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### Letting January 16, 2026

## Notice to Bidders, Specifications and Proposal



Contract No. 61L90 COOK County Section 25-00121-00-RS (Forest Park) Route FAU 1462 (Jackson Boulevard) Project ELK2-266 () District 1 Construction Funds

Prepared by

# Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. January 16, 2026 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. 61L90 COOK County Section 25-00121-00-RS (Forest Park) Project ELK2-266 () Route FAU 1462 (Jackson Boulevard) District 1 Construction Funds

Resurfacing on Jackson Boulevard from Des Plaines Avenue to Harlem Avenue in Forest Park.

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

By Order of the Illinois Department of Transportation

Gia Biagi, Secretary

#### CONTRACT 61L90

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2026

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-26)

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#### **BDE SPECIAL PROVISIONS**

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

<u>F</u>	ile Name	Pg.		Special Provision Title	<b>Effective</b>	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274			Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192			Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
	80173	155	$\boxtimes$	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426			Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80475			Bridge Deck Concrete Overlays	Jan. 1, 2026	
	80241			Bridge Demolition Debris	July 1, 2009	
	50531			Building Removal	Sept. 1, 1990	Aug. 1, 2022
	50261			Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
*	80460	157	$\boxtimes$	Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	Jan. 1, 2026
	80384	174	$\boxtimes$	Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198			Completion Date (via calendar days)	April 1, 2008	
	80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461			Concrete Barrier	Jan. 1, 2025	
	80453			Concrete Sealer	Nov. 1, 2023	
	80261	178	$\boxtimes$	Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80476			Deck Slab Repair	Jan. 1, 2026	
	80029			Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	80467			Erosion Control Blanket	Aug. 1, 2025	
	80229			Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452		Ш	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80433		Ш	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80471		Ш	Guardrail	Nov. 1, 2025	
	80472		Ш	High Friction Surface Treatment	Nov. 1, 2025	
*	80456		Щ	Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2026
	80446		$\sqcup$	Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438		Щ	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
*	80477		$\square$	Longitudinal Tining	Jan. 1, 2026	
	80450		Н	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	Aug. 1, 2025
*	80478	100	Ц	Modified Longitudinal Construction Joint	Jan. 1, 2026	
	80464	180	$\boxtimes$	Pavement Marking	April 1, 2025	Nov. 1, 2025
	80468	404	Ц	Pavement Patching	Aug. 1, 2025	
	80441	181		Performance Graded Asphalt Binder	Jan 1, 2023	
	80459		님	Preformed Plastic Pavement Marking	June 2, 2024	I 4 0000
	34261		H	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80473	100	$\mathbb{H}$	Raised Reflective Pavement Markers	Nov. 1, 2025	A == :: 1 4 0004
	80455	186		Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80474 80445		H	Residential Driveway Temporary Signal	Nov. 1, 2025	
		100	$\Box$	Seeding Short Torm and Tomporary Payament Markings	Nov. 1, 2022	April 2 2024
*	80457 80462	188 192		Short Term and Temporary Pavement Markings Sign Panels and Appurtenances	April 1, 2024 Jan. 1, 2025	April 2, 2024 Jan. 1, 2026
*		192	$\forall$	Sinusoidal Rumble Strips	Jan. 1, 2025 Jan. 1, 2026	Jan. 1, 2020
	80479 80469		H	Slope Wall	Aug. 1, 2025	
*	80448	194		Source of Supply and Quality Requirements	Jan. 2, 2023	Jan. 1, 2026
	80340	134		Speed Display Trailer	April 2, 2014	Jan. 1, 2020
	80127		H	Steel Cost Adjustment	April 2, 2014 April 2, 2004	Nov. 1, 2025
*	80480		H	Structural Repair of Concrete	Jan. 1, 2026	1404. 1, 2023
	80397	196		Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	197		Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80463	198		Submission of Bidders List Information	Jan. 2, 2025	Mar. 2, 2025
	80437	199		Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	55 <del>4</del> 67	.00		Submission of Fugion (Coords	, pin 1, 2021	1101. 2, 2020

F	ile Name	Pg.	Special Provision Title	<b>Effective</b>	Revised
	80435		Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	201	Surveying Services	April 1, 2025	
*	80481		☐ Temporary Concrete Barrier	Jan. 1, 2026	
	80466		☐ Temporary Rumble Strips	April 1, 2025	
	80470		☐ Traffic Signal Backplate	Aug. 1, 2025	
	20338	202		Oct. 15, 1975	Sept. 2, 2021
	80429		☐ Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	205	∀ehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458		□ Waterproofing Membrane System	Aug. 1, 2024	
	80302			June 2, 2012	Jan. 2, 2025
	80454		☐ Wood Sign Support	Nov. 1, 2023	
*	80427	206		Mar. 2, 2020	Jan. 1, 2026
	80071	209		Jan. 1, 2002	

## STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions", indicated on the Check Sheet included herein; all of which apply to and govern the construction of Jackson Blvd. Watermain and STP Resurfacing project, Section No. 25-00121-00-RS, Contract No. 61L90, in the Village of Forest Park, Cook County.

Route: (FAU 1462) Jackson Blvd. Project Number: ELK2(266)

Job: C-91-193-25 Contract No: 61L90

These special provisions included herein apply to and govern the proposed improvement designated and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

#### **LOCATION OF PROJECT**

This project is located on Jackson Blvd. (FAU 1462) from FAU 5-2759 (Des Plaines Ave.) to PAS 0348 (IL-43 [Harlem Ave.]). The gross length and net length are 2,622.4520 feet (0.50 MI). The project is located within the Village of Forest Park, Cook County.

#### **PROJECT DESCRIPTION**

Scope consists of 2" milling of existing hot-mix asphalt and replacing with 1.5" of HMA Surface Course and 0.75" of Polymerized HMA Binder Course, Class and D Patches, curb and gutter removal and replacement (as necessary), sidewalk removal and replacement (as necessary), detectable warnings (ADA accessibility), delineator installation, structure adjustments, pavement striping, pavement imprinted crosswalks, detector loop replacement (as necessary), watermain and sewer replacement (to be paid for with 100% local funds), restoration and all other incidental and collateral work necessary to complete the project as shown on the plans and described herein. All saw-cutting shall be included in removal items and shall be performed prior to beginning removal.

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

Effective: June 1, 2016 Revised: April 1, 2025

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

#### **UTILITIES TO BE ADJUSTED**

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

#### Stage 1

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Sta. 16+91, 3'R	20' 1x1 Conduit	Conflict WM Potholing recommended, tie up may be needed	ComEd	1 WD
Sta. 18+78, 22'R	20' 3x3 Conduit	Conflict Storm Sewer Potholing recommended, tie up may be needed. There is fiber	ComEd	1 WD
Sta. 25+22, 24'R	20' 3x2 Conduit	Conflict WM Potholing recommended, tie up may be needed. There is fiber	ComEd	1 WD

Sta. 25+98, 27'R	20' 3x2 Conduit	Conflict WM Potholing recommended, tie up may be needed. There is fiber	ComEd	1 WD
Sta. 27+87, 27'R	20' 3x2 Conduit	Conflict WM Potholing recommended, tie up may be needed. There is fiber	ComEd	1 WD
Sta. 31+87, 28'R	20' 3x3 Conduit	Conflict WM Potholing recommended, tie up may be needed. There is fiber	ComEd	1 WD
Sta. 38+14, 27'R	20' 3x2 Conduit	Conflict Storm Sewer. Potholing recommended, tie up may be needed. There is fiber	ComEd	1 WD

#### Stage 1: 7 Days Total Installation

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
ComEd – Electronic Plan Submittal	Lisa Argast	(630) 576- 7094	PlanSubmittalsandMapRequests@exeloncorp.com Lisa.argast@comed.com

#### **UTILITIES TO BE WATCHED AND PROTECTED**

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

#### **Pre-Stage**

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	OWNER
Sta. 15+12, 8'L	10' of 2" STL	2"W'74	Nicor Gas
Sta. 18+35, 3'L	20' of 2" PE	2" PE 2012	Nicor Gas
Sta. 22+11, 3'L	10' of 2" PE	2" PE 2005	Nicor Gas
Sta. 25+47, 6'R	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 28+79, 12'R	20' of 2" PE	2" PE 2012	Nicor Gas
Sta. 32+45, 4'L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 32+46, 12'R	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 33+40, 24' L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 34+92, 23' L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 36+26, 32'L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 36+32, 33'L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 36+42, 12'R	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 36+74, 26'L	10' of 2" PE	2" PE 2006	Nicor Gas
Sta. 37+10, 25'L	10' of 2" STL	2" W '98	Nicor Gas
Sta. 37+54, 25'L	10' of 2" STL	2" W '98	Nicor Gas
Sta. 37+74, 25'L	10' of 2" STL	2" W '98	Nicor Gas
Sta. 38+6, 3'L	10' of 2" STL	2" W '98	Nicor Gas

#### Stage 1

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	OWNER
Sta. 15+12, 8'L	10' of 2" STL	2"W'74	Nicor Gas
Sta. 18+35, 3'L	20' of 2" PE	2" PE 2012	Nicor Gas

Sta. 22+11, 3'L	10' of 2" PE	2" PE 2005	Nicor Gas
Sta. 25+47, 6'R	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 28+79, 12'R	20' of 2" PE	2" PE 2012	Nicor Gas
Sta. 32+45, 4'L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 32+46, 12'R	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 33+40, 24' L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 34+92, 23' L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 36+26, 32'L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 36+32, 33'L	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 36+42, 12'R	10' of 2" PE	2" PE 2012	Nicor Gas
Sta. 36+74, 26'L	10' of 2" PE	2" PE 2006	Nicor Gas
Sta. 37+10, 25'L	10' of 2" STL	2" W '98	Nicor Gas
Sta. 37+54, 25'L	10' of 2" STL	2" W '98	Nicor Gas
Sta. 37+74, 25'L	10' of 2" STL	2" W '98	Nicor Gas
Sta. 38+6, 3'L	10' of 2" STL	2" W '98	Nicor Gas

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

Agency/Company Responsible to	Name of contact	Phone	E-mail address
Resolve Conflict			
AT&T (Distribution)	Jamel	(630) 573-5450	g11629@att.com
	McGinnis		
Comcast	Martha Gieras	(224) 229-5862	Martha gieras@cable.comcast.com
ComEd – Electronic	Lisa Argast	(630) 576-7094	<u>PlanSubmittalsandMapRequests@e</u>
Plan Submittal			xeloncorp.com
			<u>Lisa.argast@comed.com</u>
Nicor Gas	Parrott,	(630) 388-3319	gasmaps@southernco.com
	Charles "Chip"		
Zayo	John Ferraresi	(312) 216-0450	John.ferraresi@zayo.com

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project

when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

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

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor, and the utility companies when necessary.

The contractor is responsible for contacting JULIE (or DIGGER within the City of Chicago) prior to any excavation work. Please note that IDOT electrical facilities are not part of the one-call locating services, such as JULIE or DIGGER.

If the contract requires the services of an electrical contractor, it is the contractor's responsibility, at their own expense, to locate existing IDOT electrical facilities before commencing work. For contracts that do not require an electrical contractor, the contractor may request one free locate of IDOT electrical facilities by contacting the Department's Electrical Maintenance Contractor. Additional locate requests will be at the contractor's expense.

The Department's Electrical Maintenance Contractor must be notified at least 72 hours in advance of the work by calling 773-287-7600 or emailing <a href="mailto:dispatch@meade100.com">dispatch@meade100.com</a> to arrange for the locating of underground electrical facilities.

Please note, the marking of underground facilities does not absolve the contractor of their responsibility to repair or replace any facilities damaged during construction at their expense.

#### PRIVATE LEAD SERVICE REPLACEMENT CONTRACTOR COORDINATION

The General Contractor shall coordinate all private lead service line replacements with the designated Lead Service Replacement Contractor, who will perform the work under a separate contract. Coordination shall include scheduling of work, site access arrangements, property-owner notifications, staging of materials, and handling and disposal of lead-bearing piping in accordance with all applicable local, state, and federal requirements.

All labor, meetings, documentation, equipment, and incidental expenses necessary to facilitate this coordination, including liaison with the Lead Service Replacement Contractor and any testing or inspection required to verify successful replacement, shall be considered part of the General Contractor's contract price. No additional payment will be made for coordination activities.

#### PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE

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

Prior to start of any work, the Contractor shall inspect all tree branches that overhang into the roadway. Any branches that will be in conflict with construction equipment shall be reported to the Engineer. The Engineer will make the final decision on trees requiring tree pruning.

Pruning will be done on tree branches that overhang into the roadway and will be in conflict with construction equipment along roadsides. All pruning shall be done according to the current ANSI A300 (Part 1) — Pruning standard. Plant material shall be pruned to provide a minimum vertical clearance of 14 ft from the finished surface of the roadbed and shoulders. Pruning for sight distance and other safety purposes shall be as directed by the Engineer. Branches on existing trees to remain that need to be removed for safety and equipment clearance shall be pruned prior to the resurfacing operation.

Breaking off branches of plant material to remain during construction operations will not be allowed. Pruning shall be done in the presence of the Engineer and in such a manner as to preserve the natural growth habit of each tree.

If a dead and/or hazardous limb is found to be at a higher elevation than the pruning clearance requirement, the Contractor shall prune the limb and will not be paid separately.

Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.

**Method of Measurement:** Pruning for Safety and Equipment Clearance will be measured for payment on a lump sum basis.

**Basis of Payment:** Pruning for Safety and Equipment Clearance will be paid for at the contract lump sum price for PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE.

#### **PROTECTION OF EXISTING TREES**

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

The Contractor shall coordinate with the village forester or arborist (Roadside Development Unit 847.705.4171) prior to the start of construction to do a walk through and determine which trees or shrubs are to be protected, method of protection, and determine type of work to minimize damage to the tree.

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

- A. Earth Saw Cut of Tree Roots (Root Pruning):
  - 1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
    - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.
    - b. Root prune to a maximum width of 4-inches using a reciprocating saw blade for cutting tree roots or similar cutting machine. Trenching machines will not be permitted.
    - c. Exercise care not to cut any existing utilities.
    - d. If during construction it becomes necessary to expose tree roots which have not been precut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping, or tearing will not be permitted.

- e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.
- 2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
  - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
  - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.
  - c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.
- 3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

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

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

#### B. Temporary Fence:

- 1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone".
- 2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.

- 3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.
- 4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.
- 5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

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

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

#### C. Tree Trunk Protection:

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

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

#### D. Tree Limb Pruning:

- 1. The Contractor shall inspect the work site in advance and arrange with the Roadside Development Unit (847.705.4171) and/or village forester or arborist to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.
- 2. Top Pruning: When thirty percent (30%) or more of the root zone of a tree is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

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

#### E. Removal of Driveway Pavement and Sidewalk:

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

#### F. Backfilling:

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

#### G. Damages:

- 1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.
- 2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

#### **COMPOST FURNISH AND PLACE**

This work shall consist of furnishing, transporting and placing compost to the depth specified in areas as shown in the plans or as directed by the Engineer.

Delete Article 211.02 Materials (b) Compost and substitute the following:

Compost shall be thoroughly, and aerobically decomposed organic waste produced at an IEPA registered composting facility. The compost supplier shall furnish a certification with each shipment stating that the compost complies with the following requirements:

- (1) Particle Size: 98 percent of the compost shall pass through a 3/4 in. (20 mm) screen.
- (2) Physical Contaminant: Less than one percent combined glass, metal, and plastic.
- (3) Organic Matter/Ash Content: At least 40 percent organic matter; less than 60 percent ash content.
- (4) Carbon to Nitrogen Ratio: Ranging from 10:1 to 20:1 C:N ratio.
- (5) pH: Between 6 and 8.
- (6) Soluble Salts: Electrical conductivity below 10 dS m-1 (mmhos cm-1)
- (7) Moisture Content: Between 35 percent and 50 percent by weight.
- (8) Maturity: The compost shall be resistant to further decomposition and free of compounds, such as ammonia and organic acids, in concentrations toxic to plant growth.
- (9) Residual Seeds and Pathogens: Pathogens and noxious weeds shall be minimized.

A copy of the compost test results complying with IEPA standards for General Use Compost and certification of IEPA registration shall be provided to the Engineer with each shipment of compost.

Compost shall be capable of supporting and germinating vegetation.

Delete the first sentence of the first paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

Compost shall not be placed until the area to be covered has been shaped, trimmed and finished according to Section 212. Prior to placing compost the contractor shall remove all litter (including plastic bags, bottles, rocks, etc.) and plant debris.

Delete the second paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

When compost is specified as a soil amendment, it shall be place at the specified depth on top of the topsoil. The Engineer will verify that the proper compost depth has been applied. After verification of proper depth, the Contractor shall completely incorporate the compost by tilling the top 6" of the fairly dry topsoil. Do not till when the topsoil is muddy.

Add the following to Article 211.07 Basis of Payment:

Compost Furnish and Place will be measured in place to the depth specified.

Add the following to Article 211.08 Basis of Payment:

The work will be paid for at the contract unit price per square yard for COMPOST FURNISH AND PLACE, 2". Payment shall include all furnishing, stockpiling, transporting, all labor and equipment necessary, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

#### **SUPPLEMENTAL WATERING**

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

**Schedule:** Watering will only begin after the successful completion of all period of establishment requirements. However, if plant material requires additional watering due to extreme weather (drought/high temperatures) supplemental watering may be used to water during the period of establishment.

Water trees, shrubs, and vines every 7 days throughout the growing season (April 1 to November 30). Water perennials, plugs, and sod a minimum of twice a week. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions. Do not overwater.

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

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

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

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

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

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

35 gallons per tree
25 gallons per large shrub
15 gallons per small shrub
4 gallons per vine
6 gallons per square yard for perennial plant
27 gallons per square yard for Sodded Areas

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

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

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

#### **DETECTABLE WARNINGS**

**Description.** This work shall consist of installing detectable warnings at locations shown on the plans or as directed by the Engineer in accordance with Section 424 of the Standard Specifications.

**Materials.** Detectable warning tiles shall be "Brick Red" in color. The detectable warning shall be sized per PROWAG R305.1.4 (Size) and the detectable warnings will be installed where applicable. Dome spacing shall be measured per PROWAG R305.12. Where applicable, radius truncated dome detectable warning system shall be utilized. The color of radius system shall be "Brick Red". Where radius tiles are required, the CONTRACTOR shall field verify radius measurements prior to ordering materials. The detectable warning shall be installed in accordance with the manufacturer's recommendations and as shown on the plans and details or as required by the Engineer.

#### **Construction Requirements.**

Curb Ramps. Curb ramps shall be constructed according to the latest PROWAG requirements, the Illinois Accessibility Code, and as shown on the plans. Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of 5in. (100 mm). ADA accessible ramps shall be constructed according to the latest IDOT Highway Standards 424001, 424006, 424011, 424016, and 424021.

Detectable Warnings. The detectable warning shall be installed during the construction of the PCC sidewalk. The top of the plate shall be flush with the surface of the sidewalk. All PCC sidewalk and aggregate sub-base installed below the detectable warning shall be installed according to the manufacturer's specifications. Where radius tiles are required, the CONTRACTOR shall field verify radius measurements prior to ordering materials.

The detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface. The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- (a) Manufacturer's certification stating the product is fully compliant with the ADAAG.
- (b) Manufacturer's five year warranty.
- (c) Manufacturer's specifications stating the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness. The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

**Method of Measurement and Basis of Payment**. This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS which price shall include all materials, labor and equipment necessary to perform the work as shown in the construction detail and specified herein.

#### **DISINFECTION OF WATERMAINS**

Disinfection of watermains shall be completed in accordance with Section 41-2.14 of the WATER AND SEWER SPECIFICATIONS except as modified in this Special Provision. The OWNER shall be notified at least twenty-four hours before the disinfection procedure. Representatives of the water division must be present during the procedure.

#### A. Flushing

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

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

The CONTRACTOR is required to perform a final, separate, flush of the main in accordance to NFPA 13 and shall be performed in the presence of the VILLAGE, Fire Protection District, and ENGINEER to clear the main of all debris. The equipment required for flush test, to be provided by the CONTRACTOR, includes heavy duty burlap bags, hose (4.5"), hose connections, 10' piece of 2x8 wood, and any other collateral equipment required to perform the test.

#### B. Requirement of Chlorine

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

#### C. Form of Applied Chlorine

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

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

#### D. Point of Application

The preferred point of application of the chlorine gas is at the beginning of the pipe line extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipe line extension. Alternate points of application may be used subject to the review of the ENGINEER.

#### E. Preventing Reverse Flow

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

#### F. Retention Period

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

#### G. Chlorinating Valves and Hydrants

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

#### H. Final Flushing and Testing

Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its entire length shows,

upon test, a chlorine residual of less than one (1) mg/l. In the event chlorine is normally used in the source of supply, then the test shall show a residual of not in excess of that carried in the system.

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

#### I. Repetition of Flushing and Testing

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

This work is to be included in the cost for Ductile Iron Water Main, for the size specified.

#### PRESSURE TESTING OF WATERMAINS

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

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

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

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

<u>Leakage Test</u>: After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure.

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

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

Note: L = Allowable leakage in gallons per hour

N = Number of joints in length of pipeline tested.

D = Nominal diameter of the pipe in inches.

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

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

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

This work is to be included in the cost for Ductile Iron Water Main, for the size specified.

### DUCTILE IRON WATER MAIN 6" DUCTILE IRON WATER MAIN 8"

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

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

**Construction Requirements.** Wherever water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Any dewatering of the trenches shall be included in the cost of this item. At no time shall trench water be allowed to enter the water main. Water main shall be installed to provide a minimum of 5.5' of cover.

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

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

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations, and any pipe or fitting that has been installed with dirt or foreign material therein shall be removed, cleaned and re-laid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug, or by other means subject to the review of the ENGINEER, to ensure absolute cleanliness inside the pipe. All cutting of existing water main pipe for the insertion of valves, tees or other fittings shall be performed without damage to the pipe or pipe lining, and so as to leave a smooth end at right angles to the axis of the pipe. Any damaged water main shall be re-cut and replaced by the CONTRACTOR at his sole expense.

Ductile iron pipe, pipe fittings and valve bodies, as well as cast iron valve boxes, shall be wrapped with polyethylene film, a minimum of 5 mils in thickness. The entire wrap on any pipe or fitting shall have a single seam secured by waterproof tape. Polyethylene shall overlap a minimum of 24 inches at seams. The wrap shall enclose the entire pipe or fitting and shall be

secured to the adjoining pipe barrel by waterproof tape tightened securely around the juncture of the wrap and the pipe barrel. The CONTRACTOR shall re-wrap the watermain at all service tap locations. All polyethylene wrapped ductile iron pipe, pipe fittings and valve bodies shall be inspected by the ENGINEER.

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

The first two joints beyond any valve bend, cross, or tee shall be restrained with retainer glands. Also, any joint where the proposed water main ties into the existing water main shall be restrained with retainer glands. Retainer glands shall be TR-Flex or Field-Lok by U.S. Pipe, Mega Lugs by EBAA Iron. Also, all bends, crosses, and tees shall be additionally restrained with thrust blocks as shown on the details in the plans. The thrust blocks shall be considered included in the cost of the ductile iron water main. The cost of retainer glands shall be paid for as WATER MAIN FITTINGS per pound.

The Water Main shall be installed in accordance to IDOT's Permit Special Provisions, Section E, Page 9, Excavations which states:

"Pavement opening or open cutting of any pavement is not authorized unless specifically mention in the permit and shown on the plan of record.

Trench protection conforming to current OSHA Standards shall be required for all permit excavations. Sheeting, trench boxes, or other approved protection shall be used in all excavations in the pavement area within 3.1M (10 feet) of the pavement edge where the excavation lies below 1-1 slope line extended from the pavement edge or where directed by a representative of this Department.

Sheeting installed prior to excavation, well points, and other approved construction methods which minimize potential of pavement settlement shall be used when working in areas containing saturated sands and gravels.

In the removal of sidewalk, curb and gutter, or pavement, the use of any type of concrete breaker that will damage any underground structures or facilities will not be permitted. It is the Applicant's and Contractor's responsibility to make all efforts to locate, expose, and protect all existing underground installations from damage by his operations.

Excavation for installation of pipe lines, conduits, etc., shall be properly backfilled as soon as the utility is installed (see Section G).

Not more than 3.1M (10 feet) of trench shall remain open overnight. That 3.1M (10 feet) must have proper protection."

**Method of Measurement and Basis of Payment:** This work will be paid for at the contract unit price per FOOT for DUCTILE IRON WATER MAIN 6" and DUCTILE IRON WATER MAIN 8", measured in place. This price shall include the cost of all pipe, joint materials, retainer glands, thrust blocks, hydrostatic pressure tests, leakage tests, disinfecting of the water main, excavation, polyethylene wrapping and utility line marking tape.

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

## **WATER VALVES**

**Description.** Water valves shall be of the gate valve type suitable for ordinary water-works service, intended to be installed in a normal position on buried pipelines for water distribution systems.

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

#### Materials.

- 1. Manufacturer and Marking The gate valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body. All water valves shall be iron body resilient wedge gate valves. All valves shall be rated for 300 psi test pressure and 150 psi working pressure.
- 2. Type and Mounting The valve bodies shall be cast iron, mounted with approved non-corrosive metals. All wearing surfaces shall be bronze or other approved non-corrosive material and there shall be no moving bearing or contact surfaces of iron in contact with iron. Contact surfaces shall be machined and finished in the best workmanlike manner, and all wearing surfaces shall be easily renewable. All trim bolts shall be 300 series stainless steel.

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

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

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

The stem shall be of high tensile strength bronze or other approved non-corrosive metal, providing 70,000 PSI tensile strength with 15% elongation and a yield strength of 30,000 PSI. All

nonferrous bushings shall be of substantial thickness, tightly fitted and pressed into machine seats. All valves shall open by turning to the left (counterclockwise), unless otherwise specified.

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

**Installation.** All gate valves are to be installed in concrete valve vaults as detailed in the plans. The valves shall be wrapped with polyethylene film. Valves shall be installed using stainless steel bolts.

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

# **FIRE HYDRANTS TO BE REMOVED**

**Description.** This work shall consist of the removal and salvage of existing fire hydrants, including auxiliary valves, and plugging and blocking of abandoned water main as indicated on the plans or required by the ENGINEER. The fire hydrants shall be removed to a minimum depth of 3 feet below grade. The fire hydrants to be removed and salvaged shall be done so in such a manner that the condition of their use does not change from their existing installed condition. The fire hydrants to be removed and salvaged shall become the property of the Village and shall be delivered to the Public Works Facility.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the contract unit price per EACH for FIRE HYDRANTS TO BE REMOVED, which price shall be payment in full for all labor, equipment, and material necessary to complete the work as specified herein.

## FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

**Description**: This work shall consist of furnishing new fire hydrants of the type and size specified herein below at the locations indicated on the plans or otherwise directed by the engineer.

**Materials**: Hydrants shall be of the compression or gate type conforming to the latest specifications of the American Water Works Association, C502, and shall be of a make that has been adopted by the owner as standard. Hydrants shall be designed for a 150 -pound working pressure. Hydrants shall be finished with two (2), two and one-half inch (2-1/2") hose nozzles, and one (1) four (4") pumper connection. Threads on nozzles and caps shall be national standard thread and shall conform to the standard adopted by the owner. Hydrants shall open by turning to the left or counter-clockwise and shall be so marked. All new fire hydrants furnished under this contract shall be made by a "Red" color and shall have traffic flange construction design with a break way flange and mechanism at the ground line.

Hydrants shall have a six-inch (6") pipe connection, shall be equipped with a (6") auxiliary gate valve, and shall have a five and one-quarter inch (5-1/4") valve opening. Contractor to verify size with the Village of Forest Park. The auxiliary valve shall be attached to the hydrant by means of an 18" to 24" long, 6" spool piece. The joint for joining the auxiliary valve shall be fitted with a cast iron valve box. A valve box stabilizer shall be rubber and shall be installed between the valve box and the auxiliary valve.

**Installation**: Hydrants shall be set at the locations indicated on the plans, and shall be such length that with the frost ring nearly at the ground level, there will be five and one-half feet (6') of cover over the connecting pipe and the height of the nut on the cap is 18"-24" above the ground. At least four feet (4') of cover will be provided across ditches. Hydrants shall be placed on a large, flat stone, and shall have a minimum of one-half cubic yard (1/2cy.) of gravel or porous stone around the base to provide drainage for the hydrant drip. This shall include a 3-4 mil. plastic barrier, between the gravel drain field and the earth cover. All hydrants shall be properly braced to prevent movement. Any mechanical joint glands required on any mechanical joint fittings necessary for the installation of the hydrants shall be mega-lug type glands. All hydrants shall be placed so that the steamer connection is facing the existing roadway.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the contract unit price per EACH for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX, which price for all work as specified herein, and shall include up to six feet (6') of six-inch (6") diameter pipe between the auxiliary valve and the water main.

# FRAMES AND LIDS, TYPE 1, OPEN LID

<u>Description</u>: This work shall consist of installing frames and lids in accordance with Section 604 of the "Standard Specifications for Road and Bridge Construction," except as specified herein.

All lids adjacent to an ADA ramp shall be an ADA Compliant Cast Open Lid Type 1 Frame as identified in the latest IDOT Highway Standard 604001.

Existing frames and lids to be replaced shall be returned to Forest Park Public Works.

All lids shall have the word "Forest Park" cast into them. Lids for storm sewer manholes shall have the word "STORM" cast into them. Lids for combination sewer manholes shall have the word "COMBO" cast into them.

<u>Method of Measurement and Basis of Payment</u>: This work shall be paid for at the Contract unit price per each for FRAMES AND LIDS, TYPE 1, OPEN LID which includes the open lids and casting.

# FRAMES AND LIDS, TYPE 1, CLOSED LID

<u>Description</u>: This work shall consist of installing frames and lids in accordance with Section 604 of the "Standard Specifications for Road and Bridge Construction," except as specified herein.

All lids shall have the word "Forest Park" cast into them. Lids for sanitary manholes shall have the word "SANITARY" cast into them. Lids for storm sewer manholes shall have the word "STORM" cast into them. Lids for water manholes shall have the word "WATER" cast into them.

Existing frames and lids to be replaced shall be returned to Forest Park Public Works.

All lids shall have the word "Forest Park" cast into them. Lids for combination sewer manholes shall have the word "COMBO" cast into them. Lids for sanitary manholes shall have the word "SANITARY" cast into them. Lids for storm sewer manholes shall have the word "STORM" cast into them. Lids for water manholes shall have the word "WATER" cast into them.

<u>Method of Measurement and Basis of Payment</u>: This work shall be paid for at the Contract unit price per each for FRAMES AND LIDS, TYPE 1, CLOSED LID which includes the closed lids and casting.

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

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

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

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

### Jackson Blvd., Des Plaines Avenue to Ferdinand Avenue, Forest Park, Cook County

Station 11+33 to Station 15+36 (Jackson Blvd. from W Limit to Ferdinand Avenue). All
excavation planned for resurfacing and watermain improvements. The Engineer has
determined this material meets the criteria of and shall be managed in accordance with
Article 669.05(b)(1). Contaminants of concern sampling parameters: 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

## **DETECTOR LOOP**

Effective: May 22, 2002 Revised: March 1, 2024

886.01TS

#### Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall mark the proposed loop locations and contact the Area Traffic Signal Maintenance and Operations Engineer to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the Portland cement concrete surface using the same notification process as above.

## Installation.

Revise Article 886.04 of the Standard Specifications to read:

"Loop detectors shall be installed according to the requirements of the "District One Standard Traffic Signal Design Details." Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plans.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a waterproof tag secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 500 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries.

- (a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb, and handhole shall be cut with a 1/4 in. (6.3 mm) deep x 4 in. (100 mm) saw cut to mark the location of each loop cable.
- (b) Loop sealant shall be two-component thixotropic chemically cured polyurethane from an approved Vendor. The sealant shall be installed 1/8 in. (3 mm) below the

pavement surface. If installed above the surface, the excess shall be removed immediately.

- (c) Preformed. This work shall consist of furnishing and installing a rubberized or cross-linked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
  - (1) Preformed detector loops shall be installed in the sub-base under the Portland cement concrete pavement. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.
  - (2) Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. CNC, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
  - (3) Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using a minimum 5/8 in. (16 mm) outside diameter, minimum 3/8 in. (9.5 mm) inside diameter Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. The hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to ensure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of eight turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to ensure complete moisture blockage

and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6-1/2 ft of extra cable in the handhole."

## Method of Measurement.

Add the following to Article 886.05 of the Standard Specifications:

"Preformed detector loops will be measured along the detector loop embedded in the pavement rather than the actual length of the wire. Detector loop measurements shall include the saw cut and the length of the detector loop wire to the edge of pavement. The detector loop wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. CNC, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities."

## Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

# **MULCH PLACEMENT 2"**

<u>Description</u>. Shredded mulch shall be free of harmful chemicals, diseases, and insects. Mulch shall have a minimum 1/8-inch dimension and a maximum length of 2-1/2". Mulch shall be placed within the parking lot landscaped islands as shown in the plans to a finished depth of 2 inches. In curbed planters and median islands that only receive mulch and no shrubs, the depth shall also be 2".

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price per square yard for MULCH PLACEMENT 2".

## **PLANTING PERENNIAL PLANTS**

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

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

Delete Article 254.05 Layout of Planting and substitute the following:

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

Add the following to Article 254.06 Planting Procedures:

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

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

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

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

Delete the first sentence of Article 254.07 Mulching and substitute the following:

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

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

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

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

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

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

Water must be applied in such a manner so as not to damage plant material. Water must trickle slowly into soil and completely soak the root zone. An open end hose is unacceptable. Water early in the day and apply water as close to the soil as possible without washing out soil or mulch. Water at the base of the plant to keep as much water as possible off plant leaves in order to minimize fungus problems. Watering of

plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing water to flow beyond the periphery of the bed. Thoroughly saturate all areas of the perennial bed, not just individual plants. The plants to be watered and the method of application will be approved by the Engineer.

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

Add the following Article 254.08 Period of Establishment:

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

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

Add the following to Article 254.09 Method of Measurement:

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

Add the following to Article 254.10 Basis of Payment:

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

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

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

Should the Contractor fail to complete the plant care and/or supplemental watering work within the scheduled time frame as specified in the Special Provision for "Supplemental Watering", or within 24 hours notification from the Engineer, or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of:

- \$50.00 per tree/per day
- \$40.00 per large shrub/per day
- \$35.00 per small shrub/per day
- \$20.00 per vine/per day
- \$20.00 per perennial/per day
- \$20.00 per sq yd sod/per day

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

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

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

### PRESSURE CONNECTION

**Description.** This work shall consist of installing pressure connections of the sizes and at the locations indicated on the plans in conformance with the Water and Sewer Specifications and applicable Village Standard Details. This work shall be done under pressure to ensure that no customers on the water system are out of service while this work is being performed.

The pressure connection shall take place within a Type A Valve Vault in conformance with applicable Village Standard Details.

The tapping valve shall be furnished with flanged inlet end connection having a machined projection on the flange to mate with a machined recess on the outlet flange of the tapping sleeve. The outlet end shall conform to the AWWA Standards for mechanical joint connections, except that the outside of the hub shall have a large flange for attaching the drilling machine. The seat opening of the valve shall be larger than normal size to permit full diameter cut.

Measurement and Payment. This work shall be paid for at the contract unit price per each for PRESSURE CONNECTION, which price shall include the furnishing of the valve vault, tapping sleeve, tapping valve and all necessary bolts and accessories, and installing the valve and sleeve. Cutting through the valve into the main and removing the severed section of the main and plugging the existing main for a complete installation shall be paid for separately at the contract unit price per each for PLUG WATER MAIN and per foot for WATER MAIN REMOVAL both at the size specified. All excavation and trench backfill necessary for the installation shall be included.

## **SHUT DOWN CONNECTION**

**Description.** This work shall consist of the furnishing of all labor, tools and equipment necessary to affect a connection of a new water main to the existing water main. This work shall include taking the existing water main out of service and cutting, capping and abandoning the existing water main as shown on the plans. This work shall be performed as shown on the plans and in accordance with applicable Village Standard Details.

**Installation.** All materials shall be on hand before work is undertaken to minimize the time necessary to complete the work required. <u>Only Water Department Personnel will be in charge of closing system valves</u>, but the Contractor shall lend any assistance necessary to expedite the shutdown. In addition, the Contractor shall distribute notices of water services interruptions door to door as directed by the Engineer.

Once water service has been shut down by the Village, the Contractor shall cut the existing water main, remove pipe as necessary to accommodate connection to the new main. Contractor shall then complete the water main connection and abandon and plug/cap and block the existing water main as shown on the plans. All mechanical joints for water main pipe shall be approved by the VILLAGE and ENGINEER. Abandonment of water main shall be as specified elsewhere for EX WATER MAIN ABANDON IN PLACE.

The Contractor shall be required to furnish any and all pipefittings, required jointing materials, and all work necessary plugs, blocks, corporation stops, sleeves, mechanical joints, reducers and water main pipe. All fittings and pipes that are installed under this item shall be placed on a bedding in accordance with the plans. Pipe fittings shall not be paid for separately but shall be included in the cost of the work as specified. In addition, whenever a connection is made and a portion of the existing system will not be subject to the chlorination procedure for the new main, the Contractor shall provide tablet disinfection procedures as described in Section 41-2. 14c (3) of the Water and Sewer Standard Specifications. All other items required for restoration (i.e. pavement patches, sodding, etc.) will be paid for under the specific pay item in the contract. After the connection has been made, a visual inspection shall be made for leaks under system pressure, irrespective of the pressure test that may be required under other provisions in the contract. If no visual leaks are detected, the excavation shall be backfilled with materials as directed by the Village.

Basis of Payment. This work will be paid for at the contract unit price per each for SHUT DOWN CONNECTION, which price shall include all labor, material, and equipment necessary to complete the work as specified, including granular bedding, granular backfill and all

pipe/pipefittings, including cut-in sleeves and reducers, necessary to complete the work. Cutting through the valve into the main and removing the severed section of the main and plugging the existing main for a complete installation shall be paid for separately at the contract unit price per each for PLUG WATER MAIN and per foot for WATER MAIN REMOVAL both at the size specified.

# WATER SERVICE INSTALL, (SIZE") COMPLETE

#### Description

Work under this item shall include all materials and labor required for transferring existing copper water services to the new water main. Included in this item are the costs of tapping the new water main, installation of a new corporation stop, installation of new curb stop and connection to existing service line. The required copper piping and replacement of domestic water service boxes (Buffalo boxes, B-boxes) shall be not paid for separately.

### **Materials**

Water service lines shall be Type "K" copper tubing of the size indicated on the plans. Corporation stops shall be per ASTM B88. Curb stops shall be per AWWA Standard C800-89 (ASTM B-62–Index 115–855-5-5). Buffalo Boxes shall conform to ASTM A48 / A48M-03 specifications. One and one-half inch upper body for services one inch or less and two inch upper body for services between 1 1/2 inches and 2 inches. All components in contact with potable water shall have no lead and comply with the latest requirements of the Federal Safe Drinking Water Act.

Stainless Steel tapping saddles shall be used on PVC water mains.

All materials shall meet the current "Buy American" requirements.

#### **Construction Methods**

All service lines shall be installed at a minimum depth of 5 1/2 feet below finished grade. All copper services shall be augured or directionally bored under any roadway or sidewalk that is not shown to be removed and replaced. B-box extensions shall only be used with the approval of the Village. Should B-box extensions be required due to improper construction methods by the contractor, the extensions will be installed but will not be measured for payment. Hydro Excavation may be necessary for locating and exposing existing utilities to facilitate construction of the new water service and/or water service box. Should Hydro Excavation be necessary, it will be considered included in the water service and will not be paid for separately. This work shall also consist of removing and disposing of existing water valves and/or water service boxes in accordance with Section 605 of the Standard Specifications and as specified herein. In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed of sufficient size to both remove the structure and to construct the replacement structure. Backfill shall be included in the cost for WATER SERVICE INSTALL, (SIZE") COMPLETE.

The work shall be done only when directed by the Engineer, and may have to be performed on weekends and/or off hours. No additional compensation shall be due to the contractor for performing this work on weekends and/or off hours.

#### **Method of Measurement**

Water service lines will be measured per foot in place from the connection point at the proposed water main to the connection point at the existing water service.

## **Basis of Payment**

Payment for the connection of services shall include all materials and labor required for transferring existing services to the new water main including corporation stops, compression fittings, and tapping saddles; but excluding new copper piping, curb stops, and replacement B-boxes. The cost of relocating existing services shall be paid for at the contract unit price for each WATER SERVICE INSTALL, (SIZE") COMPLETE. Curb Stops will be included in the cost of WATER SERVICE INSTALL, (SIZE") COMPLETE. Copper piping used in the transfer of services shall be included in the cost of WATER SERVICE INSTALL, (SIZE") COMPLETE. The cost of installing a new buffalo box shall be included in the cost of WATER SERVICE INSTALL, (SIZE") COMPLETE.

Buffalo Box Extensions, when required and approved by the Engineer, shall be included in the pay item WATER SERVICE INSTALL, (SIZE") COMPLETE.

Removal of the existing water service box shall be included in the pay item WATER SERVICE INSTALL, (SIZE") COMPLETE, which price shall include all materials, labor, and equipment required for: site preparation; excavation; disposal of excess excavated materials; backfill placement, compaction and compaction testing; testing/inspection; restoration; and all related work required to complete the work as described herein.

## WATER VALVES TO BE REMOVED

Description and Materials. This item shall consist of the removal of the existing valve boxes or valves, as shown on the plans. Removal shall include the excavation and physical removal and disposal of the valves and/or valve boxes.

For valve boxes, the removal shall include the excavation and physical removal of the structures and valve, followed by backfilling the void left by the valve boxes with trench backfill. Trench backfill needed to complete the removal shall be considered included in the cost of WATER VALVES TO BE REMOVED.

In addition to this special provision, this work shall be in accordance with Articles 605.03 and 605.05 of the Standard Specifications.

Method of Measurement. This work shall be measured per EACH valve or per EACH for valve and valve box to be removed.

Basis of Payment: Valve vault or valve box removal shall be paid for at the contract unit price per EACH for WATER VALVES TO BE REMOVED, which includes all necessary labor, tools, equipment, and materials necessary to remove the existing valves and/or valve boxes.

# STRUCTURES TO BE ADJUSTED

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

<u>Basis of Payment.</u> This work will be measured and paid for at the contract unit price per each for STRUCTURES TO BE ADJUSTED. Rubber adjustment rings are to be used on all structured adjustments, except for water valves boxes and fire hydrants auxiliary valve boxes. Rubber adjustment risers are to be used. The word STRUCTURE shall be understood to mean catch basin, manhole, water valve box, fire hydrant auxiliary valve box, or inlet as the case may be.

## **PAVEMENT IMPRINTING**

**Description:** This work shall consist of the layout and imprinting of a crosswalk pattern, as shown on the Details, into the street surface course using an Imprinted Aggregate Reinforced Preformed Thermoplastic Pavement Marking System.

**Construction Requirements:** The product shall be installed per the latest revision of the manufacturer's application procedures. The product installed shall be an imprinted aggregate reinforced preformed thermoplastic pavement marking system.

The color shall be 'Santa Fe' and the pattern shall be herringbone with a soldier bond course. The white lines on the outside of the crosswalk shall be a preformed thermoplastic material.

**Method of Measurement and Basis of Payment:** This work will be measured and paid for at the contract unit price per SQUARE YARD for PAVEMENT IMPRINTING, complete and in place, which price shall include all costs to furnish, transport, and place all materials required including all specified preformed thermoplastic, as well as any temporary traffic control associated with this work.

## **AS-BUILT DRAWINGS**

**Description.** At the completion and acceptance of the work, the CONTRACTOR shall perform a survey of the project.

The survey shall provide, at a minimum, the following information:

- 1. As-Built locations and elevations, including rims and depths of cover, of the proposed watermain improvements, using the base sheets of the design drawings as reference.
- 2. The minimum scale shall be 1'' = 50 feet.
- 3. The as-built drawings must be stamped by a Professional Engineer or Land Surveyor licensed in the State of Illinois.

The CONTRACTOR will deliver to the VILLAGE two copies of the as built in a PDF format and two copies of the computer files in AutoCAD latest version on a CD disc, and 2 copies of the PDF on 11 by 17 (half size) plan sheets.

**Measurement and Basis for Payment.** This item will be paid for at the contract LUMP SUM price for AS-BUILT DRAWINGS, which price shall be payment in full for all services, materials, labor and other items to complete the work.

# TRENCH BACKFILL (SPECIAL)

**Description.** The provisions of Section 208 of the "Standard Specifications for Road and Bridge Construction" shall be modified such that the material used for trench backfill shall be CA-6 coarse aggregate. The trench backfill shall be compacted only by Method 1, as defined in Article 550.07 of the Standard Specifications, which states the material shall be deposited in uniform lifts not exceeding 12 inches in depth (loose measure), and each lift shall be compacted by ramming or tamping with tools approved by the ENGINEER. Jetting of the trench will not be acceptable without prior written approval from the OWNER or their Public Works Department. All material and placement shall be in accordance with the applicable IDOT policy.

**Materials.** All materials shall be in accordance with Sections 208 and 1003 of the "Standard Specifications for Road and Bridge Construction" and shall be approved by the Engineer prior to placement. Furnished TRENCH BACKFILL (SPECIAL) material shall be produced from an IDOT approved site. All material must be of sound durable aggregate and completely free of all deleterious material, such as wood, wood chips, brush, plastic, etc. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.

Any material conforming to the requirements of Articles 1003.03 or 1004.05 which has been excavated from on-site trenches shall be used for backfilling the trenches. No compensation shall be made for TRENCH BACKFILL (SPECIAL) for the portion of the trench backfilled with excavated material. Excavated material must meet all specifications and requirements as stated herein to the approval of the Engineer.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per CUBIC YARD for TRENCH BACKFILL (SPECIAL) which price shall include all material, equipment, and labor necessary to place and compact the trench backfill as specified. The maximum payable trench width for a given pipe shall be equal to the pipe's diameter plus an additional three feet (one and one-half foot on each side of the pipe). The quantity of trench backfill for payment shall be determined by using the method of measurement defined in Article 208.03 (b) of the Standard Specifications. Material coming from an un-approved source shall not be paid for and shall be removed from the project site at no cost.

## **DELINEATOR SYSTEM**

This work consists of furnishing and installing a delineator system. The delineator system shall consist of three components; a continuous curb base track 50' in length, an anchor for the continuous curb base track, and the delineator posts.

### **Curb Base:**

The curb base shall be a continuous track that is 50' in length and 0.83' (10") in width.

#### Anchor:

The anchor shall consist of Telescoping Steel Sign Support, Article 728 of the Standard Specifications, 2-inches. The anchor shall be ground mounted and driven by hand or mechanical means to a minimum depth of 23 inches measured from the ground line. Anchors shall leave 1 inch exposed above the ground surface. The top of the anchor shall be protected by a suitable driving cap. Anchors shall consist of one continuous section of material.

### **Delineator Post:**

The delineator post shall be 48 inches tall, terminating in a 3-inch by 12-inch flattened portion that accepts reflective sheeting. The reflective sheeting shall consist of a 3-inch by 9-inch reflector of the color of the pavement marking the delineator supplements. The delineator post shall attach to the anchor by pin connection. The anchor shall seat 1 inch into the delineator post. The delineator post shall be bright white finish with UV inhibiting finish and sealed at the top.

CONTRACTOR shall provide shop drawings for review prior to ordering materials.

The furnishing and installation of delineator post system will be paid for at the contract unit price per EACH for DELINEATOR SYSTEM, which shall include all labor, materials, and equipment for a 50' length.

# PORTLAND CEMENT CONCRETE SURFACE REMOVAL 2"

**Description.** This work shall consist of removal and satisfactory disposal of all existing pavement in accordance with Section 440 of the Standard Specifications, except the depth of milling shall be the specified depth from the existing pavement grade, and a cold milling machine shall be used. The grindings shall be removed from site and the surface mechanically broomed until the surface is completely free of any loose material and debris.

**Method of Measurement and Basis of Payment.** This work shall be measured and paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE SURFACE REMOVAL 2", which shall include the removal and disposal of the material, all necessary machinery and equipment to complete the specified work.

# **CURED-IN-PLACE PIPE LINER**

# A. <u>General</u>

# 1. Scope

- a. CONTRACTOR shall repair defective sewer segments without excavation using cured-in-place pipe (CIPP) as specified herein and where shown on the Plans.
- b. A thin, dry felt tube (pre-liner) shall be installed prior to CIPP installation, due to mitigate potential resin curing issues due to extensive infiltration at locations throughout the project.
- c. The reconstruction will be accomplished using CIPP which shall consist of a resinimpregnated flexible tube that is inverted into an existing sewer pipe through existing manholes and expanded to fit tightly against the existing pipe by the use of water or air pressure. The resin is cured by circulating hot water or by introducing controlled steam within the tube. When the thermosetting resin cures, the finish pipe will be continuous and tight fitting, and the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix that is chemically resistant to withstand internal exposure to domestic sewage. Once the tube/resin composite is cured, the inversion bladder and the carrying device are removed.

CIPP pulled into place according to ASTM F1743 will not be allowed.

### B. Materials

#### 1. Flexible Liner Material

The tube will consist of one or more layers of flexible needled felt or an equivalent nonwoven material. The tube will be continuous in length and the wall thickness shall be uniform. No overlapping sections shall be allowed in the circumference or the length of the liner. The tube will be capable of conforming to offset joints, bells, and disfigured pipe sections. The tube shall have sufficient strength to bridge missing pipe and stretch to fit irregular pipe sections. The wall color of the interior pipe surface of the CIPP after installation shall be a relatively light color so that a clear and detailed examination with closed circuit television inspection equipment can be made. The resin will be polyester

or vinyl ester with proper catalysts as designed for the specific application. Each installation shall have a design report documenting the design criteria for a fully deteriorated pipe section, relative to the hydrostatic pressure, depth of soil cover, and type of soil.

All lining products, installation and testing of CIPP shall be in accordance with the specification reference standards from the American Society for Testing and Materials (ASTM) including: ASTM F1216, ASTM D638, ASTM D543, ASTM D790, and ASTM D5813. The composite of the materials above shall upon installation inside the host pipe, exceed the applicable minimum requirements of ASTM F1216, including 4,500 psi for flexible strength, 250,000 psi for modules of elasticity and 3,000 psi for tensile strength (tensile strength applies to pressure pipe only).

The CONTRACTOR shall submit to the ENGINEER for review prior to installation, the Manufacturer's product literature and certification, application and installation requirements for materials used in liner. The submittal shall include the liner pipe thickness to be used in this application with supporting design thickness calculations. The design shall assume fully deteriorated pipe conditions.

# 2. Acceptable Liner Products

The following CIPP Liners are acceptable products: Insituform or National Liner, CIPP Corporations.

#### 3. CIPP Lining Thickness Design Criteria

- a. Diameter 8" to 24"
- b. Depth varies
- c. Ground Water Depth = assume half of soil cover
- d. Soil density = assume 120 lbs/c.f.
- e. Soil Modulus = assume 1000 psi
- f. Loading = assume highway loading
- g. Safety factor = 2.0

### C. Execution

### 1. General

Installation shall be in accordance with standard practice for rehabilitation of existing pipelines and conduits by the inversion and curing of a resin – impregnated tube ASTM F1216 and AWWA C950.

# 2. Flow Bypassing

The CONTRACTOR, when required, shall provide for the transfer of flow around the section or sections of pipe that are to be lined. The bypass shall be made by diversion of the flow at an existing upstream access point and pumping the flow into a downstream access point or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. Bypass pumping hoses shall not cross roadways unless other approved in writing by the VILLAGE. The proposed bypassing system shall be approved in advance by the VILLAGE.

# 3. Preliminary Cleaning and Inspection

Prior to any lining of designated (sanitary and storm) sewer line segments, the CONTRACTOR shall remove internal deposits as necessary to assure proper liner installation. Video and a suitable log shall be provided by the CONTRACTOR which shall document, to the satisfaction of the ENGINEER, the condition of the sewer line segment both immediately before and after lining has been installed. CLEANING SHALL BE INCLUDED IN THE CIPP LINING PAY ITEM.

#### CLEANING.

Standard grade cleaning measures shall be used to clean sewers (storm and sanitary) of the size indicated in preparation for televised inspection at locations determined by the Engineer. All storm sewer to be lined as part of this project shall first be cleaned and televised to determine any required point repairs.

#### SEWER CLEANING CRITERIA.

The CONTRACTOR shall provide all labor, materials, and equipment to clean the sewers segments specified. Sewer cleaning is defined as the removal of all foreign materials from the pipe system so as to restore the hydraulic capacity to within ninety-five percent of the

theoretical carrying capacity. Generally, this performance will be considered to be achieved when all loose debris and deposits, and all tree roots exceeding four inches (4") in length have been removed.

Sewer cleaning is considered as the activity common to the preparation required for the televised inspection. Such cleaning involves the removal of all sludge, dirt, sand, rocks, grease, light root growth, and other solid and semi-solid materials with such hydraulic or mechanically powered equipment as balls, scooters, brushes, cutters, and water pressure jetting equipment. Sewer cleaning is classified as either standard grade or heavy grade. The use of standard grade cleaning is expected to be applied to all sewer lengths identified under this project. Standard cleaning shall be three (3) passes or less with the cleaning equipment. One pass is considered cleaning from the starting manhole to the finishing manhole and back to the original starting position. However, in those areas where excessive sediment and debris deposits or extensive root growth is found, which cannot be satisfactorily cleaned by standard grade cleaning methods, then heavy grade cleaning will be applied to the extent authorized by the VILLAGE. The VILLAGE must be consulted and work authorized prior to initiating any heavy grade cleaning operations.

If cleaning of an entire section of sewer cannot be successfully performed from one manhole set-up position, then the equipment shall be reset on the next adjacent manhole and the cleaning again attempted. If the sewer section cannot be satisfactorily cleaned, or the equipment again fails to traverse the problem section, it will be assumed that a major blockage exists. In this instance the cleaning shall be suspended for the identified problem section until other measures can be arranged.

If during the televised inspection of the sewer, portions of the pipe section are found not to have been satisfactorily cleaned, then said portions shall be re-cleaned to the satisfaction of the VILLAGE at no additional cost to the VILLAGE. Exception is made for those sections where heavy cleaning is found to be required following a light cleaning activity.

The CONTRACTOR shall, during cleaning operations, take precautions so as to not damage the manhole structures or pipe sections. Damaged portions of the sewer system, if determined by the VILLAGE to be the result of careless operations, shall be repaired at the expense of the CONTRACTOR. All identified unstable or unsound parts of the sewer system shall be documented and brought to the attention of the VILLAGE.

The cleaning equipment to be used in this operation shall be based upon the specific conditions identified. The equipment shall be capable of removing dirt, sand, grease, rocks, bricks, tree roots, and other deleterious materials and obstructions commonly found in sewer pipe lines.

The equipment shall be heavy-duty municipal or industrial grade with a powered unit capable of cleaning in one section, up to 1,200 lineal feet of sewer from a single access point. The jetter equipment shall have the capability of generating a hydraulic pressure in excess of 1,500 pounds per square inch of pressure. The equipment shall be able to pull brushes, swabs, and other implements and shall also have a distance meter so that the location of the cleaning tools can be determined at all times.

The CONTRACTOR is to remove and dispose of all waste material extracted during the sewer cleaning operation in a proper waste disposal facility. The material developed during the cleaning operation shall be removed at the next downstream manhole. Passing material over extended distances, from manhole section to manhole section, which would cause service line blockages or otherwise deter the operation of the sewer system will not be permitted. The CONTRACTOR shall note the approximate volume and type of materials removed from each cleaned section.

### 1. Notification of the Public

The CONTRACTOR shall notify all properties affected by the liner installation work at least 48 hours prior to commencement of the work. The CONTRACTOR shall make every effort to maintain sewer service usage throughout the duration of the project.

# 2. Water Usage

The CONTRACTOR may obtain municipal water in bulk, at no charge, as long as there is not a watering ban in effect, from location(s) approved by the VILLAGE. The contractor shall obtain water from the VILLAGE in accordance with the WATER FOR CONSTRUCTION PURPOSES provision included herein.

#### 3. Line Obstructions

It shall be the responsibility of the CONTRACTOR to clear line obstructions such as solids and roots that will prevent the insertion of CIPP. Line obstructions identified on the prebid video (if available) and/or revealed during the pre-installation CCTV inspection such as dropped joints, or a collapsed or crushed pipe that cannot be removed by conventional sewer cleaning and root cutting equipment shall be removed or repaired by the CONTRACTOR. The CONTRACTOR shall make a point repair excavation to uncover and remove or repair the line obstruction. Such excavation shall be approved in writing by the VILLAGE prior to the commencement of the work. Point repairs approved by the

VILLAGE shall be paid for in accordance with the appropriate SEWER REMOVAL AND REPLACEMENT pay item and special provision included herein.

#### 4. Pre-liner Installation

Using air pressure, a thin, dry felt tube (pre-liner) shall be inserted into the section of pipe to be lined. The polyurethane layer should be against the host pipe after inversion to prevent resin washout from infiltration. Maintain pressure in pre-liner while inverting the resin impregnated felt tube to prevent the resin impregnated felt tube from inverting over folds in the pre-liner. The pre-liner will remain in place after the CIPP has cured. Unless otherwise directed by the ENGINEER, the CONTRACTOR may choose not to install a pre-liner.

The CONTRACTOR shall be responsible to stop any infiltration preventing the proper installation of the CIPP liner per the Manufacturer's installation requirements. Any defects in the pipe liner that are found to be caused by not using a pre-liner shall be replaced at the CONTRACTOR's expense.

#### 5. Flexible Liner Installation

a. The tube shall be inspected for tears and frayed sections. The tube, in good condition, will be vacuum impregnated with the thermoset resin. The resin will be introduced into the tube creating a slug of resin at the beginning of the tube. A set of calibration rollers will assist the resin slug to move throughout the tube. All air in the tube shall be removed by vacuum allowing the resin to thoroughly impregnate the tube. The point of vacuum shall be no further than 25-feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75-feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular to the longitudinal axis of the tube as possible. All resin shall be contained to ensure no public property or persons are exposed to the liquid resin. A resin impregnated sample (wick), shall be retained by the installer to provide verification of the curing process taking place in the host pipe.

The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

- b. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.
- c. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule.
- d. Third party test results supporting the chemical resistance requirements and structural performance of the liner shall be provided to the VILLAGE before project approval. CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM. Samples shall be prepared for all CIPP installations. Approximately 20% of all samples, or at least one per week, shall be tested, unless otherwise determined by the Engineer. If the selected samples fail testing, all remaining samples shall be tested. Liners not meeting the design criteria shall be rejected for payment and removed at the CONTRACTOR's expense. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the minimum design wall thickness as calculated in section B.3 of this document. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.
- e. Where liner is installed through a manhole uninterrupted, the invert shall be maintained smooth through the manhole, with approximately the bottom half of the liner continuous through the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.
- f. A second TV inspection is performed to verify the proper cure of the material, the proper opening of service laterals, and the integrity of the seamless pipe. The VILLAGE will receive a digital format video on a flash or external hard drive documenting the inspection and written report documenting the project. The televising shall be the entire length of sanitary/storm sewer between both manholes regardless of the size of the repair or lining.

**Measurement and Payment:** Payment shall be made at the unit price per lineal foot for CURED-IN-PLACE PIPE LINER (of the diameter specified) indicated on the Bid Proposal and shall include

all labor, materials and equipment including internal cleaning and disposal of debris, internal TV inspection for both before and after conditions, bypass pumping, testing and restoration (4" Topsoil, Class 1A Seeding, and Erosion Control Blanket) necessary to perform the work.

## **COMBINED SEWER REMOVAL**

This work shall consist of the removal and satisfactory disposal of existing combined sewers at locations shown on the plans or as directed by the Engineer. This work shall be done in accordance with Section 551 of the Standard Specifications and as specified herein:

The contractor shall be responsible for the removal and disposal of the existing combined sewer.

Brick and mortaring of abandon inverts shall be included in the cost of COMBINED SEWER REMOVAL, of the size specified.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINED SEWER REMOVAL for all diameter and type of sewers, which price shall be payment in full for completing this work.

All trenches located within 2' of proposed pavement, curb & gutter or sidewalk shall be backfilled in accordance with TRENCH BACKFILL (SPECIAL) of these specifications. Trench backfill shall not be measured and paid for separately but included in the cost of COMBINED SEWER REMOVAL, of the size specified.

#### **INSTALL WATER SERVICE COMPLETE**

This special provision covers installation of a new 1.5 inch water service on the public side.

#### Description

Work under this item shall include all materials and labor required for transferring existing copper water services to the new water main. Included in this item are the costs of tapping the new water main, installation of a new corporation stop, installation of new curb stop and connection to existing service line. The required copper piping and replacement of domestic water service boxes (Buffalo boxes, B-boxes) shall be not paid for separately.

#### **Materials**

Water service lines shall be Type "K" copper tubing of the size indicated on the plans. Corporation stops shall be per ASTM B88. Curb stops shall be per AWWA Standard C800-89 (ASTM B-62–Index 115–855-5-5). Buffalo Boxes shall conform to ASTM A48 / A48M-03 specifications. One and one-half inch upper body for services one inch or less and two inch upper body for services between 1 1/2 inches and 2 inches. All components in contact with potable water shall have no lead and comply with the latest requirements of the Federal Safe Drinking Water Act.

Stainless Steel tapping saddles shall be used on PVC water mains.

All materials shall meet the current "Buy American" requirements.

#### **Construction Methods**

All service lines shall be installed at a minimum depth of 5 1/2 feet below finished grade. All copper services shall be augured or directionally bored under any roadway or sidewalk that is not shown to be removed and replaced. B-box extensions shall only be used with the approval of the Village. Should B-box extensions be required due to improper construction methods by the contractor, the extensions will be installed but will not be measured for payment. Hydro Excavation may be necessary for locating and exposing existing utilities to facilitate construction of the new water service and/or water service box. Should Hydro Excavation be necessary, it will be considered included in the water service and will not be paid for separately. This work shall also consist of removing and disposing of existing water valves and/or water service boxes in accordance with Section 605 of the Standard Specifications and as specified herein. In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed of sufficient size to

both remove the structure and to construct the replacement structure. Backfill shall be included in the cost for INSTALL WATER SERVICE COMPLETE.

The work shall be done only when directed by the Engineer, and may have to be performed on weekends and/or off hours. No additional compensation shall be due to the contractor for performing this work on weekends and/or off hours.

#### **Method of Measurement**

Water service lines will be measured per foot in place from the connection point at the proposed water main to the connection point at the existing water service.

#### **Basis of Payment**

Payment for the connection of services shall include all materials and labor required for transferring existing services to the new water main including corporation stops, compression fittings, and tapping saddles; but excluding new copper piping, curb stops, and replacement B-boxes. The cost of relocating existing services shall be paid for at the contract unit price for each INSTALL WATER SERVICE COMPLETE. Curb Stops will be included in the cost of INSTALL WATER SERVICE COMPLETE. The cost of installing a new buffalo box shall be included in the cost of INSTALL WATER SERVICE COMPLETE.

Buffalo Box Extensions, when required and approved by the Engineer, shall be included in the pay item INSTALL WATER SERVICE COMPLETE.

Removal of the existing water service box shall be included in the pay item INSTALL WATER SERVICE COMPLETE, which price shall include all materials, labor, and equipment required for: site preparation; excavation; disposal of excess excavated materials; backfill placement, compaction and compaction testing; testing/inspection; restoration; and all related work required to complete the work as described herein.

# PLUG WATER MAIN WATER MAIN REMOVAL

Description. This work shall consist of plugging and blocking the existing water main to be abandoned.

Construction. Mechanical caps, as approved by the Engineer, shall be used.

Basis of Payment. This work shall be paid for at the contract unit price per foot for WATER MAIN REMOVAL and per each for PLUG WATER MAIN, of the size specified, which price shall be payment in full for performing the work therein and shall include fittings, all sawcutting, excavation and compaction of backfill (including trench backfill), and any mortaring required around pipes.

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## MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID

This work shall consist of constructing manholes, together with the necessary cast iron frames and lids, in accordance with Section 602 of the "Standard Specifications for Road and Bridge Construction", except as specified herein.

Manholes constructed over proposed or existing sanitary sewers and which are indicated on the plans as sanitary manholes shall be provided with rubber gasketed couplings to ensure a watertight seal between pipe and manhole. The rubber gasketed couplings shall conform to ASTM Specification C-923. Sanitary manholes shall be provided with cast iron steps on 16" centers from frame to invert. The rubber gasketed couplings and steps shall be included in the cost of sanitary manholes and will not be paid for separately.

Lids for sanitary manholes shall have the word "SANITARY" cast into them. Lids for storm sewer manholes shall have the word "STORM" cast into them.

This work shall be paid for at the Contract unit price per each for MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID, together with the specified frames and grates or lids.

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

**Description.** This item shall consist of the removal of the existing water valve vaults, as shown on the plans. Removal shall include the excavation and physical removal and disposal of the valve vaults.

For valve vaults located outside the limits of the roadway, the removal shall include the excavation and physical removal of the structures and backfilling the void left by the valve vaults with earthen backfill.

For valve vaults located within the limits of the roadway, the removal and replacement of the asphalt pavement shall be paid for separately at the contract unit price of the required items. The removal shall include the excavation and physical removal of the valve vaults and backfilling the void left by the valve vaults with Trench Backfill. Trench Backfill needed to complete the removal shall be considered included in the cost of VALVE VAULTS TO BE REMOVED.

**Method of Measurement and Basis of Payment.** This item will be measured and paid for at the contract unit price per EACH for VALVE VAULTS TO BE REMOVED, which price shall include all materials, labor, and equipment required for: site preparation; excavation; disposal of excess excavated materials; backfill placement, compaction and compaction testing; testing/inspection; and all related work required to complete the work as described herein.

## FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

**Description.** This work shall be performed in accordance with Sections 602 and 603 of the Standard Specifications and sheet BD-08 of the District One Details with the following alterations:

These items of work shall be performed as directed by the Engineer in conformance with applicable provisions of Sections 353, 406, 602 and 603 of the "Standard Specifications for Road and Bridge Construction". This work shall be completed in accordance with the Details for Frames and Lids Adjustment with Milling (BD-8) in the Plans, and shall include the following:

Stage I (Before Pavement Milling or Removal)

- A. Remove pavement from around the structure.
- B. Remove the existing frame and lid from the structure.
- C. Cover the structure opening with a 36" diameter metal plate.
- D. Backfill with crushed stone and a minimum 1½" thick bituminous material approved by the Engineer.

Stage II (After Pavement Milling or Removal/Binder)

- A. Remove the bituminous material and crushed stone.
- B. Install the frame and lid; adjust the frame to its final surface elevation.
- C. The surrounding space shall be filled with Class PP-2 concrete to the elevation of the surface of the existing base course.

Drainage and utility structures shall be understood to include catch basins, manholes, inlets, and valve vaults which lie within the bituminous roadway.

Existing frames and lids to be replaced shall be returned to Forest Park Public Works.

Each structure adjustment shall be limited to two adjustment rings. All rings on all FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) shall be preformed rubber. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

A Type 1 frame, open lid shall be replaced on structures as directed by the engineer in the field.

**Basis of Payment.** This work shall be paid for at the contract unit price per EACH for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL), which price shall include all labor, material and equipment required to complete the work as specified.

#### **CONSTRUCTION LAYOUT**

**Description.** The Contractor shall be required to complete the construction layout for this project. The Contractor shall provide field forces, equipment and material to set all layout for this project, which is needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to set a proposed grade line (PGL) and ditch profile. All driveways shall be surveyed prior to determining the PGL. This information shall be kept in a field book and available to be reviewed by the Engineer. Stakes for line and grade of pavement shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure the PGL is acceptable.

#### **Responsibilities of the Contractor**

The Contractor shall set the centerline of the roadway based on the existing center of pavement, which shall be reviewed and approved by the Engineer.

The Contractor shall set the horizontal PGLs as shown on the attached typical sections using a ten-foot offset left and right from the centerline of the roadway. This shall be marked in the field every 50 feet to be reviewed and approved by the Engineer.

The Contractor shall survey the existing roadway at both PGLs and centerline every 50 feet and all driveway locations. This information shall be recorded directly in a field book to be reviewed by the Engineer.

The Contractor shall design and layout the proposed PGL using offset stakes and grade hubs, which shall be reviewed and approved by the Engineer. The proposed PGLs shall be based on, but may not necessarily match, the existing PGL grades.

The Contractor shall layout the proposed ditch profile and driveway culverts as shown on the plans.

All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.

Work shall be sealed by an Illinois Registered Land Surveyor or Engineer.

**Method of Measurement and Basis of Payment.** This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

#### DRAINAGE STRUCTURES TO BE RECONSTRUCTED

**Description:** This work shall be in accordance with Sections 503, 602, and 603 of the Standard Specifications.

Connections to the existing sewer shall be made using (non-shear) flexible couplings with stainless steel shear rings. Couplings and pipe shall be included in the cost of this pay item and will not be paid for separately.

This item shall consist of re-mortaring/tuckpointing all sewer pipe entry points and installation of a new precast cone section or precast concrete flat slab top in accordance with standard drawing 602001-02. Concrete flat slab tops shall only be used where a cone cannot be installed due to lack of clearance. The CONTRACTOR shall be responsible for verifying size, inverts, and locations of existing sewers to be connected to the proposed cone.

The space between the sides of the excavation and the outer surfaces of the catch basin, manhole, inlet, or valve vault shall be backfilled with coarse aggregate.

Removing frames and lids on reconstructed structures will not be paid separately, but shall be considered as included in the unit price bid for DRAINAGE STRUCTURES TO BE RECONSTRUCTED.

The structure that is to be reconstructed shall be cleaned of debris and cracked and/or broken mortar shall be removed. If there is flow in the structure, inlet pipes must be plugged temporarily, and water pumped out to perform the work. The CONTRACTOR shall repair and re-mortar around pipes; joints between blocks, sections, and rings; and under the frame as required to rehabilitate the structure. As part of the unit price for this work, each structure to be reconstructed shall also be cleaned.

**Method of Measurement and Basis of Payment:** This work shall be measured and paid for at the contract unit price per EACH for DRAINAGE STRUCTURES TO BE RECONSTRUCTED, which price shall include all labor, materials, and equipment necessary to complete this work as specified herein.

## **DRAINAGE STRUCTURE TO BE REMOVED**

<u>Description:</u> This work shall consist of removing and disposing of existing manholes, catch basins and inlets in accordance with Section 605 of the Standard Specifications and as specified herein.

<u>Construction Requirements:</u> In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed sufficient to remove the structure and construct the replacement structure.

<u>Method of Measurement and Basis of Payment:</u> This work shall be measured and paid for at the contract unit price per EACH for DRAINAGE STRUCTURE TO BE REMOVED. The word DRAINAGE STRUCTURE shall be understood to mean manhole, catch basin or inlet as the case may be. This price shall also include all necessary trench backfill.

## **REMOVE EXISTING SIGN POST**

**Description**. This work shall consist of removing and disposing of existing metal sign posts at locations shown on the plans, in accordance with Section 724 of the Standard Specifications. Any holes left from the removal of the metal sign posts shall be backfilled with suitable material approved by the Engineer and the surface of the filled hole shall be treated to match the surrounding area. Existing metal sign posts shall be disposed of according to Article 202.03 of the Standard Specifications.

Measurement & Payment. This work will be measured for payment per each for REMOVE EXISTING SIGN POST, which price shall include the removal and disposal of existing metal post and all labor, materials, and equipment required to complete this work.

## **PIPE (SPECIAL)**

**Description.** This work shall consist of the installation of water main quality pipe in areas where the storm or combo sewer line crosses above the water main or as indicated by the engineer. All work shall be performed in accordance with Sections 550 & 561 of the Standard Specifications and Sections 40 & 41 of the "Standard Specifications for Water and Sewer Main Construction in Illinois," current edition.

**Materials.** All pipe materials shall conform to Section 40-2 of the Standard Specifications for Water and Sewer Main Construction in Illinois. The materials shall be approved by the Village prior to their installation. The water main quality pipe shall be connected to the storm sewer pipe on both ends by use of non-shear mission couplings with stainless steel bands or a method approved by the Village. The cost of these connections shall be included in the cost of this item.

**Method of Measurement.** Water main quality storm or combo sewer will be measured for payment in place in feet. When the storm or combo sewer enters a manhole, inlet, or catch basin, the measurement will end at the inside wall of the manhole, inlet or catch basin.

**Basis of Payment.** This work shall be measured and paid for at the contract unit price per FOOT for PIPE (SPECIAL), of the size specified which price shall include all labor, equipment, and materials necessary to perform said work. Backfill under or within two feet of pavements and sidewalks shall be paid for as specified for TRENCH BACKFILL (SPECIAL).

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

Effective: March 15, 2011 Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

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

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

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

Revise the first sentence of Article 603.07 to read:

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

Village of Forest Park
Jackson Blvd. Watermain and STP Resurfacing
(IDOT Contract No. 61L90)

(IDOT Section No. 25-00121-00-RS)

**Cook County** 

(D-1) CLASS D PATCHES (SPECIAL)

Effective: July 24, 2020

<u>Description</u>. This work shall consist of all labor, materials and equipment necessary to construct Class D Patches at the locations shown on the plans and/ or locations determined by the Resident Engineer in the field. The work shall be performed according to Section 442 of the Standard Specifications, except as modified herein.

Delete Note 2 from Article 442.02 of the Standard Specification and replace with the following:

"Note 2. The mixture composition of the HMA used shall be binder course and surface course as specified in the Hot-Mix Asphalt Mixtures Requirements table in the plans."

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price per square yard of CLASS D PATCHES, of the type and thickness specified, (SPECIAL).

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## (D-1) CLEANING EXISTING DRAINAGE STRUCTURES

Effective: September 30, 1985

Revised: May 1, 2022

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be determined in the field by the Engineer.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned according to Article 602.15 of the Standard Specifications. This work will be paid for according to accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned by the Engineer will be cleaned according to Article 602.15 of the Standard Specifications.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED, and at the contract unit price per foot (meter) for STORM SEWERS TO BE CLEANED, of the diameter specified.

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

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

Add the following to Article 603.02 of the Standard Specifications:

- (j) Temporary Rubber Ramps (Note 2)

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

to be protected meets the proper sizing requirements for the rubber ramps as shown below.

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

Placement shall be according to the manufacturer's specifications.

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

# (D-1) FRICTION AGGREGATE

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination 5/:
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
НМА	Stabilized Subbase	Allowed Alone or in Combination 5/:
Low ESAL	or Shoulders	Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete

Use	Mixture	Aggregates Allowe	ed	
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or Crushed Gravel Carbonate Crushe Crystalline Crushe Crushed Sandston Crushed Slag (ACB Crushed Concrete	d Stone le BF)	
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	Allowed Alone or in Combination 5/:  Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>		
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	Crushed Gravel	e BF)	
		Other Combinatio	ns Allowed: With	
		25% Limestone	Dolomite	
		50% Limestone	Any Mixture D aggregate other than Dolomite	
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone	

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

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

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

# (D-1) HOT-MIX ASPHALT BINDER AND SURFACE COURSE

Effective: November 1, 2019 Revised: January 1, 2026

Add the following to the end of Article 406.06(c) of the Standard Specifications:

" The amount of HMA binder course placed shall be limited to that which can be surfaced during the same construction season."

Revise the fifteenth through eighteenth paragraphs of Article 406.14 of the Standard Specifications to read:

" The mixture used in constructing acceptable HMA test strips will be paid for at the contract unit price. Unacceptable HMA test strips shall be removed and replaced at no additional cost to the Department."

Revise Article 1004.03(c) to read:

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

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

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

- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

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

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

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

"High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, SMA 9.5
		Stabilized Subbase IL-19.0
	Cumfo oo Coursoo	IL-9.5, IL-9.5FG,
	Surface Courses	SMA 12.5, SMA 9.5"

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

"Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6)

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(h) Fibers (Note 2)

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

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

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

"MIXTURE COMPOSITION (% PASSING) 1/													
Sieve Size	IL-19.0 mm		SMA 12.5		SMA	SMA 9.5		IL- 9.5mm		IL-9.5FG		IL-4.75 mm	
3126	min	max	min	max	min	max	min	max	min	max	min	max	
1 1/2 in													
(37.5 mm)													
1 in.		100											
(25 mm)		100											
3/4 in.	90	100		100									
(19 mm)	50	100		100									
1/2 in.	75	89	80	100		100		100		100		100	
(12.5 mm)	,,,	05	00	100		100		100		100		100	
3/8 in.				65	90	100	90	100	90	100		100	
(9.5 mm)				03		100	30	100		100		100	
#4	40	60	20	30	36	50	34	69	60	75 <sup>6/</sup>	90	100	
(4.75 mm) #8													
(2.36 mm)	20	42	16	24 <sup>4/</sup>	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	70	90	
#16													
(1.18 mm)	15	30					10	32	25	40	50	65	
#30													
(600 μm)			12	16	12	18			15	30			
#50													
(300 µm)	6	15					4	15	8	15	15	30	
#100													
(150 µm)	4	9					3	10	6	10	10	18	
#200			_	2/		- 2/	_			_		2/	
(75 μm)	3.0	6.0	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 3/	
#635													
(20 µm)			_ ≤ :	3.0	≤ 3	3.0							
Ratio													
Dust/Asphalt		1.0		1.5		1.5		1.0		1.0		1.0	
Binder													

<sup>1/</sup> Based on percent of total aggregate weight.

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

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

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

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

1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.

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

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

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

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."

Add Article 1030.06(d)(3) to the Standard Specifications to read:

"(3) The Contractor shall take possession of any Department unused backup or dispute resolution HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer and may add these materials to RAP stockpiles according to Section 1031."

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 (Gmm) will be based on the running average of four available Department test results for that project. If less than four Gmm test results are available, an average of all available Department test results for that project will be used. The initial Gmm 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 Gmm."

Revise the Quality Control Limits table in Article 1030.09(c) to read:

CONTROL LIMITS								
Parameter	IL-19.0, IL-9.5, IL-9.5FG, IL-19.0L, IL- 9.5L		SMA-12.5, SMA-9.5		IL-4.75			
	Individual	Moving	Individual	Moving	Individual	Moving		
	Test	Avg. of 4	Test	Avg. of 4	Test	Avg. of 4		
% Passing <sup>: 1/</sup>								
1/2 in. (12.5 mm)	±6%	± 4 %	±6%	± 4 %				
3/8 in. (9.5mm)			± 4 %	± 3 %				
# 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %				
# 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %				
# 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %		
# 30 (600 μm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %				
Total Dust Content # 200 (75 μm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %		
Asphalt Binder	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %		

Content						
Air Voids <sup>2/</sup>	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
Field VMA <sup>3/</sup>	-0.7 %	-0.5 %	-0.7 %	-0.5 %	-0.7 %	-0.5 %

- 1/ Based on washed ignition oven or solvent extraction gradation.
- 2/ The air voids target shall be 3.2 to 4.8 percent.
- 3/ Allowable limit below minimum design VMA requirement.

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 (Gmm) will be the Department mix design verification test result."

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

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

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

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	V <sub>D</sub> , P , T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	$V_S$ , $T_B$ , $T_F$ , $O_T$	As specified in Section 1030
IL-4.75 and SMA 3/4/	T <sub>B</sub> , 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030

	T <sub>B</sub>	T₅	As specified in
Mixtures on		-'	Articles 582.05 and
Bridge Decks <sup>2/</sup>			582.06.

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

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

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

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

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

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

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production. To be considered acceptable to remain in place, the Department's mixture test results shall meet the acceptable limits stated in Article 1030.09(i)(1). In addition, no visible pavement distress such as, but not limited to, segregation, excessive coarse aggregate

fracturing outside of growth curves, excessive dust balls, or flushing shall be present as determined by the Engineer."

#### (D-1) HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION

Effective: January 1, 2019 Revised: January 1, 2026

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

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

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

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

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be  $7.5 \pm 0.5$  percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

In the Supplemental Specifications, replace the addition of the paragraph between the third and fourth paragraphs of Article 1030.10 with the following:

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results

shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

Replace the eleventh paragraph of Article 1030.10 of the Standard Specifications with the following:

"If an initial Hamburg wheel or I-FIT test fails to meet the requirements of Article 1030.05(d), the Department will verify the results by testing the retained gyratory cylinders. Upon notification by the Engineer of a Hamburg wheel or I-FIT test failure on the retained gyratory cylinders, the Contractor shall substitute an approved mix design, submit a new mix design for mix verification testing according to Article 1030.05(d), or pave 250 tons with or without an adjustment and resample for Department Hamburg wheel and I-FIT testing as directed by the Engineer. Paving may continue as long as all other mixture criteria is being met. If Hamburg wheel or I-FIT tests on the resampled HMA fail, production of the affected mixture shall cease and the Contractor shall substitute an approved mix design or submit a new mix design for mix verification testing according to Article 1030.05(d)."

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

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

#### (D-1) MAINTENANCE OF ROADWAYS

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

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

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

#### (D-1) MINERALIZED CARBON DIOXIDE CONCRETE

Effective: January 1, 2026

<u>Description</u>. This work shall consist of the proportioning, mixing, placement, curing, and evaluation testing of portland cement concrete that utilizes an admixture which promotes carbon dioxide ( $CO_2$ ) mineralization or an equivalent effect at the Contractor's option.

Materials. Materials shall be according to the following.

<u>Item</u>	<u>Article/Section</u>
(a) Portland Cement Concrete (Note 1)	1020
(b) Concrete Admixtures (Note 2)	1021

Note 1: Concrete shall meet the requirements of Class SI concrete used for the construction of curb and gutter, driveways, sidewalks and other applications as allowed by the Engineer. However, the mix design cement content shall be reduced by 3 to 6 % and an admixture which promotes CO <sub>2</sub> mineralization, or an equivalent effect shall utilized.

Note 2: The admixture which promotes CO <sub>2</sub> mineralization, or an equivalent effect shall be food grade quality from a nearby supplier. In addition, it 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. Testing according to AASHTO M 194 and other testing if required by the Engineer shall be by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Test data required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01 and other testing data, if required by the Engineer, shall be submitted 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.

Mix Design Verification and Evaluation. The mineralized CO <sub>2</sub> concrete mix design will be verified by the Engineer. Verification of a mix design shall in no manner be construed as acceptance of any mixture produced.

Equipment. Equipment shall be according to applicable portions of Sections 420, 424, 483, and 606; except special equipment needed for production of mineralized CO  $_2$  concrete shall be approved by the Engineer.

<u>Construction Requirements.</u> Construction requirements shall be according to applicable portions of Sections 420, 424, 483, and 606.

The placement locations for the mineralized CO  $_{\rm 2}$  concrete shall be according to the plans or as directed by the Engineer.

The same mixture proportions shall be used for the entire project, unless otherwise stated in the project documents. If during the project there is a change in the type or source of the cement, finely divided minerals, aggregates, or CO <sub>2</sub> mineralization admixture; the mixing shall be suspended, and a new mix design shall be developed, and re-verified.

The cost of this work shall be included in the contract unit price of the PCC pay item involved.

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

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

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

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

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

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

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

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

#### (D-1) STORM SEWER ADJACENT TO OR CROSSING WATER MAIN

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

This work consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. The material and installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications; which may include concrete collars and encasing pipe with seals if required.

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

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

<u>Basis of Payment</u>: This work will be paid according to Article 550.10 of the Standard Specifications, except the pay item shall be STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified.

#### (D-1) TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996 Revised: January 29, 2020

#### Description.

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

#### Materials.

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

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

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.
- Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

#### **GENERAL CONSTRUCTION REQUIREMENTS**

#### Installation.

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

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

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

#### Method of Measurement.

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

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

#### Basis Of Payment.

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

#### (D-1) TRAFFIC CONTROL PLAN

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

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

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

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

#### **STANDARDS**:

701006-05	701701-10
701301-04	701801-06
701311-03	701901-11
701501-06	780001-05

#### **DETAILS**:

Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)
District One Typical Pavement Markings (TC-13)
Short Term Pavement Marking Letters and Symbols (TC-16)
Arterial Road Information Sign (TC-22)

#### **SPECIAL PROVISIONS**:

Maintenance of Roadways (D-1)
Public Convenience and Safety (D-1)
Temporary Information Signing (D-1)
Vehicle and Equipment Warning Light (BDE)
Work Zone Traffic Control Devices (BDE)
Short Term and Temporary Pavement Markings (BDE)
Pavement Marking (BDE)

#### **AVAILABLE REPORTS**

☐ No project specific reports were prepared.
When applicable, the following checked reports and record information is available for Bidders reference upon request:
☐ Record structural plans
☐ Preliminary Site Investigation (PSI)
☐ Preliminary Environmental Site Assessment (PESA)
☐ Soils/Geotechnical Report
☐ Boring Logs
☑ Pavement Cores
☐ Location Drainage Study (LDS)
☐ Hydraulic Report
☐ Noise Analysis
☑ Other: <u>LPC 663</u>
Those seeking these reports should request access from:
Jim Amelio, P.E. Group Lead, (jamelio@cbbel.com)
Jeff E. Househ, CE.T-IV, Design Engineer, (jhouseh@cbbel.com)
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Rd. Rosemont, IL 60018

847-823-0500 | 847-823-0520 (Fax) Available: Monday-Friday (8am-4pm)

#### IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012 Revised: February 2, 2017

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

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

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

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

Finally, the Contractor must maintain all records it creates as a result of participation in the

Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

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

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

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

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions

to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

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

#### SPECIAL PROVISION FOR INSURANCE

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

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

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

Village of Forest Park				

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

# State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets SPECIAL PROVISION

FOR

LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA Effective: January 1, 2022

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

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

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

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

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

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

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

	Density Verification Method
X	Cores
	Nuclear Density Gauge (Correlated when
	paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations". The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800

m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day's paving will be less than the prescribed density testing interval, the length of the day's paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

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

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

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

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

#### ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 West Iles Avenue; Post Office Box 19276; Springfield, IL 62794-9276

Division of Public Water Supplies Telephone 217/782-1724

#### **PUBLIC WATER SUPPLY CONSTRUCTION PERMIT**

SUBJECT: FOREST PARK (IL0310900)

Permit Issued to: Village of Forest Park 517 Des Plaines Ave. Forest Park, IL 60130

PERMIT NUMBER: 0143-FY2026 DATE ISSUED: September 3, 2025

PERMIT TYPE: Water Main Extension

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

FIRM: Christopher B. Burke Engineering, Ltd.

NUMBER OF PLAN SHEETS: 45

TITLE OF PLANS: "Jackson Boulevard Watermain and Resurfacing"

APPLICATION RECEIVED DATE: August 12, 2025

PROPOSED IMPROVEMENTS:

\*\*\*The installation of approximately 3180 feet of 8-inch water main. \*\*\*

#### ADDITIONAL CONDITIONS:

1. When replacing water mains with lead service lines or partial lead service lines connected to them, the owner or operator of the community water supply shall provide the owner or operator of each potentially affected building that is serviced by the affected lead service lines or partial lead service lines, as well as the occupants of those buildings, with an individual written notice. The lead informational notice shall be provided at least 14 days prior to permitted water main work. The notification provided by the community water supply must satisfy the requirements of Section 17.12(jj) of the Act, 415 ILCS 5/17.12(jj). A copy of the notice used must be submitted to the Agency with the Application for Operating Permit.

The owner or operator of a community water supply planning to partially replace only the supplier-owned portion of the lead service line must notify the service line's owner, or the owner's authorized agent, and any non-owner residents the service line serves at least 45 days before the replacement. The notice must explain that the supplier will replace the supplier-owned portion of the service line and offer to replace the customer-owned portion.

2. When the owner or operator of a community water supply replaces a water main, the community water supply shall identify all lead service lines connected to the water main and shall comply with the requirements of Section 17.12 of the Act, 415 ILCS 5/17.12 and Ill. Adm. Code, Title 35, Subtitle F, Section 611.354 for lead service line replacement. Galvanized service lines must also be replaced if the galvanized service line is or was connected downstream to the lead piping. The owner or operator of a community water supply must also replace any lead gooseneck, pigtail or connector it owns when encountered and offer to replace any customer-owned lead gooseneck, pigtail, or connector.

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Forest Park, IL0310900 Jackson Boulevard Watermain and Resurfacing Page 2

The owner or operator of a community water supply conducting a full lead service line replacement must comply with the requirements of Ill. Adm. Code, Title 35, Subtitle F, Section 611.354(e). Notification must be provided to the service line's owner, or the owner's authorized agent, and any non-owner residents the service line serves within 24 hours after completing the replacement. The notice must comply with the requirements of Ill. Adm. Code, Title 35, Subtitle F, Section 611.355(a). The supplier must inform consumers about service line and premise plumbing flushing using the procedure submitted with the Lead Service Line Replacement Plan. The owner or operator of a community water supply must provide the consumer with a pitcher filter or point-of-use treatment device to reduce lead, six-months of replacement cartridges, and use instructions before returning the replaced service line to service. If the lead service line serves more than one residence or multi-unit building, the owner or operator must provide a filter, six months of replacement cartridges and use instructions to every unit in the building. The owner or operator of a community water supply must offer to the consumer to collect a follow-up tap sample between three and six months after replacing the lead service line and provide the results to the consumer.

For any partial lead service line replacements, in addition to complying with the 45-day notification requirement before replacement, the supplier must provide notice complying with Ill. Adm. Code, Title 35, Subtitle F, Section 611.355(a) before returning a service line to service. The owner or operator of a community water supply conducting a partial lead service line replacement must also comply with the requirements 35 Ill. Adm. Code, Title 35, Subtitle F, Section 611.354(d). The supplier must inform consumers about service line and premise plumbing flushing using the procedure submitted with the Lead Service Line Replacement Plan. The owner or operator of a community water supply must provide the consumer with a pitcher filter or point-of-use treatment device to reduce lead, six-months of replacement cartridges, and use instructions before returning the replaced service line to service. If the lead service line serves more than one residence or multi-unit building, the owner or operator must provide a filter, six months of replacement cartridges and use instructions to every unit in the building. The owner or operator of a community water supply must offer to the consumer to collect a follow-up tap sample between three and six months after replacing the lead service line and provide the results to the consumer.

- 3. A statement must be submitted with the Application for Operating Permit indicating either that no full or partial lead service lines or galvanized requiring replacement were identified or that Section 17.12 of the Act and Ill. Adm. Code, Title 35, Subtitle F, Section 611.354 was complied with for this project.
- 4. All water mains shall be satisfactorily disinfected prior to use pursuant to Ill. Adm. Code, Title 35, Subtitle F, Section 602.310. Two consecutive sets of samples collected at least 24 hours apart must show the absence of coliform bacteria. The samples must be collected from every 1,200 feet of new water main along each branch and from the end of the line. An operating permit must be obtained before the project is placed in service. The application for operating permit and supporting documents can either be mailed to this office or emailed to EPA.PWSPermits@illinois.gov. Use of the email address is preferred.
- 5. The permit approval is for the 45 plan sheets received on August 12, 2025, Schedule B received on August 22, 2026, and Application for Construction form received on September 2, 2025.

CLJ:JAR

cc: Christopher B. Burke Engineering, Ltd.
Elgin Regional Office
Cook County Health Department
IDPH/DEH – Plumbing and Water Quality Program

Chris Johnston LTAR

Chris Johnston, P.E.
Manager Permit Section
Division of Public Water Supplies

IL 532-0168/PWS 065 Rev. 04-2007

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

The Illinois Environmental Protection Agency Act (415 ILCS 5/39) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

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

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

IL 532-0168/PWS 065 Rev. 04-2007



#### WATERSHED MANAGEMENT PERMIT

# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

LOCAL SEWER SYSTEMS SECTION
111 EAST ERIE STREET, CHICAGO, IL 60611
www.mwrd.org/wmo

#### INSTRUCTIONS FOR COMPLETING PERMIT FORM

Submit a signed copy of the Watershed Management Permit application electronically through the Watershed Management Ordinance Permit Application Submittal System (WPASS) at <a href="www.mwrd.org/wpass">www.mwrd.org/wpass</a>. Include any other applicable permit schedules with the application and check the appropriate boxes. Submit a signed and sealed copy of the plan set. If applicable, submit the Fee Payment Voucher and Payment Receipt. Payments can be mailed to the address at the top of this form or submitted electronically at <a href="https://mwrd.org/form/lsss-payment">https://mwrd.org/form/lsss-payment</a>. For any questions or assistance with submitting the permit application please email us at <a href="https://wwwd.org">wpass@mwrd.org</a> or call (312) 751-3255.

NAME AND LOCATION OF PROJ Name of Project (as shown on the plan	set): <u>Jackson Boulevard Wat</u>			
Location of Project (address or with re-	spect to two major streets): 1	ackson Boulevard		
Municipality (Township, if unincorporate	ated): Forest Park			
PIN (include all impacted, use additional		,		
	<u> </u>			
SEWER AREA OF PROJECT				
Combined Sewer Area	☐ Sepa	arate Sewer Area		
APPLICABLE PERMIT SCHEDUL	ÆS			
Project Information (Required for	r all projects)	WMO Schedule A	(Page 5 of 9)	
Sewer Summary (Required for	r all projects)	WMO Schedule B	(Page 6 of 9)	
Sewer Connections (Required for	r all projects)	WMO Schedule C	(Page 7 of 9)	
☐ Detention & Stormwater Management Facilities (WMO) WMO Schedule D (2 Pa				
☐ Detention & Stormwater Managen	nent Facilities (Legacy)	WMO Schedule D-Legacy	(4 Pages)	
Public Lift Station and/or Force M	WMO Schedule E	(2 Pages)		
☐ Characteristics of Waste Discharge	e	WMO Schedule F	(2 Pages)	
☐ Treatment or Pretreatment Facilitie	WMO Schedule G	(2 Pages)		
☐ Hazard Areas (Floodplain / Flood	WMO Schedule H	(2 Pages)		
			(1 Page)	
Affidavit of Disclosure of Property Interest WMO Schedule K (2 Pag				
Notice of Requirements for Storm	Notice of Requirements for Storm Water Detention WMO Schedule L (2 Page			
Outfall, Direct Connection, District	t Owned or Leased Property	WMO Schedule O	(1 Page)	
Soil Erosion and Sediment Contro	1	WMO Schedule P	(1 Page)	
Recording and Maintenance	Recording and Maintenance WMO Schedule R (2 Pa			
☐ Wetlands and Wetland Buffer Areas WMO Schedule W (2				
☐ Current Survey of Property Interes	Current Survey of Property Interests (Required for most projects) Exhibit A			
DISTRI	CT or AUTHORIZED MU	INICIPALITY USE ONLY	s. deads	
Application Received:	8/5/2025	Permit Issued: 9/30/2025		
PERMIT ISSUED I	BY: DISTRICT	Authorized Municipality		

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#### WMO PERMIT GENERAL CONDITIONS

- Definitions. The definitions of Appendix A of the Watershed Management Ordinance are incorporated into this Watershed Management Permit by reference. Additionally, the following words and phrases shall be defined as follows:
  - a) Building and Occupancy Permit. Building and Occupancy Permit issued by the Municipality.
  - b) Design Engineer. A Professional Engineer who prepares plans and specifications for the project, and signs the Watershed Management Permit Application.
  - c) Inspection Engineer. A Professional Engineer who inspects the development to ensure compliance with the design plans, specifications, a Watershed Management Permit, and the Watershed Management Ordinance.
  - d) Permit. Watershed Management Permit.
  - General Conditions. General Conditions contained in a Watershed Management Permit.
  - Special Conditions. Special Conditions of this Watershed Management Permit.
- 2. Adequacy of Design. The schedules, plans, specifications and all other data and documents submitted for this Permit are made a part hereof. The Permit shall not relieve the Design Engineer of the sole responsibility for the adequacy of the design. The issuance of this Permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.
- Joint Construction and Operation Permits. Unless otherwise stated by the Special Conditions, the issuance of this Permit shall be a joint construction and operation permit, provided that the Permittee or Co-Permittee has complied with all General and Special Conditions.
- 4. Allowable Discharges. Discharges into the Sanitary Sewer system constructed under this Permit shall consist of sanitary Sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this Permit. Stormwater shall not be permitted to enter the Sanitary Sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the Sanitary Sewer system.
- 5. Construction Inspection. All erosion and sediment control facilities, Stormwater Facilities, Detention Facilities, and Qualified Sewer Construction shall be inspected and approved by an Inspection Engineer acting on behalf of the Permittee or the Owner of the

- project, or by a duly authorized and competent representative of the Inspection Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.
- 6. Maintenance. Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, Sanitary Sewer lines, Combined Sewer lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the Permittee, the Co-Permittee, the property served, the Owner and the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property, unless the District has authorized assignment of the permit.
- 7. Indemnification. The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless the Metropolitan Water Reclamation District of Greater Chicago ("District", "MWRD", or "MWRDGC") and its Commissioners, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District and its Commissioners, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the District and its Commissioners, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless an Authorized Municipality and its elected officials, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Authorized Municipality and its elected officials, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality

#### WMO PERMIT GENERAL CONDITIONS

of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the Authorized Municipality and its elected officials, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

8. Sewer Construction by District. Permittee understands and acknowledges that the District has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this Permit is issued, and that by the District constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this Permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

Therefore, by accepting this Permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the District and its Commissioners, officers, employees, servants, and agents of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the District and its Commissioners, officers, employees, servants, and agents for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the District of sewer service facilities in the service area contemplated by this Permit, the rendering of such services, which District facilities and services decrease the value of the facilities constructed by the Permittee under this Permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under 70 ILCS 2605/19; the taking of private property for public use without due compensation; the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.

9. Third Parties. Regarding Qualified Sewer Construction, this Permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the District or of any other parties, (b) to construct outside of the territorial boundaries of the District except as allowed under an extraterritorial service agreement, (c) to construct or encroach upon the territorial boundaries of any units of local government within the District, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.

- 10. Costs. It is expressly stipulated and clearly understood that the Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, or facilities for which the Permit is issued shall be constructed, operated and maintained at no cost to the District.
- 11. Other Sewer Construction. The District reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to a District interceptor and/or in public right-of-ways of District easements, and to introduce additional Sewage flow through this connection into the intercepting sewer of said District.
- 12. Change of Use. This Permit shall be incorporated in the Building and Occupancy Permit for the Building or Buildings served under this Permit. The Owner or occupant of any Building served under this Permit shall not cause, or permit, a change of use of the Building to a use other than that indicated in this Permit without first having obtained a written permission from the Executive Director of the District.
- 13. Interceptors Overloading. The District hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
- 14. Transferability. This Permit may not be assigned or transferred without the written consent of the Executive Director of the District or Enforcement Officer of an Authorized Municipality. However, a Sole Permittee may be required to assign or transfer the Permit when divesting itself of ownership to a third-party and should notify the District prior to such divestment so that the District may determine whether assignment to the new owner is necessary.
- 15. Termination. The District has the right to enforce or revoke a Permit issued by either the District or an Authorized Municipality as outlined in Article 12 of the Watershed Management Ordinance.

It is understood and agreed that in the event the Permittee shall default on or fail to perform and carryout any of the covenants, conditions or provisions of this Permit and such default or violation shall continue for sixty (60) days after receipt of notice thereof in writing given by the Executive Director of the District, then it shall be lawful for the District at or after the expiration of said sixty (60) days to declare said Permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this Permit. If the

#### 2025-0233

#### WMO PERMIT GENERAL CONDITIONS

Permittee fails to do so, the District shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the District for said disconnection.

- 16. Rights and Remedies. The various rights and remedies of the District contained in this Permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the District to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the District to pursue any other rights or remedies provided under the terms and provisions of this Permit or under any applicable rules, regulations, ordinances or laws.
- 17. Expiration. This Permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired Permit is deemed construction without a Permit. All construction under this Permit shall be completed within three (3) years after the date of permit issuance. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one (1) year period indicated will be considered from the date of final court action.
- 18. Revocation. In issuing this Permit, the District or Authorized Municipality has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this Permit, and all the rights of the Permittee hereunder shall immediately become null and void.
- 19. Advance Notice. The Permittee shall give the District or Authorized Municipality advance notice of at least two working days prior to the following: mobilization and installation of Erosion and Sediment Control Practices; commencement of construction; excavation for Qualified Sewer Construction; Major Stormwater Systems and Detention Facilities under this Permit; and completion of construction. When advance notice is given, the Permittee shall provide the Permit number, municipality and location.
- 20. Compliance with Plans and Specifications. All construction shall be in accordance with the plans and specifications submitted for this Permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or Permit requirements shall be permitted unless revised plans have been submitted to, and approved by the District or Authorized Municipality. The Permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the jobsite at all

times during construction and until final inspection and approval by the District or Authorized Municipality.

- 21. Testing and Approval. All construction under this Permit shall be subject to inspection, testing and approval by the District. All testing shall be made, or caused to be made, by the Permittee at no cost to the District and in the presence of the District representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the District. No sewer or other facilities shall be put in service until all the conditions of the Permit have been satisfactorily met.
- 22. Record Drawings. Before final inspection and approval by the District or an Authorized Municipality, the Permittee shall furnish, or cause to be furnished to the District or an Authorized Municipality, a set of Record drawings and Schedule R for the site stormwater plan. Detention Facilities, Stormwater Facilities, and Qualified Sewer Construction.
- 23. Compliance with Rules and Regulations. The Permittee hereby expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this Permit shall not constitute a waiver of any applicable requirements.
- 24. Severability. The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit, is held invalid, the remaining provisions of this Permit shall continue in full force and effect.
- Property Rights. This Permit does not convey any property rights of any sort, or any exclusive privilege.
- 26. Conflict with Other Conditions. In the case of conflict between these General Conditions and any other condition(s) in this permit, the other condition(s) shall govern.

#### Watershed Management Permit No. 2025-0233 WMO SCHEDULE A PROJECT INFORMATION 1. NAME OF PROJECT Jackson Boulevard Watermain and Resurfacing (as shown on the plans) 2. APPURTENANCES (check all applicable items) ☐ Public Lift Station Drop Manholes Siphon (Submit Sch. O) (Submit Sch. E) ☐ Stream Crossing ☐ Direct Connections to District → Describe 3. RECEIVING SANITARY/COMBINED SEWER SYSTEM A. System that project will connect to is: Proposed /Under Construction → District Permit # \_\_ Existing List owners of all sewers from project to District interceptor Forest Park 4. RECEIVING STORM SEWER SYSTEM TRIBUTARY TO WATERWAY A. System that project will connect to is: Proposed /Under Construction → District Permit # Existing List owners of all sewers from project to waterway 5. EXISTING LIFT STATION No ☐ Yes → Receiving system includes existing lift station If yes, indicate location \_\_ 6. FLOOD PROTECTION AREAS Does any part of the project area involve the following? (check all applicable items) Wetlands/Buffers/Riparian Floodplain/Floodway/Riparian (Schedule W) 7. SIZE OF PROJECT Impervious area within project C. Before development N/A A. Total contiguous ownership interest R.O.W. acres acres D. After development N/A acres B. Development Area acres 8. STORMWATER MANAGEMENT A. Is project in the service area of a District permitted detention facility? Yes → District Permit No. I■ No B. Is stormwater management provided under this permit? Other Yes → Required by: District (Submit Sch. D)

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☐ Volume Control

C. Type of stormwater management

Runoff Control

Detention Storage

# WMO SCHEDULE B SEWER SUMMARY

Watershed Management Permit No. 2025-0233

2025-0233

1/17


PROJECT NAME: Jackson Boulevard Watermain and Resurfacing (as shown on the plans)

 SEWER SUMMARY: Include all qualified sewer construction sewers (Sanitary sewers in combined and separate sewer areas and Storm sewers in combined sewer area) and their tributary type: Sanitary (San). Combined (C). Storm to Combined (SC). Storm to Waterway (SW), or Storm part of Volume Control (SC).

Sanitary (San), Combi					or Storm pa	rt of Volume Co	ontrol (SVC)
Tributary Type	Choose an	Choose an	Choose an	Choose an	Choose	Choose an	Choose
	С	С	С	С	С	SC	sc
Pipe Size (in.)	12	15	24	30	42	8	10
Total Length (ft.)	245	30	43	20	14	44	98
Min. slope used (%)	0.22	0.15	0.08	0.058	0.035	0.75	0.56
Pipe Material *	PVC (WMQ)	PVC (WMQ)	PVC (WMQ)				
Total Manholes	0	0	0	0	0	0	0
Total Cleanouts	0	0	0	0	0	0	0
Catch Basin/Inlets	0	0	0	0	0	0	0

*Pipe material and joint specifications must be shown on plans. See Technical Guidance Manual for acceptable specifications.
Sewer construction in floodplain: No Yes> FPEft.
Sanitary Manholes in floodplain
NATURE OF PROJECT (Check all that apply)  Brief description  Sewers removed and made water main quality when in conflict with water main. Some spot repair included
Publicly financed Sewer extension to serve future development
☐ Sewer system serving a subdivision ☐ Storm sewers in combined sewer area
☐ Off-site trunk sewer to serve subdivision ☐ Service connections to serve buildings (Sch. C)
Other
3. SEWER EXTENSIONS  Identify proposed project designed to service future connections (not included in Schedule C). Check the appropriate box and submit service area map and estimate of population equivalent (PE) to be served.  NO YES

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<b>WMO</b>	<b>SCHEDULE</b>	B
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Watershed Management Permit No. 2

2025-0233	

SEWER S	$\mathbf{U}\mathbf{M}\mathbf{M}$	AR'	Y
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PROJECT NAME: Jackson Boulevard Watermain and Resurfac	PROJECT NAME.	Jackson	Boulevard	Watermain	and	Resurfacin
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(as shown on the plans)

1. SEWER SUMMARY: Include all qualified sewer construction sewers (Sanitary sewers in combined and separate sewer areas and Storm sewers in combined sewer area) and their tributary type:

Sanitary (San), Combined (C), Storm to Combined (SC), Storm to Waterway (SW), or Storm part of Volume Control (S')

Sanitary (San), Combined (C), Storm to Combined			(SC), Storm to \	Waterway (SW),	or Storm pa	rt of Volume Co	ontrol (SVC)
Tributary Type	Choose an	Choose an	Choose an	Choose an	Choose	Choose an	Choose
	sc	SC	SC	Choose one	Choose one	Choose one	Choose one
Pipe Size (in.)	12	15	18				
Total Length (ft.)	281	52	51				
Min. slope used (%)	0.44	0.32	0.26				
Pipe Material *	PVC (WMQ)	PVC (WMQ)	PVC (WMQ)				
Total Manholes	1	0	0				
Total Cleanouts	0	0	0				
Catch Basin/Inlets	0	0	0				

*Pipe material and joint specifications must be shown on plans. See Technical Guidance Manual for acceptable specifications.
Sewer construction in floodplain: No Yes FPE ft.
Sanitary Manholes in floodplain
<ol> <li>NATURE OF PROJECT (Check all that apply)</li> <li>Brief description</li> </ol> Sewers removed and made water main quality when in conflict with water main. Some spot repair included.
Publicly financed Sewer extension to serve future development
Sewer system serving a subdivision  Storm sewers in combined sewer area
Off-site trunk sewer to serve subdivision Service connections to serve buildings (Sch. C)
Other
<ol> <li>SEWER EXTENSIONS         Identify proposed project designed to service future connections (not included in Schedule C). Check the appropriate box and submit service area map and estimate of population equivalent (PE) to be served.     </li> </ol>
■ NO
P.E. estimate submitted

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#### WMO SCHEDULE C Watershed Management Permit No. 2025-0233 SEWER CONNECTIONS (FILL OUT ALL SECTIONS THAT APPLY) 1. BUILDING CONNECTION DATA A. RESIDENTIAL BUILDINGS Total dwelling units \* Single Family Number of sewer connections Multi Family Total dwelling units \* PE\*\* Number of sewer connections B. COMMERCIAL& REGREATIONAL BUILDINGS PE\*\* Number of sewer connections C. INDUSTRIAL BUILDINGS PE\*\* Number of sewer connections Each sanitary line exiting a building is a connection \*\* Population Equivalent (Submit calculations for each connection and total from all connections) 2. BUILDING USE - (Check all that apply) A. COMMERCIAL & RECREATIONAL Describe use of buildings, including principal product(s) or activities \_\_\_ Laundromat (install lint basin) Food preparation or processing (install grease separator) Auto service (install triple basin) Swimming pool (provide pool plans) Auto wash (install mud basin) Manufacturing (describe) Other **B. INDUSTRIAL BUILDINGS** Describe use of buildings, including principal product(s) or activities \_\_\_

**NOTE:** If industrial waste is produced, submit, <u>WMO Schedule F</u> & <u>WMO Schedule G</u> and plumbing plans along with flow diagram for pretreatment system.

Sewer connections will receive domestic sewage only

Industrial waste is produced

#### WMO Permit Number: \_2025-0233 **SCHEDULE P** SOIL EROSION AND SEDIMENT CONTROL NAME OF PROJECT: Jackson Boulevard Watermain and Resurfacing 1. PROJECT INFORMATION: A. Project Area (include all disturbed area) B. Stormwater discharges directly to: Storm Sewer Combined Sewer Overland Flow Route Name of water body: ☐ Waters of the State ☐ Other Explain: \_\_ C. Indicate if any of the following special circumstances apply (check all that apply): ☐ Outfall to Waterway ☐ Volume Control Facility ☐ Wetland / Buffer ☐ Floodplain / Floodway ☐ Riparian Environment ☐ Tributary to Lake Michigan D. Explain how special circumstances indicated in Item 1.C will be protected from erosion and sedimentation: 2. SOIL EROSION AND SEDIMENT CONTROL PRACTICES: Submit a soil erosion and sediment control plan indicating type, location, and detail for all practices. Include a sequence for all major construction activities. All practices must be constructed in accordance with the Illinois Urban Manual. A. Indicate all temporary soil erosion and sediment control practices installed as part of the project: ☐ Entrance / Exit Control ☐ Vegetative Control ☐ Filtration for Dewatering ☐ Conveyance Channel Concrete Washout ☐ Matting / Mulching □ Velocity Dissipation ☐ Silt Fence Coir Roll Cofferdam / Silt Curtain ☐ Double-Row Silt Fence ☐ Sediment Trap Inlet Control ☐ Sediment Basin Other: B. Indicate all permanent soil erosion control practices installed as part of the project: ☐ Vegetative Control □ Velocity Dissipation Other: \_\_\_\_\_

5/26/2020 Page 1 of 1 Schedule P

Other:

#### **SPECIAL CONDITIONS FOR PERMIT NO. 2025-0233**

- 1. This permit is issued for qualified sewer construction only.
- 2. All abandoned sewers/force mains shall be plugged at both ends with at least 2 feet long non-shrink concrete or mortar plugs.
- 3. The issuance of this permit does not grant authority to the Permittee/Co-Permittee to work within the Illinois Department of Transportation (IDOT) right-of-way. The issuance of this permit does not relieve the Permittee/Co-Permittee from making proper notices to or obtaining proper authorization from IDOT, as may be necessary.

#### **ENGINEERING CERTIFICATIONS**

PROFESSIONAL

Watershed Management Permit No. 2025-0233 CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder. Comments, if any: Engineering Firm: Christopher B. Burke Engineering, Ltd. Telephone: (841) 823 9575 West Higgins Rd. Suite 600 City: Rosemont **Zip:** 60018 Signature (Name and Title) Email Address: jamelio@cbbel.com CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper in accordance with local requirements. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder. I hereby certify that the project area is within the municipal corporate limits. X YES NO Owner of Local Sewer System: Village of Forest Park Municipal Engineer: Christopher B. Burke Engineering, Ltd Telephone: (847) 823 - 0500 9575 West Higgins Rd. Suite 600 **Zip** 60018 09/09/2025 Signature (Name and Title) Email Address: jamelio@cbbel.com CERTIFICATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial ompliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the Permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the District or an Authorized Municipality before testing and approval by the District or Authorized Municipality of the completed work. Engineering Firm: Christopher B. Burke Engineering, Ltd. Telephone: (847) 823 - 0500 9575 West Higgins Rd. Suite 600 Address: **Zip** 60018 City: Rosemont Signature: Date: 09/09/2025 (Name and Title) Email Address: jamelio@cbbel.com LICENSED

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Watershed Management Permit No.

2025-0233

This Permit is issued subject to the General Conditions and the attached Special Conditions.

If Permit is granted:		
Please return two (2) copies of the Permit to the Please mail one (1) copy to Permittee and one		esignated below:
Name: Ryan Williams		
Address: 9575 West Higgins Rd. Suite 600 Rosem Email: williams@cbbel.com	ont II, 60018	
CERTIFICATE BY APPLICANTS: We have requirements of this Permit application, and agree to requirements of the District. It is understood that c constitute acceptance by the applicants of any Specia an Authorized Municipality. It is further understood is approved, signed and returned by the Director of E Authorized Municipality.	o conform to the Permit construction hereunder, aff I Conditions that may be part that this application shall	onditions and other applicable for the Permit is granted, shall placed hereon by the District or not constitute a Permit until it
PERMITTEE  The project area is within  municipal corporate limits.  Yes No Not Applicable	(Co-Permitte Title to property is held If yes, Co-Permittee sha	ERMITTEE e is Property Owner) in a land trust:  Yes No all be beneficiary with Power of Direction
Municipality Village of Forest Park	Owner	
Address 517 Des Plaines Ave	Address	
City Forest Park Zip 60130	City	Zip
Signature	Signature	
Name James Amelio	Name	m: 0
(Print) Title Village Engineer	Title	(Print)
Title   Village Engineer   Date   O9/09/2025   Phone   (847) 823 - 0500	Date	Phone
Email jamelio@cbbel.com	Email	<del></del>
REVIEW AND APPROVAL BY THE DIS	STRICT OR AUTHOR	RIZED MUNICIPALITY
Reviewed by:	Da	te 9/29/2025
(Local Sewer Systems) or (Profe		
Approved for Issue	0.	
Approved by:	Tetta Da	te 0/30/2025

Page 9 of 9

(For the Director of Engineering) or (Enforcement Officer)

4/17



### Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

#### **Uncontaminated Soil Certification**

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

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

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

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

I. Source Location Information							
(Describe the location of the source of the uncontaminated soil)							
Project Name: <u>Jackson Boulevard Resurfacing and Water Main</u> Office Phone Number, if available:							
Physical Site Location (address, including number and street):  Jackson Boulevard from Ferdinand Avenue to Harlem Avenue. See attached Summary Report for exclusion zone limits.							
					e limits.		
· -							
			ddddd) to five decimal plac	es (e.g., 40.67890, -90.	.12345):		
Latitude: 41.87591	Longitude: - 8	7.81015	-				
(Decimal D	egrees) (-	-Decimal Degrees	)				
Identify how the lat/lo	ng data were determine	d:					
O GPS ⊘ Map i	nterpolation () Photo	Interpolation (	Survey Other				
IEPA Site Number(s)			BOW:		***************************************		
Approximate Start Date (mm/dd/yyyy): Approximate End Date (mm/dd/yyyy):							
Estimated Volume of	debris (cu. Yd.):		_				
H. Ownson/Ownsus		0					
Site Owner	tor Information for	Source Site	Site Operator				
	Village	of Forcet Bark	•				
			Name:Street Address:				
	517 Des F	rialites Averide	DO Pays				
PO Box:			PO Box:				
	Forest Park						
	60130 Phone:		Zip Code:				
Contact:			Contact:				
Email, if available:			Email, if available:				
This Agency is authorized information may result in:	to require this information und a civil penalty of not to exceed	er Section 4 and Title >   \$50.000 for the violati	of the Environmental Protection on and an additional civil penalty	Act (415 ILCS 5/4, 5/39). Fai of not to exceed \$10,000 for	ilure to disclose this each day during		
which the violation continu	es (415 ILCS 5/42). This form	has been approved by	the Forms Management Center.		,		
IL 532-2922		Unaantaminata	d Soil Certification				
LPC 663 Rev. 1/2019		Uncontaminate	u son cermicanon		Page 1 of 2		

Project Name: Jackson Boulevard Resurfacing and Water Main	Latitude: 41.8	37591 Longitude: - 8	7.81015
Tioject Harrie, dackborr Boalevara Recorridoring and Water Main	months of 1111	-,,,	

#### Uncontaminated Soil Certification

#### III. Basis for Certification and Attachments

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

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

Prior to a site investigation, an Environmental Database Review (EDR) was conducted for the project area. Based on the EDR five (5) soil samples were collected through out the project area and were tested for VOC's, SVOC's, RCRA Metals, and/or pH. Refer to attached Summary Report.

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

The lab analysis found that the samples E-01 and B-06 exceeded the IEPA MAC for Chromium but were then analyzed for TCLP Chromium and were found to be below the Class I Groundwater Standard. Sample B-01 exceeded the allowable pH range (10.4) pH's of the other samples ranged from 8.55 to 8.92.

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

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

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

Company Name:	Rubino Engineer	ing, Inc.		
Street Address:	425 Shepard Driv	/e		
City:	Elgin	State:	IL	Zip Code: 60123
Phone:	847-931-1555	_		
Anthony Tomaras, P.0	3.			
Licensed Professional Licensed Professional				Date: PROFESSIONAL GROUP TOMARAS 196.001558
				P.E or L.P.G. Seal:
IL 532-2922 LPC 663 Rev. 1/2019		Uncontaminate	d Soil	il Certification Page 2 of

Uncontaminated Soil Certification

Page 2 of 2



February 25, 2025

**ENVIRONMENTAL SUMMARY REPORT** 

**CCDD Testing Summary Report** 

Jackson Boulevard Resurfacing and Water

To: James Amelio Group Lead Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018

847.894.4035

From Des Plaines Ave to Harlem Ave Forest Park, Illinois

Main Improvements

Rubino Report No. G25.011

Via email: jamelio@cbbel.com

Dear Mr. Amelio,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following report to provide a summary of the CCDD testing for the above referenced project.

Re:

This report contains the following:

- Summary of Environmental Database Review
- Summary of field and laboratory tests performed
- Summary of laboratory test results
- Illinois Environmental Protection Agencies LPC 663 Certificate

#### **ENVIROMENTAL DATABASE REVIEW**

The project site is located along Jackon Boulevard in Forest Park, Illinois. A map of the project location can be found in Appendix A.1. Prior to a site investigation, an Environmental Database Review (EDR) was conducted and the report is included as Appendix A.4. After reviewing the EDR report, Rubino Engineering, Inc. found multiple records in close proximity to the project site.

Based on the fact the records were located in close proximity to the project site, the determination was made that sampling and testing of materials from the project site was necessary to consider 663 certification.

#### **Certification Limits**

The LPC 663 Certification Limits include the following locations in Forest Park, Illinois.

- Jackson Boulevard from Ferdinand Avenue to Harlem Avenue
  - o Excludes Jackson Boulevard from Des Plaines Avenue to Ferdinand Avenue

Rubino Engineering, Inc. • 425 Shepard Drive • Elgin, IL 60123 • 847-931-1555 • 847-931-1560 (Fax)

#### **SOIL SAMPLING**

On February 6, 2025, Rubino Engineering, Inc. mobilized to the project site to collect soil samples. The sampling locations can be found in **Appendix A.1**. Four (4) soil samples (E-01, B-01, B-05, and B-06) were collected to an approximate depth of 8 feet below existing grade. The samples were screened for fuels and volatiles with a Photoionization Detector (PID). PID readings were recorded as below background. Based on the composition of the soil and the project site dimensions, all four (4) samples were submitted to Pace Analytical Services, LLC on February 7, 2024 and were tested for VOC's, SVOC's, RCRA Total Metals, and pH. Sample B-02 was submitted to Pace Analtyical Services, LLC on February 18, 2025 for pH testing.

#### **RESULTS**

**Appendix A.2** includes summary tables of the lab analysis results compared to the IEPA maximum allowable concentrations (MAC). The lab analysis found that:

- Samples E-01 and B-06 exceeded the IEPA MAC for Chromium. The two samples were then
  analyzed for TCLP Chromium and were found to be below the Class I Groundwater Standard
  and meet the maximum allowable concentration for Chromium as seen on the IEPA MAC
  Table.
- Sample B-01 exceeded the allowable pH range (10.4)

The complete lab analysis reports can be found in Appendix A.3.

Based on the results of the laboratory testing performed, an IEPA LPC #663 (CCDD) Certificate was issued for the site, excluding Jackson Boulevard from Des Plaines Avenue to Ferdinand Avenue. The soils excavated from the exclusion zone during construction activity can be managed in the following ways:

- Re-use material on the same project site
- Perform proper testing and obtain completed Waste Characterization form for disposal of at a "Subtitle D" Municipal Solid Waste Landfill
- Delineation tests can be performed to reduce the exclusion zones

Rubino Engineering, Inc. • 425 Shepard Drive • Elgin, IL 60123 • 847-931-1555 • 847-931-1560 (Fax)

#### **CLOSING**

Rubino appreciates the opportunity to provide Clean Construction Demolition Debris (CCDD) services for this project and we look forward to continued participation during the design and in future construction phases of this project.

If you have questions pertaining to this summary report, or if Rubino may be of further service, please contact our office at (847) 931-1555.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE

President

michelle.lipinski@rubinoeng.com

MAL/file/ Enclosures

Appendix Contents

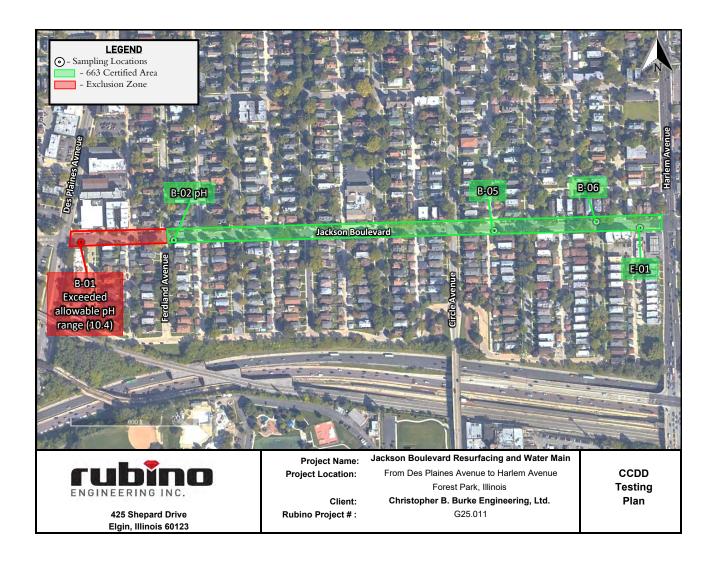
APPENDIX A.1 – SITE MAPS

APPENDIX A.2 - ANALYTICAL TABLES

APPENDIX A.3 – LAB REPORTS

APPENDIX A.4 – ERIS DATABASE REPORT





# Village of Forest Park Jackson Blvd. STP Resurfacing Pavement Cores IDOT Section No. 25-00121-00-RS CBBEL Project No. 0023.BG130 Prepared By: JEH

CORE	STREET NAME	LIMITS	EXISTING ASPHALT THICKNESS		EXISTING CONCRETE THICKNESS	:	EXISTING STONE THICKNESS		SUBBASE DESCRIPTION	TYPE OF REHABILITATION	TYPE OF SURFACE	TYPE OF BINDER OR LEVELING BINDER
1			2.5	in	11.5	in	0	in	SUBBASE STONE NOT OBSERVED		HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 - 1.5"	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 0.75"
2			6.5	in	0	in	7.5	in	POORLY GRADED COARSE AGGREGATE		HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 - 1.5"	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 0.75"
3	JACKSON BLVD.	DES PLAINES AVE. TO IL-43 (HARLEM AVE.)	6	in	0	in	8	in	POORLY GRADED COARSE AGGREGATE		HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 - 1.5"	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 0.75"
4	JACKSON BEVD.	DES FEMINES AVE. TO IE-45 (TAINEEN AVE.)	8.5	in	0	in	6.5	in	POORLY GRADED COARSE AGGREGATE		HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 - 1.5"	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 0.75"
5			6	in	0	in	8	in	POORLY GRADED COARSE AGGREGATE		HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 - 1.5"	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 0.75"
6			7.5	in	0	in	6.5	in	POORLY GRADED COARSE AGGREGATE	1 2" MILL & RESUREACE		POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 0.75"
	•	AVERAGE =	6.2		11.5		6.1				•	



### Surface Conditions

Cores were taken within the existing pavement of Jackson Boulevard. The surface conditions are as follows:

Table 2: Existing Pavement Section Summary

CORE NUMBER	TOTAL OBSERVED PAVEMENT THICKNESS	TOTAL OBSERVED BASE STONE THICKNESS
B-01	2 ½ INCHES OF ASPHALT 11 ½ INCHES OF CONCRETE	SUBBASE STONE NOT OBSERVED
B-02	6 1/2 INCHES OF ASPHALT	7 ½ INCHES OF POORLY-GRADED COARSE AGGREGATE
B-03	6 INCHES OF ASPHALT	8 INCHES OF POORLY-GRADED COARSE AGGREGATE
B-04	8 1/2 INCHES OF ASPHALT	6 1/2 INCHES OF POORLY-GRADED COARSE AGGREGATE
B-05	6 INCHES OF ASPHALT	8 INCHES OF POORLY-GRADED COARSE AGGREGATE
B-06	7 1/2 INCHES OF ASPHALT	6 1/2 INCHES OF POORLY-GRADED COARSE AGGREGATE

 $Rubino\ Engineering,\ Inc.$ 

Rubino Project No. G25.011

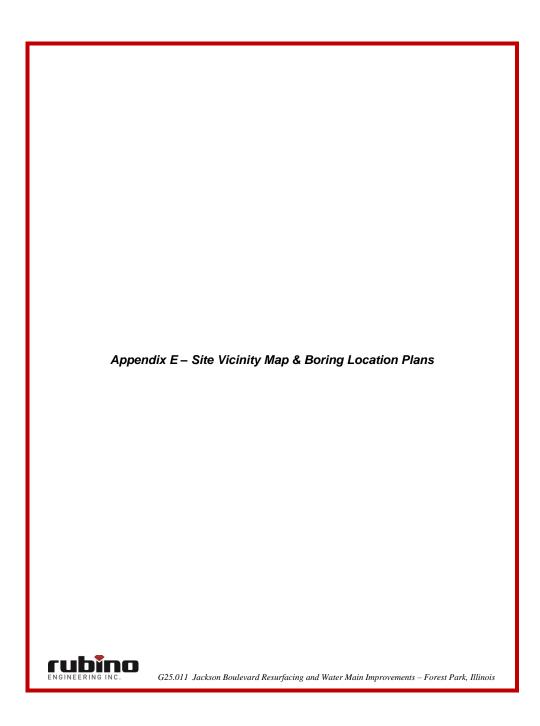
#### Appendix D - Soil Classification Chart

#### SOIL CLASSIFICATION CHART

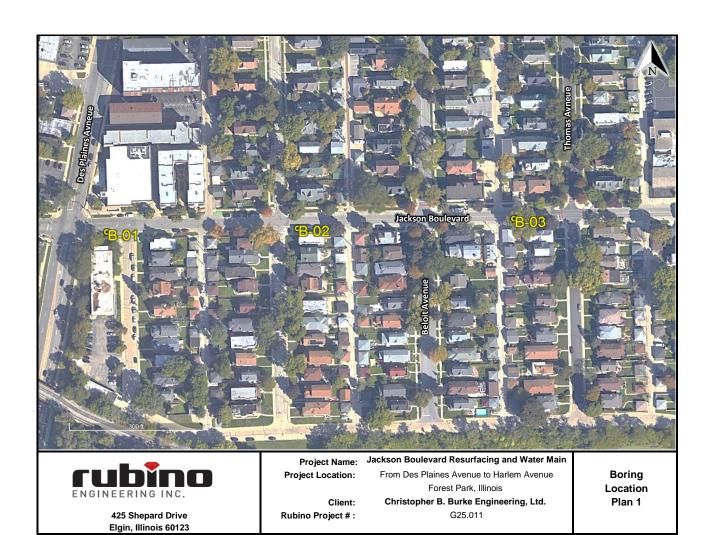
NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS **SYMBOLS TYPICAL MAJOR DIVISIONS** GRAPH LETTER **DESCRIPTIONS** WELL-GRADED GRAVELS, GRAVELSAND MIXTURES, LITTLE OR NO FINES CLEAN GW GRAVEL AND GRAVELLY SOILS **GRAVELS** POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES (LITTLE OR NO FINES) GP COARSE GRAINED **GRAVELS WITH** SILTY GRAVELS, GRAVEL - SAND -SILT MIXTURES MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE GM SOILS **FINES** CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES (APPRECIABLE AMOUNT OF FINES) GC WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES SW **CLEAN SANDS** SAND MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE AND SANDY POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES SOILS SP (LITTLE OR NO FINES) SILTY SANDS, SAND - SILT MIXTURES SANDS WITH MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE SM **FINES** (APPRECIABLE AMOUNT OF FINES) CLAYEY SANDS, SAND - CLAY MIXTURES SC INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY ML INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS SILTS LIQUID LIMIT LESS THAN 50 FINE AND CLAYS CL GRAINED SOILS ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY OL MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS МН SILTS AND CLAYS INORGANIC CLAYS OF HIGH PLASTICITY СН ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS ОН 0 25 25 25 PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS РΤ HIGHLY ORGANIC SOILS 11, 11, 11, 1



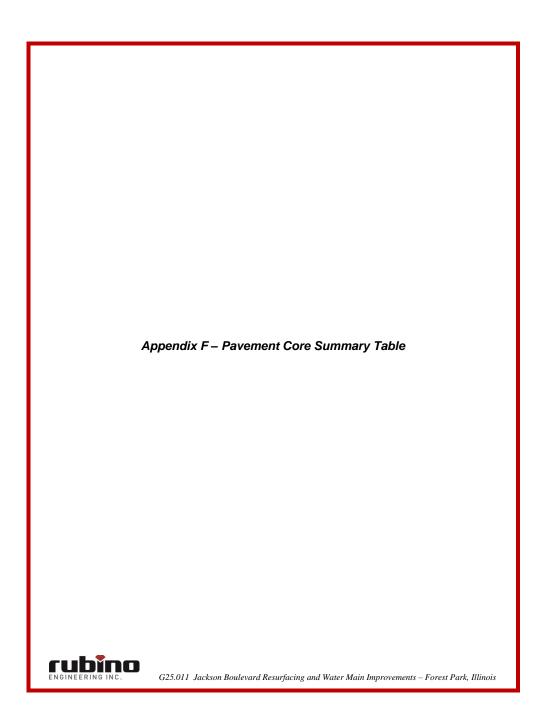
G25.011 Jackson Boulevard Resurfacing and Water Main Improvements - Forest Park, Illinois



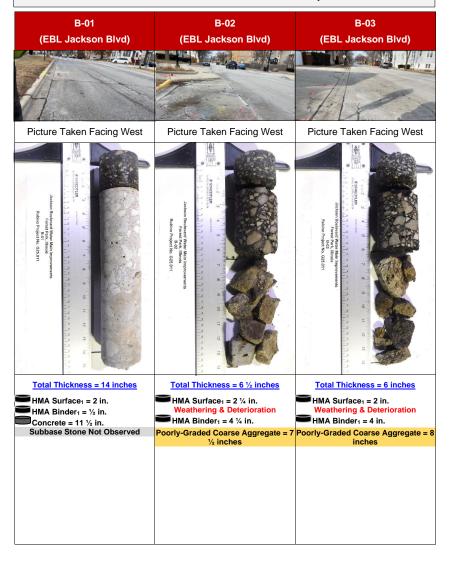






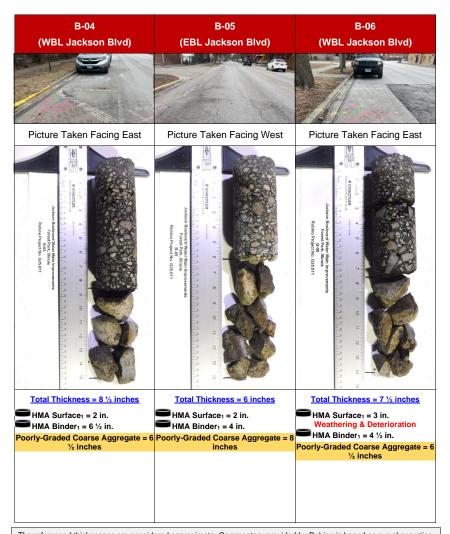


Cores were taken in the pavement of Jackson Boulevard in Forest Park, Illinois. The table below summarizes the thicknesses observed in the field and laboratory.



 $Rubino\ Engineering\ Inc.$ 

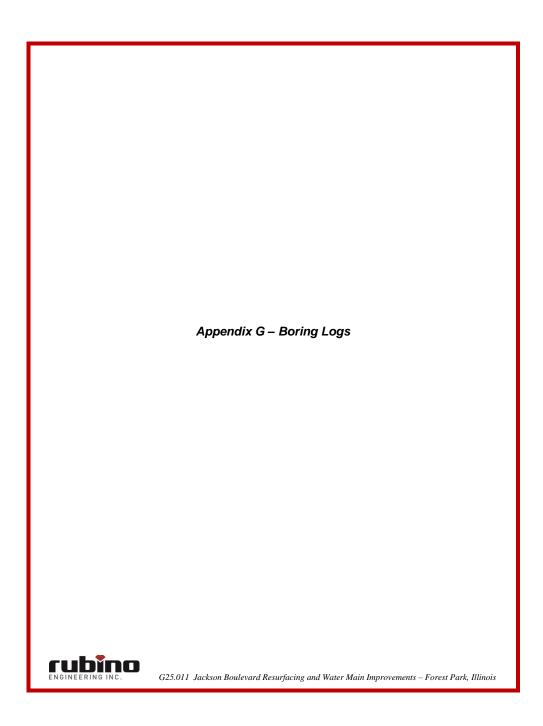
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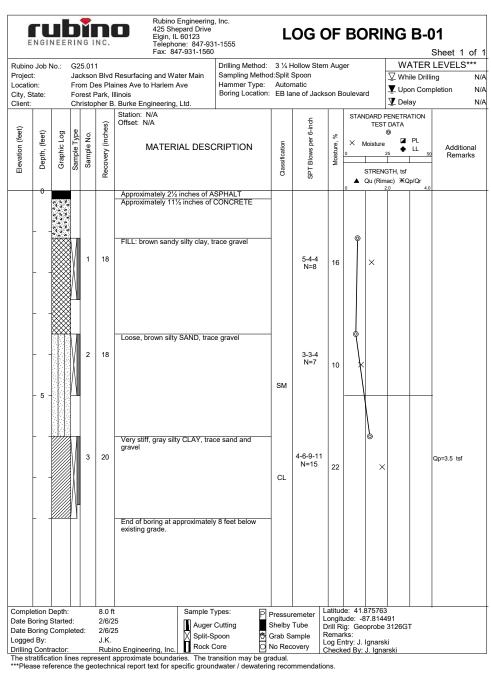


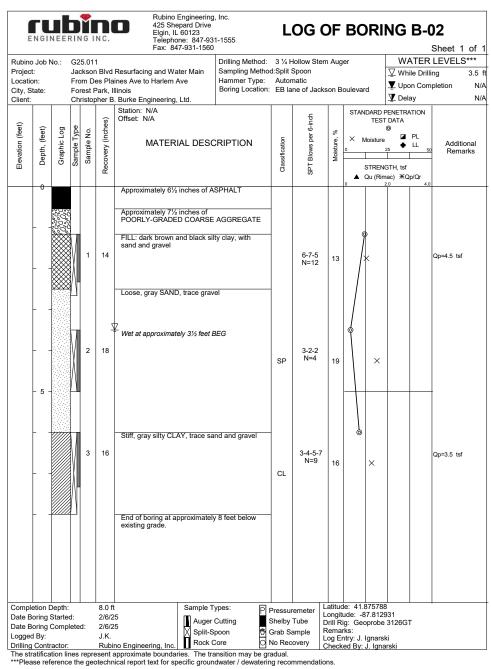
The referenced thicknesses are considered approximate. Commentary provided by Rubino is based on our observation in the laboratory; Crack = vertical through cross section; Weathering = rounded edges & degradation of asphalt and Deterioration = horizontal crack. Pavement and subbase type and thickness may vary between core locations. Any comments on the condition of the material are considered our opinion and should be verified by the design engineer.

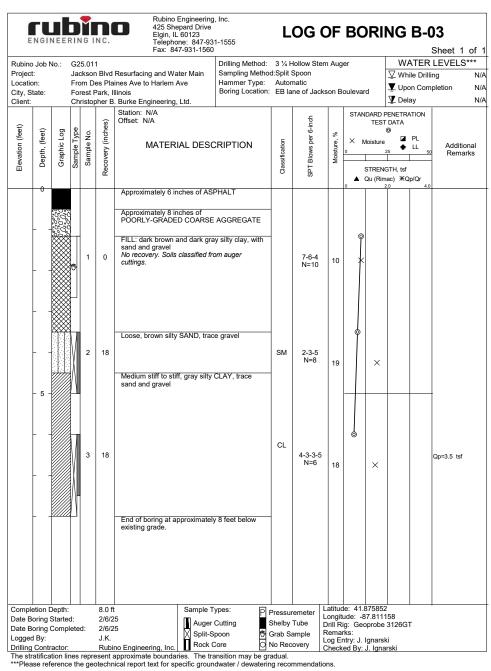
Rubino Engineering Inc.

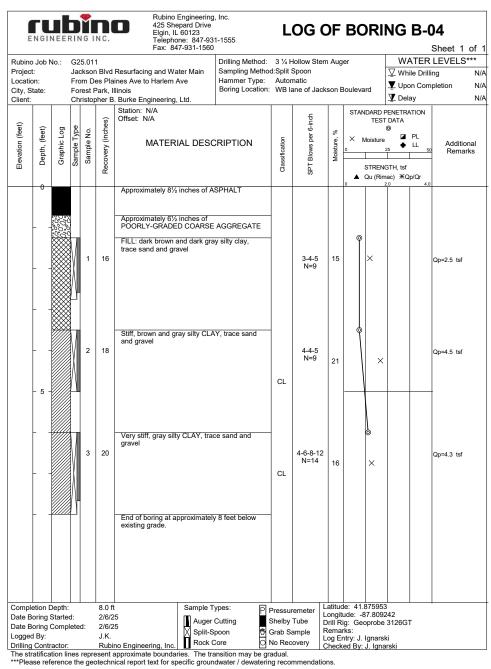
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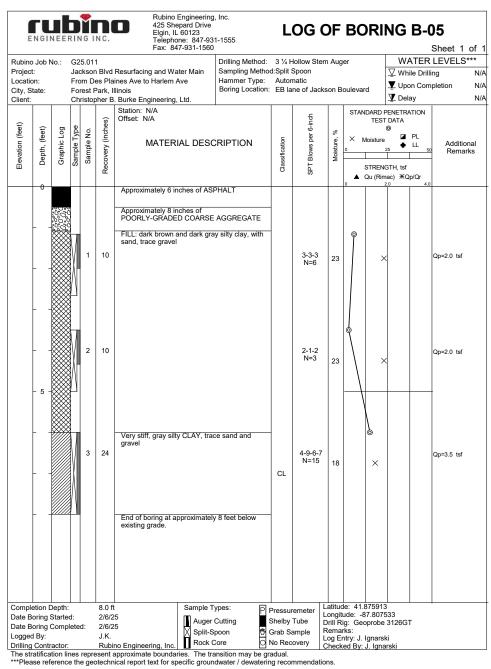


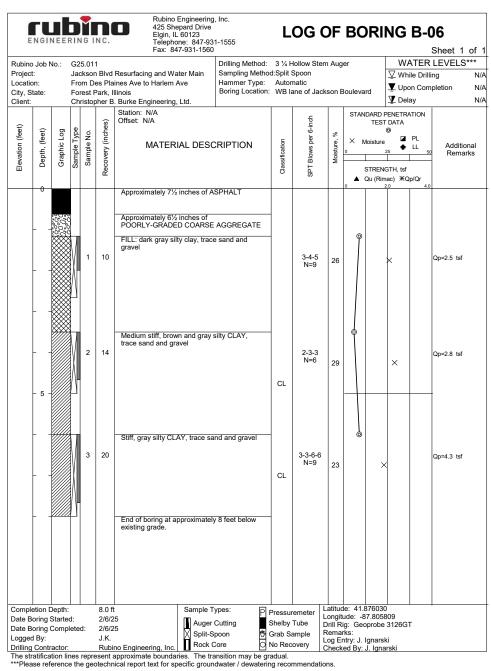












# **BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)**

Effective: November 2, 2006 Revised: August 1, 2017

<u>Description</u>. 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<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = 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).

 $^{\circ}$ AC $_{V}$  = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the  $^{\circ}$ 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, tons = A x D x ( $G_{mb}$  x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ( $G_{mb}$  x 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, tons =  $V \times 8.33$  lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons =  $V \times 1.0$  kg/L x 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.

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>P</sub> in excess of five percent, as calculated by:

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.

80173

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

Effective: January 1, 2025 Revised: January 1, 2026

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	
(e)	By-Product, Non-Hydrated Lime	
(f)	Lime Slurry	
(ġ)	Fly Ash	1010
(h)	Soil for Soil Modification (Note 1)	1009.01
(i)	Bituminous Materials (Note 2)	
` '		

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:

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

"(i) Ground Granulated Blast Furnace (GGBF) Slag ......1010"

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	
(c) Water	1002
(d) Bituminous Materials (Note 2)	

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)	
(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)	Cement	100	11	1'
ιu,		 100	, ,	

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 Article 606.02(h) of the Standard Specifications to read:

"(h) Fibers (Note 1) .......1014"

Revise Note 1 in Article 606.02(h) of the Standard Specifications to read:

"Note 1. Fibers, when required, shall only be used in the concrete mixture for slipform applications."

Revise the third paragraph in Article 606.10 of the Standard Specifications to read:

"Welded wire fabric shall be  $6 \times 6$  in. (150 x 150 mm) mesh, #4 gauge (5.74 mm),  $58 \times 100$  lb (26 kg) per 100 sq ft (9 sq m)."

Revise Article 1001.01(d) of the Standard Specifications to read:

"(d) Rapid Hardening Cement. Rapid hardening cement shall be according to the Bureau of Materials Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants", and ASTM C 1600, Type URH, Type VRH, or Type RH-CAC. It shall be used according to Article 1020.04 or when approved by the Engineer. The Contractor shall submit a report from the manufacturer or an independent lab that contains results for testing according to ASTM C 1600 which shows the cement meets the requirements of either Type URH, Type VRH, or Type RH-CAC. Test data shall be less than 1 year old from the date of submittal.

Revise Article 1001.01(e) of the Standard Specifications to read:

"(e) Other Cements. Other cements shall be according to the Bureau of Materials Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants", and ASTM C 1157 or ASTM C 1600, as applicable. Other cements shall be used according to Article 1020.04 or when approved by the Engineer. For cements according to ASTM C 1157, the Contractor shall submit a report from the manufacturer or an independent lab that contains results of tests which shows the cement meets the requirements Type GU, HE, MS, MH, or LH. For cements according to ASTM C 1600, the Contractor shall submit a report from the manufacturer or an independent lab that contains results of tests which shows the cement meets the requirements Type MRH or GRH. Test data shall be less than 1 year old from the date of submittal."

Revise Article 1002.02 of the Standard Specifications to read:

"1002.02 Quality. Water used with cement in concrete or mortar and water used for curing concrete shall be clean, clear, and free from sugar. In addition, water shall be tested and evaluated for acceptance according to one of the following options.

OPTION 1.

- (a) Acceptable limits for acidity and alkalinity when tested according to ITP T 26.
- (b) Acceptable limits for solids when tested according to the following.

(1) Organic (ITP T 26)	0.02% max.
(2) Inorganic (ITP T 26)	
(3) Sulfate (SO4) (ASTM D 516-82)	
(4) Chloride (ASTM D 512)	

- (c) The following tests shall be performed on the water sample and on deionized water. The same cement and sand shall be used for both tests.
  - (1) Unsoundness (ASTM C 151).
  - (2) Initial and Final Set Time (ASTM C 266).
  - (3) Strength (ASTM C 109).

The test results for the water sample shall not deviate from the test results for the deionized water, except as allowed by the precision in the test method.

OPTION 2. Water shall meet the requirements ASTM C 1602 Tables 1 and 2 as outlined in Sections 5.1, 5.2, and 5.4."

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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) 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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) 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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater."

Add the following Section to the Standard Specifications.

#### **"SECTION 1014. FIBERS FOR CONCRETE**

**1014.01 General.** Fibers used in concrete shall be Type II or Type III (polyolefin or carbon) according to ASTM C 1116. The testing required for Type II fibers or Type III polyolefin fibers shall be performed by an independent lab a minimum of once every five years, and the test results provided to the Department. Manufacturers of Type III carbon fibers shall provide materials certification documentation not more than 6 years old a minimum of once every 5 years to the Department. The Department will maintain a qualified product list. The method of inclusion of fibers into concrete mixtures shall be according to the manufacturer's specifications.

At the discretion of the Engineer, the concrete mixture shall be evaluated in a field demonstration for fiber clumping, ease of placement, and ease of finishing. The field demonstration shall consist of a minimum 2 cu yd (1.5 cu m) trial batch placed in a 12 ft x 12 ft  $(3.6 \text{ m} \times 3.6 \text{ m})$  slab.

- **1014.02** Concrete Gutter, Curb, Median and Paved Ditch. Fibers shall be Type III. Fibers shall have a minimum length of 1/2 in. (13 mm) and a maximum length of 0.75 in. (19 mm). The maximum dosage rate in the concrete mixture shall not exceed 1.5 lb/cu yd (0.9 kg/cu m). The minimum dosage rate shall be per the manufacturer's recommendation.
- **1014.03 Concrete Inlay or Overlay.** Fibers shall be Type III. Fibers shall have a minimum length of 1.0 in. (25 mm), a maximum length of 2 1/2 in. (63 mm), and a maximum aspect ratio (length divided by the equivalent diameter of the fiber) of 150. The maximum dosage rate shall not exceed 5.0 lb/cu yd (3.0 kg/cu m). The minimum dosage rate shall be per the manufacturer's recommendation.
- 1014.04 Bridge Deck Fly Ash, Ground Granulated Blast Furnace (GGBF) Slag, High Reactivity Metakaolin, or Microsilica (Silica Fume) Concrete Overlay. Fibers shall be Type III. The dosage rate shall be a minimum of 3.0 lb/cu yd (1.8 kg/cu m), unless a field demonstration according to Article 1014.01 indicates that a lower dosage rate is necessary. Based on the results of the field demonstration, the Department has the option to reduce the dosage rate of fibers, but the dosage will not be reduced to less than 2.0 lb / cu yd (1.2 kg/cu m).
- **1014.05 Bridge Deck Latex Concrete Overlay.** Fibers shall be Type II or III. Fibers shall have a minimum length of 0.75 in. (19 mm), a maximum length of 1.75 in. (45 mm), and an aspect ratio (length divided by the equivalent diameter of the fiber) of between 70 and 100. The dosage rate shall be a minimum of 3.0 lb/cu yd (1.8 kg/cu m), unless a field demonstration according to Article 1014.01 indicates that a lower dosage rate is necessary. Based on the results of the field

demonstration, the Department has the option to reduce the dosage rate of fibers, but the dosage will not be reduced to less than 2.0 lb/cu yd (1.2 kg/cu m)."

Add the following Section to the Standard Specifications:

#### **"SECTION 1015. HIGH PERFORMANCE SHOTCRETE**

**1015.01 Packaged Shotcrete With Aggregate.** The packaged shotcrete with aggregate shall be a pre-blended dry combination of materials for the wet-mix shotcrete method according to ASTM C 1480, Type FA or CA, Grade FR, Class I. The fibers shall be Type III according to Article 1014.01. The cement and finely divided minerals in the mixture shall be a minimum 6.65 cwt/cu yd (395 kg/cu m), and the portland cement shall not be below 4.70 cwt/cu yd (279 kg/cu m). Microsilica is required in the mixture and shall be a minimum of 5 percent by weight (mass) of cementitious material, and a maximum of 10 percent. Strength requirements shall be according to ASTM C 1480 except that the strength at 28 days shall be at least 4000 psi (27,500 kPa). Strength testing shall be according to ASTM C 1140. The air content as shot shall be 4.0 – 8.0 percent when tested according to AASHTO T 152, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm).

The packaged shotcrete shall have a water soluble chloride ion content of less than 0.15% by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260.

The testing according to ASTM C 1480, ASTM C 1140, AASHTO 152, and ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Batching and mixing shall be per the manufacturer's recommendations.

**1015.02 Packaged Shotcrete Without Aggregate.** The packaged shotcrete that does not include pre-blended aggregate shall be according to Article 1015.01, except the added aggregate shall be according to Articles 1003.02 and 1004.02. The aggregate gradation shall be according to the manufacturer. The Department will maintain a qualified product list. Batching and mixing shall be per the manufacturer's recommendations."

Revise Section 1017 of the Standard Specifications to read:

# "SECTION 1017. PACKAGED, DRY, COMBINED MATERIALS FOR MORTAR AND CONCRETE

**1017.01 Mortar.** 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 according to AASHTO T 161. For prestressed concrete applications, the mortar shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride content shall be less than 0.15 percent by weight of cementitious material. The testing according to ASTM C 387, AASHTO T 161, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every five years, and the test results

shall be provided to the Department. The Department will maintain a qualified product list. Mixing of the high-strength mortar shall be according to the manufacturer's specifications.

**1017.02 Concrete.** The materials, testing, and preparation of aggregate for the "high slump" packaged concrete mixture shall be according to ASTM C 387. The mixture shall be air entrained, the slump shall be 5-10 in. (125-250 mm), and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). Strength requirements shall be according to ASTM C 387 except that the strength at 28 days shall be at least 4000 psi (27,500 kPa). The "high slump" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.15% by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260. The testing according to ASTM C 387, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing shall be per the manufacturer's recommendations.

1017.02 Self-Consolidating Concrete. The materials, testing, and preparation of aggregate for the "self-consolidating concrete" packaged concrete mixture shall be according to ASTM C 387. The mixture shall be air entrained, it should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). Strength requirements shall be according to ASTM C 387 except that the strength at 28 days shall be at least 4000 psi (27,500 Pa). Slump flow range shall be 22 in. (550 mm) minimum to 28 in. (700 mm) maximum when tested according to AASHTO T 347. The visual stability index shall be a maximum of 1 when tested according to AASHTO T 351. At the option of the manufacturer, either the J-Ring value shall be a maximum of 2 in. (50 mm) when tested according to AASHTO T 347 or the L-Box blocking ratio shall be a minimum of 80 percent when tested according AASHTO T 419. The hardened visual stability index shall be a maximum of 1 when tested according to AASHTO R 81.

The "self -consolidating concrete" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.15 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260.

The testing according to ASTM C 387, AASHTO T 347, AASHTO T 351, AASHTO T 419, AASHTO R 81, ASTM C 1218 and AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing shall be per the manufacturer's recommendations."

Revise Article 1018.01 of the Standard Specifications to read:

"1018.01 Requirements. The rapid hardening mortar or concrete shall be according to ASTM C 928 and shall have successfully completed and remain current with the AASHTO Product Eval and Audit Rapid Hardening Concrete Patching Materials (RHCP) testing program. R1, R2, or R3 concrete shall be air entrained, the slump shall be 5-10 in. (125-250 mm), and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). For prestressed concrete applications, the mortar or concrete shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260;

and for non-prestressed concrete applications, the water soluble chloride content shall be less than 0.15 percent by weight of cementitious material. The Department will maintain a qualified product list. Mixing of the mortar or concrete shall be according to the manufacturer's specifications.."

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)	
(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. The air content produced by the admixture shall be 15-25 percent when incorporated into Mix 2 or an equivalent mixture as determined by the Department and tested according to AASHTO T 121 or AASHTO T 152. The testing according to AASHTO T 121 or AASHTO T 152 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list."

Revise the third paragraph of Article 1019.04 of the Standard Specifications to read:

"The Engineer will instruct the Contractor to adjust the proportions of the mix design in the field as needed to meet the design criteria, provide adequate flowability, maintain proper solid suspension, or other criteria established by the Engineer."

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 Note 9 of Table 1 of Article 1020.04 of the Standard Specifications to read:

"(9) The cement shall be a rapid hardening according to Article 1001.01(d). Minimum or maximum cement factor may be adjusted when approved by the Engineer."

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 Article 1020.05(b)(5) of the Standard Specifications to read:

"(5) For Class PP-4 concrete, a high range water-reducing admixture, retarder, and/or hydration stabilizer may be used in addition to the air-entraining admixture. The Contractor also has the option to use a water-reducing admixture with the high range water-reducing admixture. An accelerator shall not be used. A mobile portland cement concrete plant shall be used to produce the patching mixture.

For PP-5 concrete, a non-chloride accelerator, high range water-reducing admixture, retarder, hydration stabilizer, and/or air-entraining admixture may be used. The accelerator, high range water-reducing admixture, retarder, hydration stabilizer, and/or air-entraining admixture shall be per the Contractor's recommendation and dosage. The qualified product list of concrete admixtures shall not apply. A mobile portland cement concrete plant shall be used to produce the patching mixture."

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."

Add Article 1021.09 of the Standard Specifications as follows:

"1021.09 Latex Admixtures. The latex admixture shall be a uniform, homogeneous, non-toxic, film-forming, polymeric emulsion in water to which all stabilizers have been added at the point of manufacture. The latex admixture shall not contain any chlorides and shall contain 46-49 percent solids.

In lieu of meeting the requirements of Article 1021.01, the Contractor shall submit a manufacturer's certification that the latex emulsion meets the requirements of FHWA Research Report RD-78-35, Chapter VI. The certificate shall include the date of manufacture of the latex admixture, batch or lot number, quantity represented, manufacturer's name, and the location of the manufacturing plant. The latex emulsion shall be sampled and tested in accordance with RD-78-35, Chapter VII, Certification Program.

The latex admixture shall be packaged and stored in containers and storage facilities which will protect the material from freezing and from temperatures above 85°F (30°C). Additionally, the material shall not be stored in direct sunlight and shall be shaded when stored outside of buildings during moderate temperatures."

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	
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag	1010
(f) Concrete Admixtures	

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

"Note 1. Nonshrink grout shall be according to ASTM C 1107.

For prestressed concrete applications, the nonshrink grout shall have a water soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride ion content shall be less than 0.15 percent by weight of cementitious material. The testing according to ASTM 1107, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing of the nonshrink grout shall be according to the manufacturer's specifications."

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	
(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 Article 1103.04 of the Standard Specifications to read:

"1103.04 Mobile Portland Cement Concrete Plants. The mobile concrete plant shall be according to AASHTO M 241 and the Bureau of Materials Policy Memorandum "Approval of Volumetric Mobile Mixers for Concrete". The mixer shall be capable of carrying sufficient unmixed materials to produce not less than 6 cu yd (4.6 cu m) of concrete."

Revise the first two sections of Check Sheet #11 "Subsealing of Concrete Pavements" of the Recurring Special Provisions to read:

"<u>Description</u>. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

<u>Materials</u>. Materials shall be according to the following Articles/Sections of the Standard Specifications:

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

Revise the Materials section of Check Sheet #28 "Portland Cement Concrete Inlay or Overlay" of the Recurring Special Provisions to read:

"<u>Materials</u>. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(a) Portland Cement Concrete (Note 1).	1020
(b) Fibers for Concrete	1014
(c) Protective Coat	

Note 1. Class PV concrete shall be used, except the cement factor for central mixed concrete shall be 6.05 cwt/cu yd (360 kg/cu m). A cement factor reduction according to Article 1020.05(b)(8) of the Standard Specifications will be permitted. CA 5 shall not be used and CA 7 may only be used for overlays that are a minimum of 4.5 in. (113 mm) thick. The Class PV concrete shall have a minimum flexural strength of 550 psi (3800 kPa) or a minimum compressive strength of 3000 psi (20,700 kPa) at 14 days."

#### **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
	One Project Manager,
Over \$50,000,000	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."

#### **CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)**

Effective: June 1, 2010 Revised: January 1, 2025

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

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (<a href="https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel">https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel</a>),
  - or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

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

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

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

## **PAVEMENT MARKING (BDE)**

Effective: April 1, 2025 Revised: November 1, 2025

Revise the fourth sentence of the fourth paragraph of Article 780.05 of the Standard Specifications to read:

"Grooves for letters and symbols shall be cut in a rectangular shape or in the shape of the proposed marking so the entire marking will fit within the limits of the grooved area."

Revise the last sentence of the third paragraph of Article 780.08 of the Standard Specifications to read:

"The Contractor shall install the preformed plastic pavement markings according to the manufacturer's recommendations."

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, ΔTc, 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 styrenebutadiene 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.), inlbs (N-m)	110 (12.5) min.	110 (12.5) min.	
Tenacity ASTM D 5801, 77 °F (25 °C),			
20 in./min. (500 mm/min.), inlbs (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			
	Asphalt Grade		
	SM PG 46-28 SM P	G 46-34	
Test	SM PG 52-28 SM P	G 52-34	
	SM PG 58-22 SM P	G 58-28	
	SM PG 64-22		
Small Strain Parameter (AASHTO PP 113)			
BBR, ΔTc, 40 hrs PAV (40 hrs	-5°C min.		
continuous or 2 PAV at 20 hrs)			
Large Strain Parameter (Illinois Modified			
AASHTO T 391) DSR/LAS Fatigue	≥ 54 %		
Property, Δ G* peak τ, 40 hrs PAV			
(40 hrs continuous or 2 PAV at 20 hrs)			

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	Polymer Modified Binder or Surface <sup>3/</sup>	
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA			25
IL-4.75			35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of  $\pm 0.40$  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 III. 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 Methods 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  $40 \pm 10$  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	

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

Х	0.490	0.475	0.485	0.530
У	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<sub>L</sub>, 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 <sub>L</sub> , 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 <sub>L</sub>		
Color R <sub>L</sub> 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) <sup>1/</sup> 20 (0.51) <sup>2/</sup>	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>
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: January 1, 2026

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

"(c) Aluminum Epoxy Mastic ......1008.03"

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."

Revise the first sentence of the tenth paragraph of Article 720.03 of the Standard Specifications to read:

"The backs of all sign panels shall be marked in a manner designed to last as long as the sign face material, in letters and numerals at least 3/8 in. (9.5 mm) but no more than 3/4 in. (19 mm) in height with the month and year of manufacture, the name of the sign manufacturer, the name of the sign sheeting manufacturer, the method of manufacture ("screened", "EC film", "direct applied", or "digital print"), and the initials IDOT."

Revise the first sentence of the fourth paragraph of Article 1091.03(a)(10) of the Standard Specifications to read:

"Transparent colors screened, or transparent acrylic electronic cutting films, or digital printing on white sheeting, shall meet the minimum initial coefficient of retroreflection values of the 0.2 degree observation angle, -4.0 degree entrance angle values as listed in the previous tables for the color being applied."

Add the following after the fourth paragraph of Article 1091.03(a)(10) of the Standard Specifications:

"Digitally printed signs shall be produced using digital print technologies and ink systems, products and processes that comply with the sheeting manufacturer's recommendation. The digitally printed signs shall be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlaminate shall comply with the sheeting manufacturer's recommendations to ensure proper adhesion and transparency."

Add the following after the third paragraph of Article 1106.01 of the Standard Specifications:

"Digitally printed signs may omit protective overlay film."

## **SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)**

Effective: January 2, 2023 Revised: January 1, 2026

Revise the third through ninth paragraphs of Article 106.01 of the Standard Specifications to read:

"Articles, materials, and supplies shall be classified into only one of the following categories.

(a) Iron and Steel. All iron and steel products, which are to be incorporated into the work, shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal and/or State law and written permission is given by the Department. The Contractor shall obtain from the iron or steel producer and/or fabricator, in addition to the mill analysis, a certification that all iron or steel materials meet these domestic source requirements.

The applications of all coatings, epoxy, galvanizing, painting, etc. to iron and steel products shall be domestically applied.

(b) Manufactured Products. Manufactured products shall include articles, materials or supplies that have been processed into a specific form or shape; or have been combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products incorporated into the work shall have the final assembly for the manufacturing process occur domestically.

A manufactured product may include components that are construction materials, iron or steel products, or exempt materials.

Precast concrete products and intelligent transportation systems (ITS) or other electronic hardware systems shall comply with the requirements of Article 106.01(a) in addition to the requirements of manufactured products.

- (c) Construction Materials. All manufacturing processes for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply consisting of only one of the following.
  - (1) Non-ferrous metals;
  - (2) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - (3) Glass (including optic glass);
  - (4) Fiber optic cable (including drop cable);
  - (5) Optical fiber;

- (6) Lumber;
- (7) Drywall;
- (8) Engineered wood.

Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

(d) Exempt Materials. Materials exempt from domestic production requirements are cement or cementitious materials, aggregates, aggregate binding agents or additives, or items not permanently incorporated into the work. Exempt materials may be combined with other materials into a final form to produce a manufactured product."

## 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

<u>FEDERAL AID CONTRACTS</u>. 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 <a href="https://lcptracker.com/">https://lcptracker.com/</a>. 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."

<u>STATE CONTRACTS</u>. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <a href="https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx">https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx</a>. 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."

## **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.

## TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975 Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be \_\_\_\_. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

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

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

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

<u>Basis of Payment</u>. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

## **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."

## **WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020 Revised: January 1, 2026

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ......1106.02"

Revise Article 701.03(p) of the Standard Specifications to read:

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 the first paragraph of Section 1106.02(a) of the Standard Specifications to read:

"(a) Lights. Lights shall meet the requirements of Chapter 13 of the "Equipment and Materials Standards of the Institute of Transportation Engineers," 1998, Institute of Transportation Engineers, and shall be visible on a clear night from a distance of 3000 ft (900 m). Lights are classified as follows."

Revise Articles 1106.02(g), 1106.02(k), 1106.02(l), and 1106.02(m) of the Standard Specifications 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.
- (I) 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.

(m) Detectable Pedestrian Channelizing Barricades. The top panel or handrail shall be continuous and there should be at least a 2 in. (50 mm) gap between the hand trailing edge and its support. When visible to vehicular traffic, the top rail shall have alternating white and orange retroreflective stripes sloping at 45 degrees. The bottom panel shall be continuous and have alternating white and orange retroreflective stripes sloping at 45 degrees. Barricade stripes shall be 6 in. (150 mm) in width. The predominant color for other barricade components shall be white, orange, or silver."

80427

### WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within working days.

80071

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The designbuilder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contract to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is used in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

### 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <a href="https://www.dol.gov/sites/dolgov/files/WHD/">https://www.dol.gov/sites/dolgov/files/WHD/</a> legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

## 4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of  $\underline{40}$   $\underline{\text{U.S.C. }3144(b)}$  or  $\S$  5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure,  $\underline{18}$   $\underline{\text{U.S.C. }1001}$ .
- 11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lowertier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient of Federal
  funds and a participant (such as the prime or general contract).
  "Lower Tier Covered Transactions" refers to any covered
  transaction under a First Tier Covered Transaction (such as
  subcontracts). "First Tier Participant" refers to the participant
  who has entered into a covered transaction with a recipient or
  subrecipient of Federal funds (such as the prime or general
  contractor). "Lower Tier Participant" refers any participant who
  has entered into a covered transaction with a First Tier
  Participant or other Lower Tier Participants (such as
  subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \*

# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \*

# 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.