended at any time and shall not be stored on CPKC property, unless expressly permitted pursuant to a written agreement with CPKC or by the Manager-in-Charge in writing, and where so permitted, contractor shall ensure that:

- (a) storage shall be restricted to the designated area, or as otherwise specified by CPKC.
- (b) all such tools, equipment and machinery shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines.
- (c) as much as possible, tools, equipment and machinery shall be stored in locations out of public view.
- (d) Machines must be secured in accordance with on-track machinery rules.

CPKC Safety Requirements for Contractors - United States

18.0 Emergency Response

18.1 Emergency Response Plan

18.1.1 The contractor must maintain a current emergency response plan and make it available to CPKC on request. Emergency response plans must include at a minimum:

- (a) contractor reporting procedures in the event of an incident or spill.
- (b) emergency response contacts and phone numbers, including phone numbers for CPKC incident reporting and local CPKC managers (See Attachment A), and
- (c) containment measures to be taken in the event of an incident or spill.

18.2 Initial Response

18.2.1 Initial response to any emergency condition must follow the following sequence:

- (a) Protect the safety and security of all individuals and communities.
- (b) Provide environmental protection and mitigation.
- (c) Conduct incident investigation and evidence preservation.
- (d) Restore railroad operations.

18.3 First Aid

18.3.1 Contractor personnel must have sufficient First Aid qualified personnel and the required first aid kit and any other required first aid equipment at the work site, suitable for the crew size, nature of work being performed and location, all of which shall, at a minimum, comply with OSHA regulations (29 CFR 1910.266).

18.4 Fire Protection

18.4.1 The contractor must have appropriate fire extinguishers suitable (i.e., type, size and quantity) for nature of the work being done, in compliance with applicable legislation, and be always readily available on:

- (a) the work site, and
- (b) all contractor equipment, machinery, and highway vehicles.

18.4.2 Contractor personnel shall ensure that all necessary precautions are taken to prevent fires, including the following:

- (a) storing flammable material (e.g., paper, rubbish, sawdust, oily or greasy rags, etc.) in proper containers,
- (b) storing and transporting fuel, gasoline, or other flammable liquids in approved containers. Use of unapproved containers is prohibited,
- (c) proper disposal of flammable material daily,
- (d) preventing static electricity when dispensing or transferring flammable liquids by using proper grounding and bonding techniques,
- (e) avoid using cutting or welding torches during the last one-half hour of shifts, if possible.
- (f) taking special precautions with fusees, including:
 - (i) store and transport in approved containers.
 - (ii) do not allow fusees to come in contact with any combustible material, including railroad ties or wooden timbers, and

CPKC Safety Requirements for Contractors - United States

- (iii) fully extinguish fusees before leaving the location where used.
 - (g) promptly advise CPKC management of any fire on CPKC property, and
 - (h) fully extinguish or provide protection for any fire prior to leaving the work site.
- 18.4.3 Contractors working on the CPKC right-of-way where a high risk of fire exists (e.g., during rail grinding, rail welding) must have:
- (a) appropriate fire prevention and suppression plans (including emergency numbers for CPKC, local firefighters and fire control districts), and
 - (b) additional firefighting equipment and trained contractor Personnel on site, as required by applicable legislation or the Manager-in-Charge.

19.0 Confined Space

19.1 Confined Space

- 19.1.1 Qualified and authorized contractor personnel must follow all required confined space entry procedures in accordance with applicable legislation and standards prior to entering into a confined space.
- 19.1.2 Rescue procedures and equipment must readily available when required to enter a confined space.

20.0 Reportable Accidents, Incidents, and Injuries

20.1 Reportable Injuries

- 20.1.1 Reportable injuries include any personal injury to:
 - (a) Contractor personnel.
 - (b) any CPKC personnel, or
 - (c) to any third party on CPK property.

20.2 Reportable Accidents

- 20.2.1 Reportable accidents include any occurrence that results in:
 - (a) damage to railroad tracks, right of way, buildings or other CPKC property,
 - (b) damage to railroad equipment,
 - (c) damage to CPKC highway vehicles,
 - (d) release of hazardous material,
 - (e) spill or loss of transported commodities, and
 - (f) any threat to the environment.

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20.3 Reportable Incidents

20.3.1 Reportable incidents include:

- (a) unintended movement of railroad equipment.
- (b) failure to provide track protection for workers when required.
- (c) movement of railroad equipment beyond authorized limits.
- (d) operation of railroad equipment by an unqualified person.
- (e) unauthorized handling of a track switch.
- (f) damage, vandalism or tampering with any railroad signals, structures or railroad safety device.
- (g) seepage, leakage, spills of, or other contamination from, hazardous materials.
- (h) actual, threaten or suspected security related incidents.
- (i) slides, washouts, or other on-track obstructions, or
- (j) any occurrence that may disrupt the movement of trains or affect safe rail operations.

21.0 Reporting

21.1 Emergency Reporting

21.1.1 In the case of an emergency, contractor personnel must call:

- (a) 911, where this emergency response system exists, or
- (b) the local police, fire or emergency department in all cases, and
- (c) CPKC Police Services Communication Center- 1-800-716-9132.

21.2 Accident, Incident, Injury Reporting

21.2.1 When an accident, incident or injury occurs on CPKC Property, the contractor must:

- (a) immediately report it to the
 - (i) CPKC U.S. North (north of Kansas City) 1-800-716-9132 or CPKC U.S. South (Kansas City and south of) 1-877-527-9464
 - (ii) CPKC Manager-in-Charge
- (b) follow all instructions given to protect the scene.

21.2.2 CPKC is obligated to report contractor personnel injuries occurring on CPKC property to the Federal Railroad Administration (FRA). Any state or required regulatory reporting remains the contractor's responsibility.

21.3 Information to Report

21.3.1 Information required with the initial report includes:

- (a) type of incident.
- (b) date and time of occurrence.
- (c) location (mileage, subdivision, building, yard, or other physical description).
- (d) identity of person(s) involved or injured (company & name).
- (e) description of any hazardous materials involved.
- (f) type & unit number of any railroad equipment or vehicle involved.

CPKC Safety Requirements for Contractors - United States

- (g) description of occurrence, damage and/or injury, and cause if known.
- (h) description of any emergency response.
- (i) name and contact information of person making the report, and
- (j) any such other information that CPKC may require.

21.4 Environmental Incidents and Spills

21.4.1 In the event of an environmental incident or spill that could have a negative impact on the environment, the contractor must immediately:

- (a) Report the incident to the Operations Center, the Manager-in-Charge, and the designated CPKC Contact as per the governing agreement relating to the work.
- (b) take all reasonable actions to contain the spill.
- (c) respond in accordance with its emergency response plan, and
- (d) provide CPKC with the following information:
 - (i) description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers).
 - (ii) type and quantity of substance released.
 - (iii) cause of spill or deposit, if known, and
 - (iv) details of any immediate action taken, or action proposed to be taken to contain spill and recover substance.

21.5 Additional Contractor Requirements

21.5.1 Contractor and Contractor Personnel must:

- (a) ensure an appropriate emergency response is initiated.
- (b) protect any evidence until released by the CPKC Manager-in-Charge.
- (c) cooperate fully with any CPKC investigation.
- (d) cooperate fully with any investigating government agency, and
- (e) notify CPKC if information is requested by any investigating government agency.

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22.0 Contractor & Contractor Personnel Acknowledgement

Acknowledgement

- 20.1.1 Contractor and Contractor Personnel who Work on CPKC Property shall be deemed to have read and understood the content of these CPKC Safety Requirements for Contractors - United States, as amended from time to time, and to agree to be bound by them.
- 20.1.2 These CPKC Safety Requirements for Contractors - United States are subject to change without prior notice.

CPKC Safety Requirements for Contractors - United States



***Home Safe is a commitment to be vigilant about personal safety and
the safety of co-workers.***

CPKC Safety Requirements for Contractors - United States

21.0 Attachment A – Emergency Information Sheet

| Emergency Contact Information: | | |
|---|----------------|------------------|
| Emergency Contacts: | Phone: | Location: |
| CPKC U.S. North (North of Kansas City): | 1-800-716-9231 | |
| CPKC Public Safety Communication Centre (PSCC) | | |
| CPKC U.S. South (Kansas City and south of) | 1-877-527-9464 | |
| CPKC U.S. North Railroad Dispatcher Radio Channel: | | |
| CPKC U.S. South Railroad Dispatcher Radio Channel: | | |
| Manager-in-Charge (MIC): | | |
| Local Emergency Services (EMS): | | |
| Local Police Services: | | |
| Local Fire Services: | | |
| Hospital: | | |
| Physician: | | |
| Aircraft service, (if applicable): | | |
| Watercraft service, (if applicable): | | |
| Other Emergency Services: | | |
| Emergency Evacuation Route: (Describe nearest evacuation assembly location or provide sketch on back) | | |
| | | |

CPKC Safety Requirements for Contractors - United States

22.0 Attachment B – Work Site Information Sheet

| Work Site Information: | Details: |
|--|-----------------|
| Worksite Location Name: | |
| Worksite Location Address: | |
| Railroad Subdivision Name and Mileage: | |
| Nearest Town: | |
| Manager-in-Charge: (Name / Phone Number) | |
| Contractor Supervisor: (Name / Phone Number) | |
| Worksite Phone Number: | |
| Certified First Aid Attendant(s): (Name(s) / Phone Number(s)) | |
| Location of First Aid Kit(s): | |
| Location of AED (if onsite): | |
| Location of Fire Extinguishing Equipment: | |
| Location of Safety Data Sheets (SDSs): | |

CK - FLAGGING REQUEST FORM

CANADIAN PACIFIC FLAGMAN REQUEST FORM

(All blanks below must be completely filled in before any flagman request will be processed)

Work Authorization

Right of Entry/Formal Agreement/Utility Permit No.: _____ Executed Date: _____

You must have an agreement with CP such as a Right of Entry or Utility Permit in addition to flagging before you may enter CP property

Prior to excavation on CP property or ROW you must contact the following CP CBYD number to (866) 291-0741 and the State-One call number

Project Information

Submit a detailed map of the location where protection is being requested.

Street Location/Intersection: _____ City/State: _____

Railroad Subdivision & Milepost: _____ GPS Lat/Long: _____ DOT Crossing # _____

Description of work, including type of equipment (Continued on page 2): _____

Location for flagman to report: (Address): _____

Name of Site Contact: _____ Site Contact Phone: () _____ - _____ 24/7 Emergency Contact: () _____ - _____

Requested Dates/Times

Minimum 15 business days advance notice required.

Dates requested are subject to flagman availability Total Days of Flagging Needed to Complete Project: _____

Preferred Dates for Flagging Protection: _____ to _____ or _____ to _____

Anticipated Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____

Flagmen start and end time may vary based on type of protection required

IMPORTANT: Amount of time to be clear of track (15' FROM TRACK) upon request: (Minutes) _____

NO TRACK OUTAGES ALLOWED

ROE/License/Utility Agreement fees MUST be received before Flagman Protection will be provided.

There is an 8 hours of flagging minimum per day. Please note that flagging charges are approximately \$1200.00 per day for an 8 hour day. Invoices will be sent after the project is completed. Checks should be made payable to the railroad D/B/A listed on your Right of Entry/Permit/License or Formal Agreement.

Overtime will need to be authorized. Additional overtime hours will be paid at the appropriate rate. Weekends and Holidays will be billed at the overtime rate. Normal flagman hours are currently from 8:00 am to 4:00 pm.

Prior to ANY excavation on CP property or ROW you must contact the following CP CBYD number to (866)291-0741 and the State-One call number to ensure that all underground facilities are located. Prior to flagging contractor must provide State One Call Ticket Number and CP Call Before You Dig Ticket Number.

Billing Information

All blanks spaces must be filled out

Company Name: _____ Contact Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____

THIS COMPLETED FORM MUST BE EMAILED WITH A MAP, AND COI TO: **Charles.Kretchman@cpkcr.com**
PAYMENT CHECK(S) must be mailed to Charles Kretchman - 120 South 6th St, Suite 700, Minneapolis, MN, 55402

I agree to pay for flagging services as requested: _____

(Signature)

CANADIAN PACIFIC FLAGMAN REQUEST FORM

(Page 2 of 2)

Prior to any project being started, Canadian Pacific requires a "Flagman Request Form" to be completed and submitted. You must have an agreement with a CP railroad, such as but not limited to a Right of Entry, Utility Permit, License, Easement, or Formal Agreement in addition to any necessary flagging before you may enter CP property. All Right of Entry, Permit, License, or Utility Agreement fees MUST be received before Flagman Protection will be provided.

All Utilities or Third-Party Contractor's must follow the policies laid out in "Canadian Pacific's Minimum Safety Requirements for Contractors Working on CP Property in the United States." Please refer to the attachments of your ROE, Permit, or formal agreement for that document.

In Case of Emergency on or near CP property, please contact 1-800-716-9132.

Utility and Gas Line Locates on CP Property

A Utility locate on CP may be required prior to the start of any work based on disturbance of soil on CP property. The purpose of Utility locates is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railroad operation. The Utility locate will be performed by a qualified CP Signal & Communications employee. A CP CBYD ticket number will last 14 days.

Prior to excavation on CP property or ROW you must contact the following CP CBYD number (866) 291-0741 and the appropriate State-One call number to ensure that all underground facilities are located and marked.

Work Description (Continued from Page 1)

Please provide a detailed description of work you are seeking to perform. Also, please submit a detailed map of the location where protection is being requested: _____

General Information

Outside contractors are prohibited from driving on, along, or across any track that does not have a CP installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CP Engineering Department.

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any facility, under, over, on, or near railroad property at any United State CP location without giving notice to the CP Public Works Department at the railroad's office located at Minneapolis, MN.

A qualified CP flagman is required any time any work is performed; under or across any railroad track, regardless of whether a contractors work involves a physical presence on the surface of the railroad property; on the surface of the railroad property within fifty (50) feet horizontally of the centerline of any CP railroad track; or on, near, or over railroad property if the work may potentially encroach (intentionally or unintentionally) within fifty (50) feet from the centerline of any CP railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to SWING, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, CP reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad's operations, property, and safety of any person.

Best Regards,

Charles Kretchman
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120 South 6th St, Ste 700
Minneapolis, MN 554026
612-247-0706
Charles.Kretchman@cpkcr.com

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.