Bringing People and Nature Together



ReconnectWithNature.org

17540 W. Laraway Road Joliet, IL 60433 815.727.8700 • Fax 815.722.3608 BOARD OFFICERS
Annette Parker, President
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Advertisement for Bids

The FOREST PRESERVE DISTRICT OF WILL COUNTY will receive bids at the Forest Preserve District of Will County's Sugar Creek Administration Center, located at 17540 W. Laraway Road, Joliet, Illinois 60433, until 9:30 a.m. Central time on May 20, 2024 for:

Rock Run Greenway Trail Rehabilitation

at which time the bids will be publicly opened and read.

This project generally includes removal and replacement of asphalt pavement, asphalt overlay, concrete driveway and sidewalk removal and replacement, and boardwalk construction. For additional information and to download Bid Documents, please visit our website at www.ReconnectWithNature.org. Participants must register in full to be eligible to receive addenda and to submit a bid.

Contract Documents can be obtained between 8:00 a.m. and 4:00 p.m., Monday through Friday beginning May 6, 2024 from:

Sugar Creek Administration Center, 17540 West Laraway Road, Joliet, Illinois 60433. Phone - 815-727-8700.

Bids must be submitted in accordance with the Contract Documents. Bids shall be accompanied by the proper bid security.

The FOREST PRESERVE DISTRICT OF WILL COUNTY reserves the right to accept any bid or any part or parts or combinations thereof, to waive any informalities or irregularities, and to reject any or all bids.

By Order of the Board of Commissioners of the Forest Preserve District of Will County.

For questions regarding the project, contact Jason Buss at jbuss@fpdwc.org or 815-582-1619. For delivery of the bid documents, contact Elise Brazzale at ebrazzale@fpdwc.org or (815)722-9849.

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Invitation for Bids

1. Project Identification and Location:

Project Title: Rock Run Greenway Trail Rehabilitation

This project is located within Rock Run Preserve lying west of Essington Road and north of Black Road in Joliet, Illinois

2. Owner/Awarding Authority:

Board of Commissioners Forest Preserve District of Will County 17540 W. Laraway Road Joliet, IL 60433 (815) 727-8700

3. Pre-Bid Meeting:

No Pre-Bid Meeting will be held for the Rock Run Greenway Trail Rehabilitation project.

4. Bid Submission & Security:

Bids shall be submitted to the Forest Preserve District of Will County, 17540 W. Laraway Road, Joliet, Illinois 60433, in a sealed opaque envelope. The outside of the envelope shall display the phrases "SEALED BID ENCLOSED – DO NOT OPEN along with the project title and location in clearly printed letters.

The Forest Preserve will receive Bids until the date and time stated in the <u>ADVERTISEMENT FOR BIDS</u>. Bids will be publicly opened and read at the Sugar Creek Administration Center at that time. Bidder shall assume full responsibility for timely delivery to the Bid Opening location. Bids received after the stated time shall be rejected and returned.

The bid submitted shall include a certified check, bank draft, cashier's check, bid bond or an acceptable irrevocable letter of credit payable to the Forest Preserve District of Will County for not less than 10% of total Bid amount. All such Bid Security must be drawn on a bank authorized to do business in Illinois or provided by a bonding company authorized and licensed to do business in Illinois, as applicable, and must be maintained until execution of the Contract. Bids submitted without Bid Security will not be considered. The Bid Security will be returned to the successful Bidder upon execution of the Contract. Bid securities will be returned to unsuccessful Bidders upon execution of the Contract by the successful Bidder.

5. Bonds & Insurance:

A. Bonds

The successful Bidder shall submit a Performance Bond and a Labor and Material Payment Bond as outlined in the General Conditions, Article VI, Section 6.1. The performance and payment bonds shall be provided by a bonding company authorized and licensed to do business in Illinois.

B. Certificate of Insurance

The successful Bidder shall submit a Certificate of Insurance as evidence of the minimum insurance coverage and limits outlined in the General Conditions, Article VI, Section 6.3.

6. Right to Reject or Accept Bids:

The Forest Preserve reserves the right to accept any Bid, any part or combinations of Bids, to waive informalities or irregularities, and to reject any and all Bids to protect and preserve both the Forest Preserve and the public's best interest.

It is the Forest Preserve's intent to award a Contract to the responsible and responsive Bidder submitting the lowest bid provided the Bid does not exceed available funds and has been submitted according to Contract Document requirements. The Forest Preserve reserves the right to accept Alternates in any

order or combination and to determine the low Bidder on the basis of the sum of the base bid and the Alternates accepted.

7. Award of Contract:

Bids cannot be withdrawn for a period of sixty (60) days after bid opening. Bids will be reviewed by the Forest Preserve and presented to the Board of Commissioners for Award of Contract at their regular board meeting on June 13, 2024. The Forest Preserve will issue a written Notice of Contract Award to the successful Bidder.

8. Execution of Contract:

The successful Bidder will be required to execute a Contract with the Forest Preserve within 10 business days after receipt of the written Notice of Contract Award. Execution of the Contract shall include each of the following:

- A. Signing the Contract Agreement
- B. Submittal of a Performance, Material, and Payment Bond
- C. Submittal of a Certificate of Insurance
- D. Submittal of a Construction Schedule

The Forest Preserve will issue a written Notice to Proceed upon Execution of the Contract. The Bid Security of the successful Bidder will be forfeited to the Forest Preserve as liquidated damages, not as penalty, when the successful Bidder fails to execute any part of the Contract within the specified time. The Forest Preserve reserves the option to accept any other Bid within 10 business days from such default. Such acceptance shall have the same effect on such Bidder as though he were the original successful Bidder.

9. Commencement and Completion of the Work:

Work shall begin within 10 business days of receipt of the written Notice to Proceed. Work shall be completed in accordance with the Contract Documents by August 30, 2024, as provided in the General Conditions, Article IV, Section 4.4.

10. Reasonable Accommodation & Non-Discrimination:

The Forest Preserve District of Will County does not discriminate against individuals on the basis of race, religion, color, gender, national origin, ancestry, age, order of protection status, marital status, military status, unfavorable discharge from military service, pregnancy, sexual orientation, disability, or any other protected status under the Illinois Human Rights Act. In offering employment opportunities to the public, the Forest Preserve District will make reasonable modifications to ensure that all people have an equal opportunity. Persons believing that they have been discriminated against by the Forest Preserve District of Will County may file a complaint alleging discrimination with the Forest Preserve District or the Office of Civil Rights. U.S. Department of the Interior, www.doi.gov.

To request bid documents in large print, audio, or Braille, contact the Director of Marketing and Communications, Sugar Creek Administration Center, 17540 W. Laraway Road, Joliet, IL 60433; comments@fpdwc.org; 815.722.9383 (voice); 800.526.0844 (TDD). Requests should be made at least 48 hours in advance of the Pre-Bid Meeting. While the Forest Preserve District of Will County will make every effort to meet requests in a timely fashion, some requests may take longer than others to fulfill.

11. Small Business Enterprise Initiative:

The Forest Preserve is committed to supporting "Small Businesses", "Minority Business Enterprises", "Female Business Enterprises", and "Persons with Disabilities Enterprises," as those terms are defined under Illinois law. The Forest Preserve has set a goal to secure up to 16% of the contracted amount for contracted services and improvement projects to such disadvantaged businesses. Such businesses are strongly encouraged to bid on Forest Preserve contracts.

Instructions to Bidders

1. Examination of Contract Documents and Project Site:

Bidder shall be familiar with the Contract Documents and local conditions affecting the Work including project site and surrounding area, means of access, soil and subsoil character, and regulations and restrictions. Bidder shall be responsible for errors in the Proposal due to failure to comply with these instructions. The Forest Preserve will not be responsible for any change in anticipated profits resulting from such failure or neglect.

Bidder shall use complete sets of Contract Documents as provided in the Proposal Form checklist, Section 4, in preparing Bids. The Forest Preserve will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. When Bidder is in doubt as to the true meaning of any part of the Contract Documents, such Bidder shall submit a written request for interpretation by the Forest Preserve.

Bidder shall review Contract Documents with respect to the projected uses of materials and advise of modifications or substitutions to insure applicability for the intended uses.

2. Qualifications of Bidders:

As set forth in Section 5.6 of the Forest Preserve's Procurement Ordinance, prior to the Award of Contract, the Forest Preserve reserves the right to require from any Bidder or Bidder's subcontractor detailed information related to the responsibility of the Bidder or Bidder's subcontractor, including experience, financial ability, quality and timeliness of work, amount and condition of equipment, experience of personnel, contract defaults, litigation history, pending construction projects, and any other information the Forest Preserve deems relevant to assessing such responsibility.

The Forest Preserve reserves the right to reject any Bid when the information submitted by the Bidder or determined by the Forest Preserve's investigation fails to indicate the Bidder's ability to carry out the obligations of the Contract or to complete the Work. Unless otherwise provided by Forest Preserve rules, regulations, or policies, the decision of the Forest Preserve shall be final in this regard.

3. Addendum:

Addenda shall be issued to all known Contract Document recipients for any change or clarification of the Contract Documents. Bidder shall acknowledge receipt of Addendum on Proposal Form and attach Addendum to Proposal Form. Addendum shall become part of the Contract Documents.

Written or graphic Addenda will be issued no later than 24 hours prior to Bid Opening. When Project Manager determines the Addendum would result in a substantial or material variance in the proposed Contract, Bids will be returned and the project rebid.

4. Substitution of Materials:

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Forest Preserve at least 5 business days prior to Bid Opening. Requests shall be made on Request for Substitution forms provided by Project Manager.

Burden of proof of the merit of the substitution is upon Bidder. The Forest Preserve's decision for approval or disapproval of a proposed substitution shall be final. If the Forest Preserve approves a proposed substitution, it shall notify all other Bidders at least 48 hours prior to Bid Opening. No substitution will be considered after the Contract award unless specifically provided in Contract Documents.

5. Small Business Enterprise Initiative:

Capital improvement projects and contracted services sponsored or funded by the Forest Preserve shall be in accordance with Resolution #11-27. The resolution stipulates that:

- A. The Forest Preserve has set a goal to secure up to 16% of the contracted amount for contracted services and improvement projects to disadvantaged businesses.
- B. The Forest Preserve's Small Business Enterprise Initiative will apply to businesses defined by the State of Illinois as "Small Business", "Minority Business Enterprise", "Female Business Enterprise", and "Persons with Disabilities Enterprise". Such businesses are strongly encouraged to bid on Forest Preserve contracts.
- C. Businesses qualifying under the Forest Preserve's Small Business Enterprise Initiative will indicate such on the Proposal Form contained herein at the time of bidding.
- D. In the interest of taxpayers, each contract will be awarded to the lowest responsive and responsible bidder. In the event the lowest responsible bidder is also a business qualifying under the Forest Preserve's Small Business Enterprise Initiative, the bidder will be required to provide proof of such qualification at the time the contract is awarded.

6. Bid Preparation:

Bidder shall submit proposal on the Proposal Form provided in the Contract Documents. Writing shall be in ink or typewritten. Bidders' signature shall be written in ink. Proposals shall be signed by a person or persons legally qualified to sign such documents. When signed by someone other than the president of a corporation, an agent, or an attorney-in-fact, the authority of that person to sign shall accompany Bid.

Proposal will be based on Unit Price or Lump Sum as specified and shall conform to the following:

- A. <u>UNIT PRICE</u>: Bidders will be furnished with a unit price Proposal Form stating the items of work and the quantities. The quantities are estimations based on the Forest Preserve's calculations to be used by the Forest Preserve in the comparison of bids and shall not be relied upon by Bidders. Bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. Bidders shall determine their own estimate of quantities required to complete the work and base their unit price proposal on their estimate. Payment will be based on actual quantities of work performed in accordance with the Contract, at the Contract unit prices specified. Any change in the Bidder's anticipated profits due to an increase or decrease of the original quantity estimates will not be a basis for modifying the contract The Forest Preserve reserves the right to omit any item entirely, or to increase or decrease any or all items as provided in the General Conditions Article II, Section 2.5.
- B. <u>LUMP SUM BID:</u> Bidder shall submit a Lump Sum price for the item or items being bid.

Bidder shall specify, in figures, a price for each separate item called for on the Proposal Form. Failure to submit a price for each item on Proposal Form may result in rejection of Bid or may be interpreted as "no charge" to the Forest Preserve for any item left blank.

Where indicated, sums shall be expressed in both figures and words. The amount written in words shall govern in case of discrepancy between the two. Amounts shall be extended and totaled. In case of a discrepancy between totals and unit prices, unit prices shall govern. Signer of the Bid shall initial erasures or modifications on Proposal Form.

7. Taxes:

Bidder shall not include in the Proposal any state, local sales, use, or excise taxes, as the Forest Preserve is exempt from such taxation. The successful Bidder will be provided with tax exemption identification when necessary.

8. Bid Modification or Withdrawal:

Submitted bids may not be modified prior to bid opening. Bids may be withdrawn by written request to the Forest Preserve but may not be resubmitted before Bid Opening. Bids shall not be withdrawn or modified within sixty (60) days after Bid Opening.

9. Public Records and Requests for Confidential Treatment:

Bids become the property of the Forest Preserve. After bid opening, all bids will be available to the public under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140, and other applicable laws and rules. If the Bidder wants certain information treated as confidential, it must designate such material in its bid. However, a request for confidential treatment will not supersede the Forest Preserve's FOIA obligations. An entire bid will not be treated as confidential, and the Forest Preserve will always disclose at least the Bidder's name, price, and substance of the bid. A Bidder's request for confidential treatment must be supported by the legal basis in FOIA or other law or rule that warrants the confidential treatment.

General Conditions

ARTICLE I Contract Documents

1.1 - Definition of Terms:

When the following terms, or pronouns of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

- A. Owner or Awarding Authority: Board of Commissioners Forest Preserve District of Will County, 17540 W. Laraway Road, Joliet, Illinois 60433.
- B. Forest Preserve: The Forest Preserve District of Will County.
- C. <u>Inspector</u>: Authorized representative of the Forest Preserve assigned to make detailed inspections of portions of the Work including materials approval or rejections, invoice records, payrolls and other relevant data and records. Inspections shall occur according to the schedule attached as an appendix to the Contract Documents.
- D. <u>Project Manager</u>: Individual identified in the Notice of Contract Award or any other designated employee or employees of the Forest Preserve District of Will County, representing the interest of the Forest Preserve.
- E. <u>Bidder</u>: Individual, firm, or corporation submitting a proposal for the Work, acting directly or through a duly authorized representative.
- F. <u>Contractor</u>: Individual, firm, or corporation to whom an award is made and who is identified in the Contract as the person responsible for completion of the Work. Every reference in the Contract to "Contractor" shall be deemed also to refer to subcontractors and suppliers of Contractor.
- G. <u>Subcontractor</u>: Individual, firm, or corporation who has a direct contract with Contractor to perform any portion of the Work.
- H. <u>Corporation</u>: With respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the state in which the site is located.
- I. Plans: Official drawings or reproductions of drawings pertaining to the Work.
- J. <u>Specifications</u>: Directions, conditions, and requirements describing the method or manner of work performance, and quantities or quality of materials to be furnished under the Contract.
- K. Proposal: Bidder's written offer to perform the Work and to furnish labor and materials at the quoted prices.
- L. Performance Bond: Surety bond posted by a Contractor to ensure performance of the contract.
- M. <u>Bid Security</u>: Security designated in the Invitation for Bids, to be furnished by Bidder as a guarantee that Bidder will enter into a Contract with the Forest Preserve for the acceptable performance of the Work and will furnish the required bonds if awarded the Contract.
- N. <u>Surety</u>: Corporate body, approved by the Forest Preserve, bound with and for Contractor to ensure acceptable performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of other conditions as may be specified in the Contract Documents or otherwise required by law
- O. <u>Award</u>: Decision of the Forest Preserve to accept the Proposal or portions of one or more Proposals of a responsive and responsible Bidder that are in the best interest of the Forest Preserve and public. Acceptance is conditioned upon Execution of the Contract as outlined in the Invitation to Bidders.

- P. <u>Contract Documents</u>: Written agreement between Contractor and the Forest Preserve setting forth obligations of the parties, including but not limited to the performance of the Work and furnishing of labor and materials. The Contract includes the signed Agreement, Advertisement for Bids, Invitation for Bids, Instructions to Bidders, Proposal, Addenda or Memorandums, Bonds, Certificate of Insurance, Construction Schedule, Plans, Specifications, Supplemental Agreements, General Conditions, Special Conditions, and Technical Specifications pertaining to the Work or materials.
- Q. <u>Approved Substitution</u>: When used on the drawings or in the specifications in reference to a material, product or procedure shall mean a substitute equivalent in substance and function to specified items.
- R. <u>Special Conditions</u>: When included in the Contract Documents shall act to supplement the General Conditions, specifications, and plans on particular portions of the project. Special Conditions shall govern the Contract Documents in case of conflict.
- S. <u>Punch List</u>: Itemized list of Work issued by Project Manager to be completed by Contractor. Punch List is submitted after the Work is substantially complete.
- T. <u>Substantial Completion</u>: Date when construction is sufficiently completed on the project or a portion of the project, in accordance with the Contract Documents, so that the Forest Preserve may use or occupy the site for which it was intended.
- U. <u>The Work</u>: Improvements to be performed under the Contract, including materials, labor, tools, and equipment necessary to perform and complete everything indicated, specified, or implied in the Contract Documents.
- V. <u>Change Order</u>: Written authorization issued by Project Manager for Contractor to proceed with alterations, extensions, and deductions to the original plans. Authorization shall outline the items of work involved and the method of payment.
- W. <u>Notice to Proceed</u>: Written authorization issued by Project Manager for Contractor to commence the Work after Execution of the Contract.
- X. Working Day: Computation of working days shall begin within ten (10) days of the Notice to Proceed for commencing work and shall include every day until the completion of the Work except Saturdays, Sundays, legal holidays, and days during which the Work is suspended for strikes or acts of nature or the public enemy. No construction operations shall occur on Saturdays, Sundays, or holidays without written approval of the Project Manager. Days in which the weather will not permit the Contractor to perform construction operations shall not be counted as working days.

1.2 - Ownership of Plans, Specifications and Surveys:

All Plans, Specifications, and Surveys and copies thereof furnished by or purchased from the Forest Preserve are property of the Forest Preserve and are not to be used on other work. With the exception of one complete set, all documents are to be returned to the Forest Preserve upon Contract completion.

1.3 - Dimensions on Plans:

Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Project Manager for a final decision or interpretation.

1.4 - Intent of Contract Documents:

The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the Work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment, and incidentals necessary to complete the Work. When through inadvertence or otherwise, the Contract Documents omit to require any work necessary for completion, Contractor shall be required to perform such work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

When information concerning underground, subsurface, or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures, and other investigations have been provided by the Forest Preserve to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. The Forest Preserve shall not be responsible for the accuracy of such information. The Contractor shall not interpret such information as a guarantee by the Forest Preserve, either express or implied, that indicated conditions are representative of those existing throughout the Work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present. The Contractor is responsible for its familiarity with the Work site and all relevant site conditions.

Contractor shall notify Project Manager of discrepancies, errors, or omissions in the Contract Documents before proceeding with the affected work. When Contractor fails to notify Project Manager, then the subsequent decision of Project Manager as to which Contract provision shall govern shall be final. Corrective work required by the Project Manager shall not entitle Contractor to damages, increase in Contract price, or extension of Contract time.

The Forest Preserve reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans.

ARTICLE II Forest Preserve Rights and Responsibilities

2.1 - Responsibility:

The Forest Preserve recognizes that the Contractor is an expert in the manner in which the Contract work is to be performed. Contractor shall be solely responsible for the maintenance of safe equipment and use of proper construction methods and procedures. The Forest Preserve has the right to ascertain and require that the Work product comply with the Contract as provided in the General Conditions, Article III, Section 3.6.

2.2 - Authority of Project Manager:

Work shall be subject at all times to the supervision and direction of the Project Manager or any other designated employee of the Forest Preserve. Project Manager shall determine the amount of completed work that is to be paid for under the Contract. Project Manager shall decide all questions concerning the quality and acceptability of furnished materials, work performed, rate of progress, measurement of quantities, interpretation of the plans and specifications, and acceptable fulfillment of the Contract. Project Manager's determination and decision shall be final and conclusive.

Contractor shall propose and discuss the Work schedule with the Project Manager and shall take into account the needs of the Forest Preserve and requirements of the Contract in scheduling the Work. Contractor remains solely responsible for its performance of the Contract and the completion of the Work.

2.3 - Authority of Inspectors:

Inspectors employed by the Forest Preserve other than Project Manager shall be authorized to inspect work and materials and to perform other duties designated by Project Manager. The inspector shall not be authorized to alter or waive Contract provisions, issue instructions contrary to the Contract Documents, or act as foreman for Contractor.

2.4 – Forest Preserve's Right to Do Work:

The Forest Preserve reserves the right to perform or have performed other work at the project site. Contractor shall afford the Forest Preserve and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the Work with other work.

When Contractor fails to perform work or any provision of the Contract, the Forest Preserve, after three (3) business days written notice to Contractor and surety, may without prejudice to any other remedy, execute or have such work executed as may be deemed necessary and recover from Contractor all resulting costs, expenses, losses, or damages, including attorney's fees and administrative expenses.

2.5 - Alterations, Extensions and Deductions:

The Forest Preserve reserves the right to extend or shorten the Work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed to accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions. The Forest Preserve reserves the right to make alterations, extensions, and deductions to the Contract without notice to the Surety.

Alterations, extensions, and deductions shall be authorized by a written change order issued by Project Manager and signed by Contractor before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work which have not been authorized by a written change order will be rejected. All change orders will be subject to the approval procedures set forth in the Forest Preserve's Procurement Ordinance.

Should a change order result in an increase from the original Contract price that is fifty percent (50%) or more of the original Contract price or that authorizes or necessitates any increase in the Contract or a subcontract under the Contract that is fifty percent (50%) or more of the original or subcontract price, then that portion of the Contract that is covered by that change order must be resubmitted for bidding in the same order that the original Contract was bid.

The value of any change shall be determined by one or more of the following methods:

By an approved Lump Sum.

By Unit Prices given in the Contract or subsequently agreed upon.

By a supplemental schedule of prices incorporated into the Contract.

Time and material plus percentage. This method of cost shall be used on Contractor's actual costs for time and material plus twenty percent (20%) for Contractor's overhead and profit. Contractor's actual costs shall be the direct costs for labor, payroll insurance, payroll taxes, materials, and equipment.

2.6 - Right to Suspend Work:

Contractor will be notified in writing by Project Manager when the Work is to be suspended wholly or in part for such periods deemed necessary due to unsuitable weather, other conditions unsuitable for the prosecution of the Work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract, or failure of the Contractor to carry out orders. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions, Article III, Section 3.6, during periods of suspension. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authorization of Project Manager.

2.7 - Occupancy Prior to Final Acceptance:

The Forest Preserve reserves the right to occupy any part of the Work prior to final acceptance. Such occupancy shall be conducted in a manner as not to damage the Work or to interfere with the Work progress. Occupancy shall not be construed as an acceptance of the Work or release of Contractor's responsibilities to protect the Work.

2.8 - Discharge of Employees:

When any person employed by Contractor fails to perform the Work according to the Contract, appears to be incompetent, or exhibits disorderly conduct or improper manner, such person shall be immediately removed from the Work on written request of Project Manager. Contractor shall have no claim for damages, for compensation in excess of the Contract price, or for extension of time as a result of such termination.

Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, Project Manager may suspend the Work as provided in the General Conditions, Article II, Section 2.6.

2.9 - Contract Termination by Forest Preserve:

The Forest Preserve may terminate the Contract—upon certification of the Project Manager that sufficient cause exists to justify such action and without prejudice to any other available right or remedy—if any of the following occurs: the Contractor (1) files for bankruptcy, (2) makes a general assignment for the benefit of creditors, (3) appoints a receiver on account of his/her insolvency, fails to supply enough properly skilled workmen or proper materials, or fails to make prompt payment to subcontractors or for materials or labor, or (6) disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, (7) fails to fix any rejected, defective or unsuitable work, (8) fails to perform the Work in conformance with the plans and specifications or otherwise fails to assure the Forest Preserve of its ability to complete the Work, or (9) substantially violates a provision of the Contract.

If the Forest Preserve elects to terminate the Contract, it shall give Contractor and surety 48 hours written notice and then may take possession of the site and may finish the Work by whatever method the Forest Preserve deems expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is finished. When the unpaid balance of the Contract price exceeds the expense incurred by the Forest Preserve to finish the Work, such excess shall be paid to Contractor. When the expense incurred by the Forest Preserve to finish the Work exceeds such unpaid balance, Contractor shall pay the difference to the Forest Preserve.

ARTICLE III Contractor Responsibilities

3.1 - Contractor Responsibilities to Project Manager:

Contractor shall notify Project Manager, in writing, a minimum of three (3) business days in advance of beginning the Work. Contractor shall notify Project Manager one (1) business day in advance of all grading, drainage, and other major items of construction for field checking of construction engineering. Questions pertaining to the plans, specifications, and details of the Work shall be directed to Project Manager in writing and resolved by the Project Manager prior to construction.

Copies of material delivery tickets shall be furnished to Project Manager.

Contractor shall make available at the work site, for reference by Project Manager or inspector, a complete copy of Contract Documents showing revisions, additions, and copies of change orders.

3.2 - Contract Termination by Contractor:

When the Work is stopped for a period of thirty (30) calendar days due to a court order, an order of another public authority having jurisdiction, or some other government act (all unrelated to the Contractor or its performance of the Work) or because the Forest Preserve has not made payment when such payment is required under the General Conditions, Article V, Section 5.2, Contractor may terminate the Contract upon seven (7) calendar days written notice to the Forest Preserve. Contractor shall recover from the Forest Preserve payment for executed work and for proven loss sustained upon materials, equipment, tools, construction equipment, and machinery, including reasonable profit and damages.

3.3 - Superintendence:

Contractor shall keep a competent Superintendent at the work site at all times who shall have the knowledge and control of the Work and the authority to act for the Contractor and to direct and coordinate the Work, and who shall communicate solely with the Project Manager.

3.4 - Subcontractors and Suppliers:

Contractor shall provide a list of subcontractors and suppliers to Project Manager for approval prior to commencing the Work. Subcontracts shall include a provision binding the subcontractor or supplier to all provisions of the Contract. When any subcontractor or supplier fails to perform the Work in accordance with the Contract, Contractor shall terminate such subcontractor or supplier upon written notice by Project Manager. Contractor shall have no claim for damages, compensation in excess of Contract price, or an extension of Contract time as a result of any such termination.

Contractor shall report to the Forest Preserve whether any subcontractors or suppliers performing Work or providing supplies under this Contract qualify as a "Small Business," "Minority Business Enterprise," "Female Business Enterprise," and "Persons with Disabilities Enterprise," as defined under Illinois law.

3.5 - Use of Site:

Contractor shall confine equipment, material storage, and workmen operations to limits indicated by law, ordinances, permits, or directions of Project Manager, and shall not unreasonably encumber the site with materials or cause inconvenience to the Forest Preserve, public, or other contractors. Contractor's responsibilities for usage of the site shall include:

A. Temporary Facilities:

- 1. <u>Utilities</u>: Contractor shall obtain permits, provide, and make payment for such utilities as water, electricity, heat/air, telephone, and waste disposal when necessary in performing the Work.
- 2. <u>Buildings</u>: Contractor shall obtain permits, provide, and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the Work.

B. Construction Aids:

- 1. <u>Pumping</u>: When during construction, standing water caused by heavy rains or poor drainage becomes a hazard to the Work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers, or other natural or man-made drainageways.
- Ladders and Hoists: Contractor shall provide the necessary ladders and hoists in performing the Work.
- 3. <u>Temporary Roads</u>: Contractor shall provide and make payment for temporary roads necessary or access to and within the site during the Work.
- C. <u>Storage</u>: Materials and equipment shall be stored in a manner that preserves their quality and fitness for the Work. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval of the Project Manager.
- D. <u>Parking</u>: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Project Manager's approval.

3.6 - Work Site Safety:

Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property, including all Occupational Safety and Health Administration (OSHA) laws and regulations. This requirement shall apply continuously and shall not be limited to normal working hours. Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the Work by actions of the elements or from any other cause whatsoever and shall restore the Work at his/her own expense. When the Work is opened for usage by written order of the Project Manager, the said damage to the Work shall not be due to the Contractor's fault or negligence.

Contractor shall have no claim against the Forest Preserve because of any damage or loss to the Work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others. Existing property corners, disturbed or lost during construction, shall be replaced by a registered Land Surveyor at Contractor's expense.

When Project Manager deems any operation, condition, or practice to be unsafe, Contractor shall take corrective action before affected work is resumed. More specifically, the Contractor shall protect:

- A. <u>Public and Adjacent Property</u>: Contractor shall protect public and adjacent properties, including roadways, and shall use necessary precautions to prevent damage or injury thereto.
- B. <u>Present Structures</u>: Contractor shall prevent damage to pipes, conduits, and other underground structures, as well as fences, monuments, or other above-ground structures.
- C. <u>Vegetation</u>: Vegetation not marked for removal shall not be cut trimmed or damaged except with the approval and under the direction of Project Manager. Contractor shall provide on-site traffic patterns away from existing vegetation, shall provide necessary ramps, and shall not park vehicles near or under existing vegetation. Methods for ramps, staking, bark protection, and snow fencing shall be developed by Contractor and approved by Project Manager prior to commencing the Work. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense.
- D. <u>Forest Preserve Employees and Public</u>: Contractor shall protect Forest Preserve employees and the public by, including but not limited to, placing and maintaining barricades, warning signs, flags, lights, and temporary passageways around construction areas, covering holes, properly storing materials and equipment, and providing other suitable methods for the protection of said persons.

3.7 - Labor, Equipment, and Methods:

Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work in a quality manner within the time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

Equipment used on the Work shall be of such type, size, and amount and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Contractor shall replace unsatisfactory equipment and furnish additional equipment when deemed necessary by Project Manager.

The specified methods and equipment shall be used in the prosecution of the Work unless otherwise authorized by Project Manager. Contractor may make a written request to Project Manager to use a method or type of equipment other than those specified. The request shall include a description of the proposed methods and equipment and an explanation of the reasons for the substitution. When Project Manager authorizes trial use of the substitution, Contractor shall be responsible for producing the work in conformance with the Contract. When Project Manager determines that the trial method or equipment does not conform to the Contract requirements, Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods or equipment. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as necessary to meet the Contract requirements. The Contractor will not be entitled to any increase in payment or extension of Contract time as a result of the Project Manager authorizing a change in methods or equipment under these provisions.

3.8 - Overtime:

Any overtime costs shall be incurred by the Contractor.

ARTICLE IV Prosecution and Progress

4.1 - Inspection and Testing:

Materials and equipment to be used in the Work shall be subject at all times during fabrication and manufacture to tests and inspections as specified or designated by Project Manager. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the Work. Without charge to the Forest Preserve, Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Forest Preserve will bear the cost of inspections and testing of materials.

4.2 - Submittals:

Contractor shall submit to Project Manager required shop drawings, product data, and samples concerning materials and equipment. Project Manager's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability by the Forest Preserve. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Forest Preserve. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the Work due to a delay in providing required submittals.

Unless otherwise specified, equipment and materials are to be new and of best quality. Materials, equipment, or work having a well-known, technical, or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects, Engineers, and tradesmen.

4.3 - Removal of Defective Work:

Project Manager may reject and require correction of the Work that does not conform to the Contract Documents. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment without charge to the Forest Preserve. When Contractor fails to correct condemned work and remove rejected materials and equipment from the premises, the Forest Preserve reserves the right to perform such work as provided in the General Conditions, Article II, Section 2.4.

Until final payment, all Work shall be subject to inspection and testing by the Forest Preserve or its designated representative, including removing or uncovering finished work. Contractor shall provide access and assistance required by the Forest Preserve for such inspection and testing and shall furnish necessary facilities, labor, and materials for such removal and approved replacement.

When questioned work is found to be defective due to fault of Contractor, subcontractor, suppliers, or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, actual cost of labor and materials involved in inspection and reconstruction, plus twenty percent (20%) shall be allowed Contractor by the Forest Preserve.

4.4 - Completion Date:

Contractor warrants that the commencement and completion dates specified in the Invitation for Bids is reasonable time for completion of the Work for the Contract price taking into consideration natural and man-made conditions that may affect the Work or work site.

- A. <u>Request for Extension</u>: Requests for extension of time to complete shall be made in writing to Project Manager not more than five (5) calendar days after commencement of the delay. Project Manager shall review the request and the circumstances surrounding the request and shall issue a written extension of time to complete when so warranted.
- B. <u>Compensation</u>: No compensation other than the extension of the Contract time, shall be made to Contractor because of delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by the Forest Preserve or any other party and whether avoidable or unavoidable.

Liquidated Damages: Time is of the essence to the contract. Should the Contractor fail to C. complete the work by the completion date specified in the Invitation for Bids or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Forest Preserve the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The Contractor agrees that the costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Forest Preserve during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total Work of the contract even though the Work may be substantially complete. The Forest Preserve will deduct these liquidated damages from any monies due or to become due to the Contractor from the Forest Preserve. The liquidated damages shall be in addition to and not in lieu of any other rights and remedies the Forest Preserve has under the Contract for the Contractor's failure to timely perform.

| Schedule of Deductions for Each Day of Overrun in Contract Time | | | | | | |
|---|------------------|---------------|--|--|--|--|
| Original Con | tract Amount | Daily Charges | | | | |
| From More Than | To and Including | Calendar Day | | | | |
| \$ 0 | \$ 100,000 | \$ 475 | | | | |
| 100,000 | 500,000 | 750 | | | | |
| 500,000 | 1,000,000 | 1,025 | | | | |
| 1,000,000 | 3,000,000 | 1,275 | | | | |
| 3,000,000 | 6,000,000 | 1,425 | | | | |
| 6,000,000 | 12,000,000 | 2,300 | | | | |
| 12,000,000 | And over | 6,775 | | | | |

4.5 - Construction Schedules and Meetings:

Contractor shall submit construction schedules and attend project meetings as outlined below and specified by the Project Manager.

- A. <u>Pre-Construction Meeting</u>: After issuance of the Notice to Proceed and prior to commencing the Work, Contractor and Project Manager shall attend a site meeting to address project components and review the construction schedule.
- B. <u>Progress Reports</u>: Contractor shall provide Project Manager weekly progress reports. Variances from the construction schedule shall be explained and discussed with Project Manager for approval.
- C. <u>Construction Meetings</u>: Project update meetings shall be scheduled throughout the prosecution of the Work as required by Project Manager or Contractor.

4.6 - Cleaning Up:

Contractor shall keep the project site and adjoining premises free from accumulation of waste material or rubbish caused by his/her employees or work. Upon completion of the Work, Contractor shall remove equipment, rubbish, tools, and surplus materials from the site and adjoining premises. When Contractor fails to do so within five (5) calendar days of a written request by the Project Manager, the Forest Preserve may remove the items and deduct the cost of such removal from Contractor's final payment.

4.7 - Correction of Work After Final Payment:

Partial or final payment of any Contract provision shall not relieve Contractor's responsibility for correcting defects in the Work performed. Contractor shall correct defects as provided in the General Conditions, Article VI, Section 6.2.

ARTICLE V Payment

5.1 - Contract Breakdown:

Prior to the first request for payment on a lump sum contract, Contractor shall submit a breakdown of the Proposal to Project Manager. The breakdown shall consist of major items and subdivisions of the construction work.

5.2 - Payment:

Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to the Project Manager no later than the 20th day of each month. The estimate shall be a sworn statement of work completed to date. Payment requests shall be submitted directly to the Forest Preserve for approval at the Board of Commissioner's regular meeting on the second Thursday of each month. Failure to submit payment requests by the 20th day of each month will result in a minimum of one-month delay in payment. Contractor acknowledges and accepts that no payment, partial or otherwise, will be made unless Contractor has complied with all provision of the Prevailing Wage Act as detailed in Section 7.4.

- A. <u>Amount Due and Retainage</u>: The amount due in each payment request shall be based on the estimate for items of work completed to date and shall be expressed as a percentage of the total. The corresponding cost for each item shall be shown and totaled showing the total cost of work, less ten (10%) percent to be withheld, giving the amount requested for payment. Previous payments and balance to complete shall be shown on pay requests.
- B. <u>Partial Payment for Stored Material</u>: Payment requests may be included for materials received and stored properly and safely at the site. Payment, however, shall not relieve Contractor of the responsibility for care, protection, and installation of materials. Restoration of damaged materials shall be Contractor's responsibility.
- C. <u>Payment For Items Omitted When Partially Complete</u>: Acceptable materials ordered by Contractor or delivered to the work site prior to the date of its cancellation or alteration by the Project Manager shall be purchased from Contractor by the Forest Preserve at actual cost and shall become Forest Preserve property; or at the option of the Project Manager, the unused acceptable materials shall remain Contractor's property and he/she shall be paid the actual cost for freight, unloading, and hauling costs, less the actual salvage value.
- D. <u>Waivers of Lien</u>: Payment requests, including final payment, shall be accompanied by appropriate waivers of lien as acceptable evidence of payment by Contractor of current accounts incurred as part of the Contract. Failure to provide waivers of lien with each payment request shall result in a withholding of payment until waivers are received by the Forest Preserve.
- E. <u>Payment Withholding</u>: The Forest Preserve reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the Work, failure of Contractor to document a pay request, inability of Contractor to complete the Work, or any other failure of Contractor to perform the Work in accordance with the Contract Documents.
- F. <u>Final Inspection</u>: Project Manager shall make a final inspection of the Work after Contractor notifies the Forest Preserve that the Work is substantially complete. Project Manager shall review the Work and notify Contractor in writing of all Punch List items, if any, to be corrected or completed. Following Contractor's completion of all Punch List work, Project Manager shall provide a written notice of final acceptance to Contractor.
- G. <u>Final Payment</u>: Upon completion of the Work in accordance with the Contract Documents and final acceptance by Project Manager, Contractor shall submit final waivers of lien, a final request for payment including the ten (10%) percent withheld, and any issued keys. Final payment shall be made by the Forest Preserve within sixty (60) calendar days after receipt of the above items.

ARTICLE VI Financial Assurances

6.1 - Bonding:

Contractor shall submit and maintain a Performance Bond and a Labor and Materials Payment Bond for an amount equal to 100% of the Contract. The Surety shall be a corporation licensed to do such business in the State of Illinois and must be acceptable to the Forest Preserve. Bonds shall guarantee the faithful performance of the work in accordance with the Contract, payment of indebtedness incurred for labor and materials, and guaranteed correction of work for a period of one (1) year after final payment. Bonds shall state that the surety waives notice of any change in the terms of the Contract occurring after the execution and delivery of such bonds. Premiums on bonds shall be paid by Contractor. Bonds shall include provisions to guarantee the faithful performance of prevailing wage laws.

If at any time the Forest Preserve becomes dissatisfied with the Surety, or for any other reason such Bonds shall cease to be adequate security for the Forest Preserve, Contractor shall within five (5) calendar days after receiving written notice to do so, substitute acceptable Bonds in such form and sum signed by such other Surety satisfactory to the Forest Preserve, at no cost to the Forest Preserve.

6.2 - Guarantee:

Contractor guarantees that materials, equipment, and workmanship shall be free from defects for a period of one (1) year from the date of completion and final acceptance. Corrective replacement shall be made by Contractor, at no expense to the Forest Preserve, within thirty (30) calendar days after written notification by the Forest Preserve. When Contractor fails to correct any such defects of the Work as provided in this Article, the Forest Preserve reserves the right to correct the Work at the Contractor's expense as provided in the General Conditions, Article II, Section 2.4.

6.3 - Insurance:

Contractor shall furnish the Forest Preserve with a Certificate of Insurance in duplicate within ten (10) calendar days of Award of Contract showing coverage of required insurance. Certificates of Insurance shall be in a form acceptable to the Forest Preserve and shall (1) be signed by the insurance company or authorized agent; (2) certify the name and address of the insured party; (3) describe the work covered by the insurance; (4) display insurance policy numbers; (5) outline limits of policy coverage and expiration date; (6) specifically state the "Forest Preserve District of Will County is additionally named insured under the policy"; and (7) provide certification that the policy will not be modified, amended, changed, cancelled, or terminated without thirty (30) business days prior written notice to the Forest Preserve.

Contractor shall keep the required insurance in force during performance of the Contract. Contractor shall not commence work under the Contract until the required insurance has been obtained and Certificates of Insurance furnished to the Forest Preserve. When an umbrella or excess coverage policy is used, the Forest Preserve reserves the right to require a copy of the entire policy. Insurance shall be in form and substance issued by companies satisfactory to the Forest Preserve, shall provide primary coverage for the Forest Preserve, and shall meet the minimum requirements set forth in the attached Exhibit A.

ARTICLE VII Legal Requirements

7.1 - Indemnification:

Contractor shall protect, defend, indemnify, and hold harmless the Forest Preserve, its officers, commissioners, employees, representatives, and agents from and against all claims, actions, suits, judgments, settlements, awards, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising in whole or in part out of:

- A. Contractor's performance of, or failure to perform, the Work in accordance with the terms of the Contract.
- B. Infringement (actual or claimed) on patents, copyrights, trademarks or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
- C. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents, and servants) or damage to or destruction of property, including the loss of use thereof and any environmental damages:
- 1) caused in whole or in part by any act, error or omissions by Contractor, subcontractor, or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder:
- arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks, and property adjacent thereto; or
- arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.

7.2 - Laws and Permits:

Contractor shall at all times observe and comply with federal, state, and local laws, regulations, and ordinances which in any manner affect the conduct of the Work. Complaints, claims, or actions brought against Contractor for failure to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Forest Preserve to liability as provided in the General Conditions, Article VII, Section 7.1.

Contractor shall perform all work and use only those materials conforming to municipal, county, state, and federal codes regarding health, safety, and welfare. The Forest Preserve shall not be held responsible for failure of work or materials that do not conform to codes.

Prior to beginning the Work, Contractor shall obtain all necessary permits, licenses, and approvals, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall pay royalties of patented items and shall indemnify and hold harmless the Forest Preserve as provided in the General Conditions, Article VII, Section 7.1.

7.3 - Fair Employment Practices:

Contractor shall comply with the provisions of the Illinois Human Rights Act and the Illinois Department of Human Right's Equal Opportunity Clause, 44 Ill. Admin. Code 750, incorporated by reference and attached as Exhibit B, and all other applicable employment laws and regulations during the performance of the Contract.

Failure of Contractor to comply with the Act and the Equal Employment Opportunity Clause will result in cancellation of the Contract and possible sanctions or penalties as provided by statute or regulation.

7.4 - Prevailing Wage Act:

Contractor recognizes that the Forest Preserve is a public body which is subject to the Prevailing Wage Act, 820 ILCS 130/0.01, et seq (referred to as "Act" in this subsection). Contractor shall comply at all times with the provisions of the current Act, as well as any amendments thereto. Failure of Contractor to

comply with the Act, including but not limited to the section of records, provision of certified monthly payroll reports, and any and all rules and regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation based on its failure to comply with the Act.

The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

When the Illinois Department of Labor revises the prevailing rate of wages, these revised rates shall apply to the Contract. It will be the responsibility of the Contractor to obtain the revised rates from the Illinois Department of Labor and apply them appropriately throughout the duration of the Work.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the Work. Contractor shall provide one copy of a monthly certified payroll consisting of a complete record of all laborers, mechanics, and other workers employed by it on the Work including worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of each work day. Contractor shall supply a second copy of a monthly certified payroll consisting of a complete record of all laborers, mechanics, and other workers employed by them on the Work including worker's name, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of each work day. For its reporting, Contractor shall use the Illinois Department of Labor's Certified Transcript of Payroll Form (IL452CM02), available on the Department of Labor's website. Contractor shall allow the Forest Preserve access to these records for inspection purposes at any reasonable hour and upon reasonable notice. In the event Contractor fails to comply with the provisions of the Act, Contractor shall indemnify and hold harmless the Forest Preserve, its officers, employees, and agents from any and all liability arising from any violation of the Act. Contractor acknowledges and accepts that it will not receive any payment under the Contract unless it is in compliance with all provisions of the Act. Violations of the Act may result in penalties as provided in the Act.

7.5 - Employment of Illinois Workers:

Contractor recognizes that the Forest Preserve is a public body which is subject to the Employment of Illinois Workers on Public Work Projects Act, Illinois Revised Statutes, 30 ILCS 570, sec.1-7. Contractor shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Act, and any rules or regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation for failure to comply with the Act.

Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

In the event Contractor fails to comply with the provisions of the Act, Contractor shall indemnify and hold harmless the Forest Preserve as provided in the General Conditions, Article VII, Section 7.1.

7.6 Substance Abuse Prevention:

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (referred to as the "Act" in this subsection) and any other applicable laws and regulations governing substance use in the workplace. Prior to commencing the Work, the Contractor shall have in place a written program which meets or exceeds the program requirements in the Act and shall provide a copy of that program to the Forest Preserve.

Failure by the Contractor to comply with the requirements of the Act shall constitute a material default of the Contract and shall give the Forest Preserve the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Forest Preserve's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Forest Preserve all damages the Forest Preserve is entitled to under this Contract that arise from the default, together with interest, costs, and the Forest Preserve's reasonable attorney fees.

ARTICLE VIII Miscellaneous Provisions

8.1 - Freedom of Information Act:

This contract and all related public records maintained by, provided to, or required to be provided to the Forest Preserve are subject to the Illinois Freedom of Information Act, 5 ILCS 140.

8.2 Audit/Retention of Records:

Contractor and its subcontractors shall maintain books and records relating to the performance of this Contract and any subcontract necessary to support amounts charged to the Forest Preserve pursuant this Contract or subcontract. All records, including electronic records, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract.

If Federal funds are used to pay contract costs, the Contractor and its subcontractors must retain their respective records for five (5) years.

All such records related to the Contract are subject to an audit by representatives of the Forest Preserve, upon reasonable notice and during normal business hours, and the Contractor and any subcontractors shall not impose a charge for any audit or examination the records.

8.3 Assignment:

This contract may not be assigned or transferred in whole or in part by the Contractor without the prior written consent of the Forest Preserve.

8.4 Amendments:

The parties agree that this Contract and all Exhibits attached hereto may be amended only by the mutual, written consent of the parties by means of the same procedures used to adopt this Contract and authorize its execution in the first instance.

8.5 Governing Law:

The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this A. Venue for any dispute related to or arising out of this Contract shall be in the Circuit Court of Will County.

8.6 Severability:

If any provisions of this Contract are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.



Return to: Cori Crawford Email: corawford@fpclwcorg

17540 W. Laraway Road Joliet, IL 60433 Phone (815) 727-8700 Fax (815) 722-3608

\$50 Permit Fee Required

SPECIAL USE PERMIT APPLICATION

| Construction | Research | ☐ Education | Utilities | ☐ FPDWC Project | ☐ Other |
|--------------------|---------------|-------------------|---------------|-----------------|---------|
| | | Organization Requ | esting Permit | | |
| Organization: | | | | | |
| Address: | | Cit | у: | State: Zi | p: |
| Contact Person: | | | | | |
| E-Mail: | | | | | |
| Phone: | | Cell: | | Fax: | |
| | | | | | |
| | | Sub-Contractor I | nformation | | |
| Sub-Contractor/Org | ganization: | | | | |
| Address: | | Cit | ty: | State: Z | p: |
| Sub-Contractor Cor | ntact Person: | | | | |
| E-Mail: | | | | | |
| Phone: | | Cell: | | Fax: | |

Vehicle Information

(Post in Car Window if Vehicle is not in designated parking area or extended hours)

| Number of Vehicles: | | Number in Group: | | |
|--|--|--|----------------------------|--------------------|
| Description of Vehicle License Plate Nur | | | | |
| Preserve: | | Location within Prese | erve: | |
| | | | | |
| Description of Work: | | | | |
| Will anything be remo | n site? Yes | Yes No No If yes, describe. | If yes, describe: | |
| Permit Start Date: | | Permit Er | nd Date: | |
| Permitted Days of We | ek: | Permitted | d Hours: | |
| | | Standard Conditions: | | |
| excavation wor | k. Project number assigned b | | provide proof of JULIE not | ification prior to |
| Provide proof of Will County in Send to Attn: M Project area will writing. | s additionally insured with relatt Ruhter, 17540 W. Larawall be restored to pre-existing o | ance for no less than \$1,000,00 spect to the General Liability p by Road, Joliet, IL 60433. condition if impacted by the p | policy." | |
| | and other safety measures tal displayed in front window of v | ken. vehicle described on Page 1 wh | nen accessing preserve fro | om non-designated |

3/12/2020 Section 750

Joint Committee on Administrative Rules

ADMINISTRATIVE CODE

TITLE 44: GOVERNMENT CONTRACTS, GRANTMAKING, PROCUREMENT AND PROPERTY MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the

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- Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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

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

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Check Sheet for Recurring Special Provisions

| ocal Public Agency Cou | | | County | Section Number |
|------------------------|-------------|---|--------------------------|----------------------------|
| orest Pres | | | | |
| Check thi | s box for | lettings prior to 01/01/2024. | | |
| he Following | Recurrin | g Special Provisions Indicated By An "X" Are Applicable | e To This Contract And A | are Included By Reference: |
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| Local Public Agency | County | Section Number |
|---|--------|----------------|
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The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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BDE SPECIAL PROVISIONS For the April 26 and June 14, 2024 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

| Fil | e Name | # | | Special Provision Title | Effective | Revised |
|-----|--------|----|--------|---|---------------|----------------|
| | 80099 | 1 | | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2022 |
| | 80274 | 2 | П | Aggregate Subgrade Improvement | April 1, 2012 | April 1, 2022 |
| | 80192 | 3 | \Box | Automated Flagger Assistance Devices | Jan. 1, 2008 | April 1, 2023 |
| | 80173 | | 同 | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Aug. 1, 2017 |
| | 80426 | | Ħ | Bituminous Surface Treatment with Fog Seal | Jan. 1, 2020 | Jan. 1, 2022 |
| * | 80241 | | Ħ | Bridge Demolition Debris | July 1, 2009 | ., |
| * | | 7 | Ħ | Building Removal | Sept. 1, 1990 | Aug. 1, 2022 |
| * | | 8 | Ħ | Building Removal with Asbestos Abatement | Sept. 1, 1990 | Aug. 1, 2022 |
| | 80449 | | Ħ | Cement, Type IL | Aug. 1, 2023 | 7 tag. 1, 2022 |
| | 80384 | | Ħ | Compensable Delay Costs | June 2, 2017 | April 1, 2019 |
| * | 80198 | 11 | Ħ | Completion Date (via calendar days) | April 1, 2008 | 7 tpm 1, 2010 |
| * | 80199 | 12 | Ħ | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| | 80453 | 13 | H | Concrete Sealer | Nov. 1, 2023 | |
| | 80261 | 14 | H | Construction Air Quality – Diesel Retrofit | June 1, 2010 | Nov. 1, 2014 |
| | | 15 | H | Corrugated Plastic Pipe (Culvert and Storm Sewer) | Jan. 1, 2021 | 1107. 1, 2014 |
| * | 80029 | 16 | H | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Mar. 2, 2019 |
| | | | H | · · · · · · · · · · · · · · · · · · · | April 1, 2009 | |
| | | 17 | H | Fuel Cost Adjustment | • | Aug. 1, 2017 |
| | | 18 | H | Full Lane Sealant Waterproofing System | Nov. 1, 2023 | |
| | | 19 | H | Grading and Shaping Ditches Grading Professing Thermonlestic Powement Markings | Jan. 1, 2023 | lan 1 2022 |
| | 80433 | | H | Green Preformed Thermoplastic Pavement Markings | Jan. 1, 2021 | Jan. 1, 2022 |
| | 80443 | | Η | High Tension Cable Median Barrier Removal | April 1, 2022 | |
| | 80456 | | 님 | Hot-Mix Asphalt | Jan. 1, 2024 | A 4 0000 |
| | 80446 | | Н | Hot-Mix Asphalt - Longitudinal Joint Sealant | Nov. 1, 2022 | Aug. 1, 2023 |
| | 80438 | | 뭐 | Illinois Works Apprenticeship Initiative – State Funded Contracts | June 2, 2021 | April 2, 2024 |
| | 80045 | | 닏 | Material Transfer Device | June 15, 1999 | Jan. 1, 2022 |
| | 80450 | | 닏 | Mechanically Stabilized Earth Retaining Walls | Aug. 1, 2023 | |
| | 80441 | | 빌 | Performance Graded Asphalt Binder | Jan. 1, 2023 | |
| | 80451 | | Ц | Portland Cement Concrete | Aug. 1, 2023 | |
| * | 34261 | 29 | Щ. | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2022 |
| | 80455 | 30 | Щ | Removal and Disposal of Regulated Substances | Jan. 1, 2024 | April 1, 2024 |
| | | 31 | Щ | Seeding | Nov. 1, 2022 | |
| | 80457 | | Щ | Short Term and Temporary Pavement Markings | April 1, 2024 | |
| | 80448 | 33 | Ш | Source of Supply and Quality Requirements | Jan. 2, 2023 | |
| | 80340 | | Ш | Speed Display Trailer | April 2, 2014 | Jan. 1, 2022 |
| | 80127 | | Ш | Steel Cost Adjustment | April 2, 2004 | Jan. 1, 2022 |
| | 80397 | | | Subcontractor and DBE Payment Reporting | April 2, 2018 | |
| | 80391 | | | Subcontractor Mobilization Payments | Nov. 2, 2017 | April 1, 2019 |
| | 80437 | 38 | | Submission of Payroll Records | April 1, 2021 | Nov. 2, 2023 |
| | 80435 | 39 | | Surface Testing of Pavements – IRI | Jan. 1, 2021 | Jan. 1, 2023 |
| | 80410 | 40 | | Traffic Spotters | Jan. 1, 2019 | |
| * | 20338 | 41 | | Training Special Provisions | Oct. 15, 1975 | Sept. 2, 2021 |
| | 80429 | 42 | | Ultra-Thin Bonded Wearing Course | April 1, 2020 | Jan. 1, 2022 |
| | 80439 | 43 | | Vehicle and Equipment Warning Lights | Nov. 1, 2021 | Nov. 1, 2022 |
| | 80302 | 44 | | Weekly DBE Trucking Reports | June 2, 2012 | Nov. 1, 2021 |
| | 80454 | 45 | | Wood Sign Support | Nov. 1, 2023 | |
| | 80427 | 46 | | Work Zone Traffic Control Devices | Mar. 2, 2020 | |
| * | 80071 | 47 | | Working Days | Jan. 1, 2002 | |
| | | | | | | |

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2024 Supplemental Specifications and Recurring Special Provisions.

| File Name | Special Provision Title | New Location(s) | <u>Effective</u> | Revised |
|-----------|---------------------------------|----------------------------|------------------|---------|
| 80436 | Blended Finely Divided Minerals | Articles 1010.01 & 1010.06 | April 1, 2021 | |
| 80440 | Waterproofing Membrane System | Article 1061.05 | Nov. 1, 2021 | |

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LOCAL ROADS SPECIAL PROVISION LR 107-4 LOCAL ROADS SPECIAL PROVISION LR 406

BDE SPECIAL PROVISIONS

SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as Rock Run Greenway Rehabilitation and in case of conflict with any part or parts of said specifications; the said Special Provisions shall take precedence and govern.

All construction shall be done in accordance with:

- A. "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2022
- B. "Supplemental Specifications and Recurring Special Provisions", Adopted January 1, 2024
- C. Latest Edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (IMUTCD)
- D. Standard Specifications for Water and Sewer Main Construction in Illinois" 2020, 8th Edition
- E. Latest Edition of the Manual of Test Procedure of Materials
- F. "Special Provisions" Included in the Contract Documents
- G. All Permits
- H. The "Natural Resources Conservation Service Technical Guide and Engineering Field Manual"
- I. The "Illinois Urban Manual", and the "Illinois Urban Manual Field Manual for Inspection of Erosion and Sediment Control Best Management Practices"
- J. The "Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois"
- K. Americans With Disabilities Act of 1990 Accessibility Guidelines.

LOCATION OF PROJECT

This project is located within the Rock Run Preserve, just north of Black Road. The Rock Run Preserve is part of the Forest Preserve District of Will County.

DESCRIPTION OF PROJECT

The work consists of rehabilitating existing asphalt trails, construction of a new boardwalk, sidewalk and ADA ramps, earth excavation, seeding, topsoil, landscaping, as well as all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

SECTION 105 - CONTROL OF WORK AND PROSECUTION AND PROGRESS

It is the intent of the Forest Preserve District of Will County that this project be constructed in an orderly and timely manner. Toward this end, the CONTRACTOR shall take special note of the provision of Article 105.06, Article 108.01 paragraph 2, and Article 108.02 of the Standard Specifications which shall be adhered to.

ARTICLE 105.09 – PAVEMENT MARKING PAINT

In addition to the requirements of Article 105.09 of the Standard Specifications, the CONTRACTOR shall furnish, white, pink or purple pavement marking paint in aerosol cans, for use by the ENGINEER; this shall be included in the cost of mobilization. The CONTRACTOR and SUBCONTRACTORS shall only use these same colors for their own markings, therefore, <u>not</u> using J.U.L.I.E. utility colors.

SECTION 106 – CONTROL OF MATERIALS

In addition to the requirements of Section 106 of the Standard Specifications, the following shall apply:

1.0-GENERAL

1.1 DESCRIPTION

This section defines the Contractor's Quality control and Quality assurance scope of work with regards to providing a product which meets the requirement of this project.

1.2 BASIS OF PAYMENT

QA/QC shall be considered incidental to the contract.

1.3 INCORPORATED SPECIFICATIONS

The following specifications are incorporated into this document:

Illinois Department of Transportation, <u>Standard Specifications for Road and Bridge Construction</u>, latest revision. (IDOT SSRBC)

Illinois Department of Transportation, Special Provision Check Sheet # 31, Quality Control/Quality Assurance of Concrete Mixtures

Illinois Department of Transportation, Project Procedures Guide, latest revision.

2.0 MATERIALS

2.1 All material shall be in accordance with IDOT SSRBC division 1000 materials except as modified herein.

3.0-EXECUTION

- 3.1 RESPONSIBILITY OF THE CONTRACTOR
 - The Contractor shall give the Work the constant attention which is necessary to facilitate the progress thereof and shall cooperate to the fullest extent with the Approved Representative of the Forest Preserve (a.k.a. but not limited to: Owner's Representative, Consultant, Landscape Architect, Architect, Engineer), with Subcontractors, and with all other agencies and persons currently performing Work on or adjacent to the Work. The Contractor shall at all times have a competent English speaking superintendent as his/her agent on the Work, who is capable of reading and thoroughly understanding the Drawings and Specifications, and who shall promptly supply such materials, tools, equipment, and labor as may be required to complete the Work. Such superintendent shall be furnished irrespective of the amount of Work authorized to be sublet.
 - The Contractor's representative shall keep the Approved Representative of the Forest Preserve informed of the Contractor's planned operations for the following day(s) and notify the Approved Representative of the Forest Preserve at least seventy-two (72) hours prior to the start of any operation requiring cooperation with others.
 - The Contractor shall provide QC/QA in accordance with the latest revision of the Illinois Department of Transportation (IDOT) "Project Procedures Guide". Any request to vary from the "Project Procedures Guide" shall be made in writing.
 - The Contractor shall directly contract with a single independent IDOT pre-qualified material testing laboratory to provide material testing on-site. The Contractor shall notify the Approved Representative of the Forest Preserve with the firm contact information at the preconstruction meeting. If the Contractor elects to change laboratories during construction the Contractor shall provide the Approved Representative of the Forest Preserve with 2 weeks' notice of such a change. The Contractor shall coordinate his/her operations with the testing service. The Contractor shall be responsible for ensuring the testing service is on-site prior to start of the installation that shall be tested.
 - The Contractor shall directly contract for all pre-construction material testing including plant sampling, mix-designs, obtaining standard and modified proctor tests for all materials prior to the start of work. The Contractor shall be responsible for obtaining approval from Approved Representative of the Forest Preserve the materials prior to installation.
 - The contracted independent IDOT prequalified material testing laboratory shall perform on-site QC testing and inspection for the following items at the QC frequency specified in the latest revision of the IDOT "Project Procedures Guide". At a minimum the following items shall be tested in accordance with IDOT criteria and

documented with field reports:

- Subgrade preparation and compaction
- Aggregate base course compaction
- Hot-Mix Asphalt
- Concrete
- Seeding, trees, and shrubs
- Pipe culvers and end sections
- Sign panels
- Anti-graffiti coating
- Wireless lighted pedestrian crossing system

If the Contractor has not arranged for technician to be on site prior to the start of work and when necessary, no work shall proceed and no delay cost shall be incurred by the owner. If work does proceed, it shall be removed and replaced at the Contractor's expense.

The Contractor shall be responsible for reviewing all test reports and coordinating with on-site technicians to ensure construction compliance with the specifications. The Contractor shall provide the Approved Representative of the Forest Preserve with copies of all test reports for record. Any non-conforming work installed without taking proper means to correct the deficiency shall be subject to rejection by the owner.

The Contractor shall be fully and finally responsible for assuring that the Work performed under the Contract, when completed, conforms with the requirements of the Contract Documents. The specific tests and inspections for certain categories of Work that are described later in this Section are not intended to limit the Contractor in carrying on his/her regular quality control program, as needed to assure such compliance. No failure of testing services to perform adequate inspections or tests or to properly analyze or report results, whether engaged by the Owner or the Contractor, shall relieve the Contractor of his/her responsibility for the quality of Work.

Work performed by the Contractor shall comply with recognized workmanship quality standards within the industry that are applicable to each element of the Work. The Contractor shall assure himself/herself that each tradesman performing any part of the Work is familiar with the applicable and recognized quality standards for the Work of his/her trade, is experienced in such Work and capable of furnishing workmanship complying with those standards.

The Contractor shall be responsible for assuring that the completed items of work are acceptable to the Approved Representative of the Forest Preserve. This responsibility includes hiring qualified subcontractors / tradesman that have extensive experience in manufacturing, installing or constructing the various items of work. This responsibility also includes constructing samples and mockups, as required, the submittal of shop drawings and the supervision of all items of work to assure compliance with all approved samples, mock-ups, shop drawings and other

architectural requirements.

3.2 INSPECTION

All materials and each part or detail of the Work shall be subject at all times to observation by the Approved Representative of the Forest Preserve and the Contractor will perform the Work according to the Specifications in regard to quality of material, workmanship, and the diligent execution of the Contract. Such observation may include mill, plant, or shop observation, and any material furnished under the Specifications. The Approved Representative of the Forest Preserve shall be allowed access to all parts of the Work, and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed observation.

The Contractor shall keep the Approved Representative of the Forest Preserve notified of his/her planned or contemplated operations sufficiently in advance of his/her operations so that observation may be arranged by the Approved Representative of the Forest Preserve. A minimum 48 hour notice is required. Such notice shall include the nature and location of the Work planned or contemplated, the date and time of starting and any hours out-side of the conventional Work day and Working week during which the prosecution of the Work is contemplated. The performance of any Work without such notice to the Approved Representative of the Forest Preserve and in the absence of observation or the written waiver thereof, shall, in itself, constitute sufficient grounds for the rejection of such Work. Any expense or cost of removing or uncovering Work performed without notice to the Approved Representative of the Forest Preserve as herein provided for purposes of making observation shall be borne by the Contractor regardless of whether the Work is later determined to be in compliance with the Drawings and Specifications.

The Contractor shall, if the Approved Representative of the Forest Preserve requires, remove or uncover such portions of the finished Work, for examination, as the Approved Representative of the Forest Preserve may request before the final acceptance of the same. After the examination, the Contractor shall restore said portion of the Work to the standard required by the Specifications. If the Work thus exposed or examined proves acceptable, the expense of uncovering or removing and replacing of the parts removed shall be paid for as Extra Work, but if the Work is so exposed or examined is unacceptable, the expense of uncovering or removing and replacing of the same in accordance with the Specifications shall be borne by the Contractor.

All Work which is rejected prior to final inspection because of defective materials or workmanship, or for otherwise failing to comply with the Contract, shall be remedied or removed and replaced by the Contractor at his/her expense and as requested by the Approved Representative of the Forest Preserve. Upon failure of the Contractor to comply promptly, the Owner shall, after giving written notice to the Contractor, have the authority to cause such defective Work to be remedied, or removed and replaced, or to cause unauthorized Work to be

removed by the use of the Contractor's own forces or through the employment of an independent Contractor selected by the Owner, and to deduct the cost thereof from any compensation due or to become due the Contractor. Work done beyond the lines shown on the Drawings or as given, of any Extra Work done without proper authorization in accordance with the Contract, will be considered as unauthorized and no compensation shall be due to the Contractor therefore, and Work so done may be requested to be removed or replaced at the Contractor's expense.

The Approved Representative of the Forest Preserve will make a final inspection of Work included in the Contract as soon as reasonably possible after being notified by the Contractor that the Work is completed. The Contractor shall give written notice to the Approved Representative of the Forest Preserve when the Work is ready for final inspection.

If the Work is not acceptable to the Approved Representative of the Forest Preserve at the time of such inspection, the Approved Representative of the Forest Preserve will advise the Contractor in writing as to the particular defects to be remedied before final acceptance. If, within a period of ten (10) days after such notice, the Contractor has not taken steps to speedily complete the Work as outlined by the Approved Representative of the Forest Preserve, the Owner may, without further notice and without in any way impairing the Contract, make such other arrangements as it may deem necessary to have the Work completed in a satisfactory manner through the employment of an independent Contractor selected by the Owner. The cost of so completing the Work will be deducted from any monies due or which may become due the Contractor on his/her Contract. The Approved Representative of the Forest Preserve will ascertain the date upon which all Work was completed, and promptly after the final inspection and acceptance he/she will indicate said date to the Contractor in writing.

3.3 DIMENSIONS

The Contractor shall verify all dimensions at the site for the Work and for dimensions shown to existing structures. Notify Approved Representative of the Forest Preserve of any discrepancies, and suspend fabrication or installation of Work adversely affected by such discrepancies until further clarification is received from the Approved Representative of the Forest Preserve.

The Contractor shall be responsible for cutting and patching of finished Work or fabricated components necessary to achieve a dimensionally satisfactory installation and fit of the Work.

3.4 SUBGRADE AND AGGREGATE BASE COURSE TESTING

Contractor shall perform proof roll of the compacted subgrade prior to placing aggregate base course and proof roll of the aggregate base course prior to final paving. Any area exhibiting excessive deflection shall be repaired by Contractor and re-tested. Proof roll shall be performed using a fully-loaded six-wheel dump truck.

AVAILABLE REPORTS

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

| Ш | Record structural plans |
|-------------|--|
| | Preliminary Site Investigation (PSI) |
| | Preliminary Environmental Site Assessment (PESA) |
| \boxtimes | Soils/Geotechnical Report |
| \boxtimes | Boring Logs |
| | Pavement Cores |
| | Location Drainage Study (LDS) |
| | Hydraulic Report |
| | Noise Analysis |
| | Other: |
| | |

Those seeking these reports should request access from:

Jason Buss, Director of Maintenance and Operations Forest Preserve District of Will County 17540 W. Laraway Rd, Joliet, IL 60433 (815) 582-1619

STATUS OF UTILITIES

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

| Agency/Company | Name of contact | Phone | E-mail address |
|--------------------------------|---|--------------|--|
| AT&T | Jamel McGinnis | | g05256@att.com |
| Brightspeed-Lumen (Level 3) | Ben Pacocha | 877-253-8353 | Ben.pacocha@lumen.com relocations@lumen.com |
| Comcast | Martha Gieras | 224-229-5862 | Martha_gieras@cable.comcast.com |
| ComEd | Lisa Argast | 630-437-3381 | Lisa.argast@comed.com |
| City of Joliet | ty of Joliet Jose Garcia 815-724-4256 Jgarcia2@joliet | | Jgarcia2@joliet.gov |
| Nicor Gas | Charles Parrott | 630-388-3319 | gasmaps@nicor.com |

TRAFFIC CONTROL PLAN

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

Special attention is called to Articles 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control. Any detour requests for side street construction shall conform to the MUTCD and be approved by the Engineer.

The Contractor shall contact the Resident Engineer at least 96 hours in advance of beginning work.

Traffic control shown is minimum required; additional traffic control as required and as directed by engineer is included in the TRAFFIC CONTROL AND PROTECTION, (SPECIAL) pay item.

Highway Standards:

701301-04 Lane closure, 2L, 2W short time operations
 701501-06 Urban lane closure, 2L, 2W, undivided
 701606-10 Urban lane closure, multilane, 2W with mountable median
 701901-08 Traffic control devices

Details:

None

Special Provisions:

Failure to Open Traffic Lanes to Traffic (D1)
Maintenance of Roadways
Traffic Control And Protection, (Special)

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC (D-1)

Effective: March 22, 1996 Revised: February 9, 2005

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

One lane or ramp blocked = \$1500/(15 mins)

Two lanes blocked = \$3000/(15 mins)

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

FRICTION AGGREGATE (D-1)

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

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

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

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

| Use | Mixture | Aggregates Allowed |
|------------------------------|--|---|
| Class A | Seal or Cover | Aggregates Allowed Allowed Alone or in Combination 5/: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag |
| | | Crushed Concrete |
| HMA Low ESAL | Stabilized Subbase or Shoulders | Allowed Alone or in Combination 5/: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag1/ Crushed Concrete |
| HMA High ESAL Low ESAL | Binder IL-19.0 or IL-19.0L SMA Binder | Allowed Alone or in Combination ^{5/6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/} |

| Use | Mixture | Aggregates Allowed | | | | | |
|------------------|-------------------|----------------------------------|-------------------------------|--|--|--|--|
| HMA | C Surface and | Allowed Alone or in | Combination 5/: | | | | |
| High ESAL | Leveling Binder | Crushed Gravel | | | | | |
| Low ESAL | IL-9.5 or IL-9.5L | Carbonate Crushed | Stone ^{2/} | | | | |
| | | Crystalline Crushed | Stone | | | | |
| | SMA | Crushed Sandstone | | | | | |
| | Ndesign 50 | Crushed Slag (ACBF) | | | | | |
| | Surface | Crushed Steel Slag ^{4/} | | | | | |
| | | Crushed Concrete ^{3/} | | | | | |
| HMA | D Surface and | Allowed Alone or in | Combination 5/: | | | | |
| High ESAL | Leveling Binder | Crushed Gravel | | | | | |
| | IL-9.5 | Carbonate Crushed | Stone (other than | | | | |
| | | Limestone) ^{2/} | _ | | | | |
| | SMA | Crystalline Crushed | Stone | | | | |
| | Ndesign 50 | Crushed Sandstone | _, | | | | |
| | Surface | Crushed Slag (ACBI | | | | | |
| | | Crushed Steel Slag ⁴ | 1 | | | | |
| | | Crushed Concrete ^{3/} | | | | | |
| | | 0.1 0 1.1 | A.II | | | | |
| | | Other Combinations | Allowed: | | | | |
| | | Up to | With | | | | |
| | | 25% Limestone | Dolomite | | | | |
| | | 50% Limestone | Any Mixture D | | | | |
| | | | aggregate other | | | | |
| | | | than Dolomite | | | | |
| | | 75% Limestone | Crushed Slag | | | | |
| | | | (ACBF) or | | | | |
| | | | Crushed | | | | |
| | | | Sandstone | | | | |
| HMA High ESAL | E Surface | Allowed Alone or in | Combination ^{5/6/} : | | | | |
| Ingili EO/ (E | 12 0.0 | Crystalline Crushed | Stone | | | | |
| | SMA | Crushed Sandstone | - | | | | |
| | Ndesign 80 | Crushed Slag (ACBI | =) | | | | |
| | Surface | Crushed Steel Slag | | | | | |
| | | Gradina Gradi Grag | | | | | |
| | | No Limestone. | | | | | |
| | | Other Combinations Allowed: | | | | | |
| | | Up to | With | | | | |
| | | 50% Dolomite ^{2/} | Any Mixture E | | | | |
| | | | aggregate | | | | |

| Use | Mixture | Aggregates Allowed | | | | |
|------------------|---|---|---|--|--|--|
| | | 75% Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone | | | |
| | | 75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/} | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag | | | |
| HMA High ESAL | F Surface IL-9.5 SMA Ndesign 80 Surface | Allowed Alone or in Crystalline Crushed Crushed Sandstone Crushed Slag (ACB Crushed Steel Slag No Limestone. | Combination 5/6/: Stone | | | |
| | | Other Combinations | 1 | | | |
| | | Up to 50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/} | With Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone | | | |

Crushed steel slag allowed in shoulder surface only.

Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.

Crushed concrete will not be permitted in SMA mixes.

Crushed steel slag shall not be used as leveling binder.

When combinations of aggregates are used, the blend percent measurements shall be by volume."

Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

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

Revise Article 1004.03(c) to read:

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

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

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

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

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

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

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

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

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

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

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

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

| "MIXTURE COMPOSITION (% PASSING) 1/ | | | | | | | | | | | | |
|-------------------------------------|--------|---------------------|-----|-----|----------------|-----|-------|-----|--------|------|-----|-----|
| Sieve | IL-19. | IL-19.0 mm SMA 12.5 | | SMA | A 9.5 IL-9.5mm | | IL-9. | 5FG | IL-4.7 | 5 mm | | |
| Size | min | max | min | max | min | max | min | max | min | max | min | max |

| | | | | | 1 | | | | | | | |
|------------------------------|-----|-----|-----|--------|-----|-------------------|-------|------------------|-----|------------------|-----|--------|
| 1 1/2 in (37.5 mm) | | | | | | | | | | | | |
| 1 in. (25 mm) | | 100 | | | | | | | | | | |
| 3/4 in. (19 mm) | 90 | 100 | | 100 | | | | | | | | |
| 1/2 in. (12.5 mm) | 75 | 89 | 80 | 100 | | 100 | | 100 | | 100 | | 100 |
| 3/8 in. (9.5 mm) | | | | 65 | 90 | 100 | 90 | 100 | 90 | 100 | | 100 |
| #4 (4.75 mm) | 40 | 60 | 20 | 30 | 36 | 50 | 34 | 69 | 60 | 75 ^{6/} | 90 | 100 |
| #8 (2.36 mm) | 20 | 42 | 16 | 24 4/ | 16 | 324/ | 34 5/ | 52 ^{2/} | 45 | 606/ | 70 | 90 |
| #16 (1.18 mm) | 15 | 30 | | | | | 10 | 32 | 25 | 40 | 50 | 65 |
| #30 (600 μm) | | | 12 | 16 | 12 | 18 | | | 15 | 30 | | |
| #50 (300 μm) | 6 | 15 | | | | | 4 | 15 | 8 | 15 | 15 | 30 |
| #100 (150 μm) | 4 | 9 | | | | | 3 | 10 | 6 | 10 | 10 | 18 |
| #200 (75 μm) | 3.0 | 6.0 | 7.0 | 9.0 3/ | 7.5 | 9.5 ^{3/} | 4.0 | 6.0 | 4.0 | 6.5 | 7.0 | 9.0 3/ |
| #635 (20 μm) | | | ≤ | 3.0 | ≤ 3 | 3.0 | | | | | | |
| Ratio Dust/Asphalt Binder | | 1.0 | | 1.5 | | 1.5 | | 1.0 | | 1.0 | | 1.0 |

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

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

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0

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

| | 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 ^{1/} | 18.5 | | | | | | | | |
| SMA- 12.5 ^{1/2/5/} | | | | 17.0 ^{3/} /16.0 ^{4/} | | | | | |
| SMA-9.5 ^{1/2/5/} | 17.03/16.04/ | | | | | | | | |
| 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 ≥ 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."

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 ^{1/} | V_D , P , T_B , $3W$, O_T , O_B | V_S , T_B , $T_{F_1}O_T$ | As specified in Section 1030 |
| IL-4.75 and SMA ^{3/4/} | $T_{B,}$ 3W, O_{T} | T _F , 3W | As specified in Section 1030 |
| Mixtures on Bridge Decks ^{2/} | Тв | T _F | As specified in Articles 582.05 and 582.06. |

[&]quot;4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) 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_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B 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 third paragraph of Article 1030.10 of the Standard Specifications to read:

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

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.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Description. This work shall be performed in accordance with the Traffic Control Plan, section 701 of the standard specifications, IDOT Highway Standards, local ordinances and as directed by the Engineer.

Method of Measurement and Basis of Payment. For traffic control and protection the work shall be measured and paid for on a lump sum basis per traffic control and protection, (special) for all work associated with maintaining vehicular and pedestrian traffic control and protection and detours.

ITEMS AS ORDERED BY THE FOREST PRESERVE

Description. This work shall consist of various items of work which may be required to be done by the Contractor, the scope of which cannot be determined at the time of submittal of the proposal. This item provides a line item against which payment may be made.

General requirements. Work shall be done under this item as directed by the District.

Method of Measurement. This work will not be measured for payment. An allowance has been provided; one allowance = \$1 in approved expense as noted in basis of payment.

Basis of Payment. Payment for this work will be made as specified in supplemental specifications article 109.04 using a force account basis. Payment for this work will not exceed the costs incurred by the contractor and accepted by the engineer.

BOLLARD REMOVAL

Description. This work consists of removing and disposing of existing metal bollards and their foundations. This work shall include all materials, labor, and equipment to remove the bollards and foundations. After removal, the bollards and foundations shall become the property of the Contractor and shall be legally disposed of or recycled.

Method of Measurement. This work will be measured per each bollard removed.

TREE ROOT PRUNING (SPECIAL)

This work shall consist of pruning the tree roots in accordance with Section 201 of the Standard Specifications, with the following modifications:

Description. Root pruning shall be performed as shown on the plans or as directed by the Engineer. All pruning shall be performed by a professional arborist.

Schedule. When possible, root pruning shall occur in the dormant season. Pruning of Oaks in the growing season is prohibited. Any pruning during the growing season shall require the cut surfaces to be painted with latex paint to prevent the spread of disease. Trees that are indicated for root pruning shall be irrigated prior to, during, and after root pruning.

Inspection. The site shall be inspected for visible aboveground hazards prior to beginning any root management procedure. The location of utilities and other obstructions both below and above ground shall be considered prior to root management operations. Utilities and other obstructions include but are not limited to: gas; electric; communications; sewer; drainage; and, irrigation. Conditions identified that would affect the operation, or are outside of, the scope of work should be reported to the project engineer.

Practices. Root pruning using an approved mechanical root pruning saw or air excavator with a handsaw or chainsaw shall be performed prior to digging where noted on the plans or directed by the Engineer. Whenever roots of plant material to remain are exposed during construction, the damaged root ends are to be removed by cutting them off cleanly with a handsaw, reciprocating saw or chainsaw. Pruning shall be done in the presence of the Engineer.

Roots should be cut with equipment that minimizes cracking the wood and tearing the bark. Root pruning tools shall be selected to meet the objective while minimizing damage to the plant. Wounds to the tree should not be covered, except to manage desiccation or pests. Cuts should result in a smooth surface whenever possible. When treating injured roots, only loose or damaged tissue should be removed.

Heavy equipment should be located outside the root cut line or remain on existing pavement or on a soil-protecting surface.

Temporary staging areas for excavated soil should be located at a safe distance on the side of the trench furthest from the trunk.

Process. Within the tree protection zone remove any sod, coarse woody debris or fresh mulch away from the root collar area. Select tools to avoid root and trunk damage. Repeat until trunk and flare are clear, out to the root collar, where buttress roots divide. Use smaller hand tools, vacuum, or compressed water or air, to complete the excavation for the area that is to be root pruned.

For root cuts on only one side of a tree, the root cut distance shall be no less three times the diameter at breast height.

Roots should be exposed using minimally damaging excavation method prior to pruning. The final cut should result in a flat surface with adjacent bark firmly attached.

Exposed fine roots (2mm or less) that due to the construction activities will remain exposed for periods longer than 24 hours shall be covered with burlap and repeatedly sprayed with water until the landscape restoration occurs.

When the construction process permits and within 24 hours that root pruning operation occurs backfill the root pruning trench with material excavated from the trench or loose screened topsoil and top with 3-4" shredded hardwood bark mulch.

Pruning shall be done in the presence of the Engineer and in such a manner as to preserve the natural growth habit of each plant.

Fertilizing and watering after root pruning shall be as follows.

1. Fertilizer Nutrients. Fertilizer nutrients shall be applied within 48 hours after root damage occurs. A three (3) month slow-release fertilizer with a 1:1:1 ratio shall be applied at the rate of 5 lb (2 kg) of nutrients per 1000 sq ft (90 sq m).

Application shall be accomplished by placing dry fertilizer in holes in the soil. The holes shall be 8 to 12 in. (200 to 300 mm) deep and spaced 2 ft (600 mm) apart in an area beginning 30 in. (750 mm) from the base of the plant. Holes shall be punched with a punch bar, dug with a spade, drilled with an auger, or any other method approved by the Engineer. Approximately 0.02 lb (10 g) of fertilizer nutrients shall be placed in each hole [250 holes/1000 sq ft (250 holes/90 sq m)].

If the Engineer determines that the hole method of fertilizer placement is not practical or desirable, an approved method of uniform surface application will be allowed.

2. Supplemental Watering. If there has been less than 0.5" of total rainfall within the two weeks prior to root pruning, supplemental water shall be applied within 48 hours of any root damage. The water shall be applied at the rate of 2 gal/sq yd (9 L/sq m) of surface area within the root zone of plant material having sustained damage to the root zone. Subsequent weekly waterings shall be applied if deemed necessary by the Engineer.

The area within the tree protection zone shall be covered with a 2" layer of shredded hardwood bark mulch. This material will remain place until landscape restoration occurs.

Measurement and Payment. This work will be paid for at the contract unit price per foot for TREE ROOT PRUNING (SPECIAL) which price shall be payment in full for all labor, material, and equipment necessary for the supply, and installation of the planting soil and all incidental work and materials herein specified.

STRAW WATTLE

Description. This work shall be constructed in accordance with Section 280 of the Standard Specifications except where noted below. Work shall also be in accordance with the details in the plans and as directed by the Engineer.

The STRAW WATTLE will be constructed according to the Wattle Barrier Plan detail shown in the plans. The Wattle material shall be rolled excelsior per Section 1081 of the Standard Specifications. After the permanent stabilization has been established, the straw wattle should be removed.

Basis of Payment. This item will be paid for at the contract unit price per foot for STRAW WATTLE. The price shall be payment in full for all labor and material necessary to complete the work described above.

SHOULDER FILL AND RESTORATION

Description. This work shall include all materials, equipment, and labor necessary to place topsoil, grade, and place seed on the shoulders of the trail. This work includes the removal and off-site disposal of any asphalt debris, concrete debris, metal debris, and other deleterious or objectionable materials, as determined by the engineer. This work shall be done in accordance with Section 211 and 250 of the Standard Specifications except as modified herein.

Upon completion of the asphalt placement, the Contractor shall spread topsoil along the shoulder of the trail. The shoulder shall be sloped at a 2% grade away from the trail for a distance of 2 feet. Topsoil shall be placed at a maximum 1:4 slope away from the 2-foot shoulder until it matches into the existing ground. The topsoil shall be placed ½ inch below the top of the asphalt trail at the edge of the trail. Seeding, Class 1B shall be placed on the topsoil.

Method of Measurement. This work will be measured for payment in feet of shoulder fill and restoration.

Basis of Payment. This work will be paid for at the contract unit price per foot for SHOULDER FILL AND RESTORATION.

WASHOUT BASIN

<u>Description.</u> This item shall consist of constructing and maintaining a washout basin for concrete trucks and other construction vehicles.

<u>Requirements.</u> The work shall include general maintenance and removal of all construction debris.

<u>Basis of Payment.</u> This item will be paid for at the contract unit price per lump sum for WASHOUT BASIN.

STABILIZED CONSTRUCTION ENTRANCE

Description. This work consists of the construction and maintenance of an aggregate stabilized construction entrance for accessing the construction zone. The entrances shall be placed at locations as shown on the plans or as directed by the Engineer.

Construction Requirements. Stabilized construction entrances shall consist of 12 inches of CA-1 Aggregate placed over filter fabric. The filter fabric shall be included with this pay item. The aggregate shall be crushed stone or crushed gravel.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Pipe used for this will not be paid for, but shall be included in the work. The stabilized construction entrance will have positive drainage away from the roadway.

Maintenance shall consist of placing additional aggregate of the same type and gradation as the base aggregate. Additional aggregate will not be paid for, but shall be included in the work.

After the stabilized construction entrances have served their purpose, the suitable aggregate shall be removed, and, at the direction and approval of the Engineer, utilized for embankment construction or otherwise disposed of as specified in Article 202.03 of the Standard Specifications.

Method of Measurement. Stabilized construction entrances will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE.

HOT-MIX ASPHALT DRIVEWAY PAVEMENT

<u>Description.</u> This work shall consist of constructing hot-mix asphalt driveways.

<u>General.</u> This work shall be completed in accordance with Sections 311 and 406 of the Standard Specifications, the details on the plans and as specified herein.

The proposed hot-mix asphalt will be included in this item. Removal of the existing driveways and aggregate base course will be paid for separately.

Method of Measurement. This work will be measured for payment in square yards

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT of the thickness specified.

CONSTRUCTION LAYOUT

The Contractor shall be required to complete the construction layout for this project. The Engineer will provide adequate benchmarks as shown in the plans and listed herein. Any additional control points set by the Engineer will be identified in the field to the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment and material to set all additional layout for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The path alignment shall be staked out at 50' intervals for a walk through with the Forest Preserve prior to any construction activities. The path alignment may be modified by the Forest Preserve and may require restaking prior to beginning construction. The cost of the additional restaking shall be included in the cost of Construction Layout.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection of checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans.
- b. The Engineer will accept responsibility for the accuracy of the initial control points as provided herein.
- c. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's layout; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the layout is used for construction purposes.

Responsibility of the Contractor

a. The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grades in substantially completed construction work. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.

b. 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.

Measurement and 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.

GRADING AND SHAPING SHOULDERS

Description. This work shall include all materials, equipment, and labor necessary to grade and shape shoulders adjacent to the existing trail. This work includes the removal and off-site disposal of any asphalt debris, concrete debris, metal debris, and other deleterious or objectionable materials, as determined by the engineer. This work shall be done in accordance with Section 211 and 250 of the Standard Specifications except as modified herein.

Upon completion of the asphalt placement, the Contractor shall grade and shape the shoulder of the trail. The shoulder shall be smooth and sloped away from the trail for a distance of 2 feet. Topsoil shall be furnished and used to fill in any low areas. Seeding, Class 1B shall be placed on the graded area.

Method of Measurement. This work will be measured for payment in feet of grading and shaping shoulders

Basis of Payment. This work will be paid for at the contract unit price per foot for GRADING AND SHAPING SHOULDERS.

TRAIL TREE ROOT BARRIER

Description. This work shall include all materials, equipment, and labor necessary to install a root barrier in a trench adjacent to the existing trail. The root barrier shall be installed at locations as directed by the Engineer.

The root barrier shall have a minimum depth of 19.5" and shall be installed in accordance with the manufacturers instructions. The barrier shall function to provide both a physical and chemical barrier zone to prevent root encroachment. After installation of the barrier, the trench shall be backfilled and topsoil placed over the barrier. The root barrier shall be Biobarrier, manufactured by Typar Geosynthetics or Engineer approved equal.

Method of Measurement. This work will be measured for payment in feet of installed root barrier.

Basis of Payment. This work will be paid for at the contract unit price per foot for TRAIL TREE ROOT BARRIER.

TIMBER MATTING

Description. This work consists of furnishing, placing and removing timber mats and/or low ground pressure equipment to protect a wetland area from compaction, rutting, and destruction of vegetation.

Construction Requirements. Prior to ordering materials or entering the wetland, the contractor shall submit a Wetland Construction Access/Staging Work plan which meets the requirements of the Section 404 permit issued by the USACE. The plan must take into account the existing soil in the wetland and the equipment to be used by the Contractor. The plan shall be submitted and approved by the Engineer prior to the commencement of work within the wetland area.

The timber mats must cover all areas of the wetland that will be used for vehicle access. No access may occur outside of the mats within the wetland boundary. The contractor shall determine the thickness of the matting necessary to support his proposed equipment, while protecting the wetland area. The mats shall not be expanded to cover areas in excess of what is shown on the plans.

After removal of the mats, the contractor shall restore any areas of damaged soil or vegetation with erosion control blanket and seeding as shown on the erosion control plans. The cost of the blanket and seeding will be paid for separately. Removal and disposal of the mats off-site after use shall be considered included in the cost of Timber Matting.

Basis of Payment. This work will be paid for at the square foot price for TIMBER MATTING.

TEMPORARY STREAM CROSSING

Description. This work consists of furnishing, placing and removing bridged timber mats to cross a stream.

Construction Requirements. Prior to ordering materials, the contractor shall submit a Stream Crossing Work plan which meets the requirements of the Section 404 permit issued by the USACE. The crossing plan must take into account the equipment to be used by the Contractor and the crossing must extend beyond the normal waterline of the stream. All work to construct the crossing must take place on the stream banks, no in-stream work will be allowed. The plan shall be submitted and approved by the Engineer prior to the construction of the stream crossing. The steam crossing shall have sufficient height to pass the normal flow of the stream without restriction.

After removal of the crossing, the contractor shall restore any areas of damaged soil or vegetation with erosion control blanket and seeding as shown on the erosion control plans. The cost of the blanket and seeding will be paid for separately. Removal and disposal of the crossing off-site after use shall be considered included in the cost of Temporary Stream Crossing.

Basis of Payment. This work will be paid for at the lump sum price for TEMPORARY STREAM CROSSING.

BOARDWALK STRUCTURE

Description. This work shall consist of the furnishing and installing of all cross bracing, boardwalk and railing as detailed in the plans, the Standard Specifications, AASHTO standards and as specified herein.

Submittals. Prior to the start of work, the Contractor shall submit design plans and calculations prepared and signed by a licensed structural engineer for all timber boardwalk to be reviewed and approved by the Engineer. This design shall include any timber stringers, decking, curbs, connections and concrete piers. The bottom of the boardwalk stringers must be at or above the 100 year floodplain elevation.

Wood Treatment By Pressure Process. Preservative Treatment for Above Ground Use, Ground Contact and Fresh Water:

- 1. Provide materials treated with and EPA approved preservative for structural lumber that is reviewed and accepted by the Engineer.
- 2. Kiln dried after treatment (KDAT) to 19% maximum moisture content for lumber and 18% for plywood.
- 3. Use 0.60 lbs/Cu. Ft. retention for all non-pile wood.
- 4. Treat wood in contact with waterproofing, masonry, concrete, exposed to the elements, the first18 inches of buried, and as indicated on the plans.

Drilled Shafts. Drilled shafts and concrete piers shall be constructed in accordance with Section 516 and Section 503 of the Standard Specifications and as shown in the plans. The contractor shall be responsible for all shaft layout and sizing. Prior to drilling, the Contractor shall have Engineer approved shop drawings for the shafts and pier reinforcement.

Lumber.

- 1. All dimensional lumber, 2" nominal thickness and larger, is to be Southern Yellow Pine and graded under the Southern Pine Inspection Bureau (SPIB) guidelines. All dimensional members are to be S4S, #2 grade or better, with approved treatment, and is to have the appropriate grade stamp clearly marked.
- 2. Rail material to be Southern Yellow Pine, #1 gr. KDAT, or better with approved treatment.
- 3. All curbing, curb block, pedestrian guiderail cap and rails shall be S4S, KDAT to a 19% or less moisture content, No. 1 and better, and shall have the appropriate grade stamp.
- 4. Any wear decking, and handrail rails and cap to be KDAT to a 19% or less moisture content, No. 1 or better, and shall have the appropriate grade stamp.

Hardware And Miscellaneous Materials.

- Provide fasteners with a hot-dip zinc coating (ASTM A-153) for treated lumber and where wood is in ground contact, subjected to high relative humidity or exposed to weather.
- 2. All structural bolts for pilings shall be 3/4" diameter A307 hot dipped galvanized per AASHTO Specification #M-232. Contractor shall design the structural bolts as per structural requirements.
- 3. "Simpson" part number H-5 clips shall be used for all stringer to beam connections.

- 4. Hot dip galvanize all steel shapes after fabrication per AASHTO specification #M-111. Hot dip galvanize all hardware per AASHTO specification #M-232. Treat all field modifications to steel parts with cold galvanizing paint.
- 5. All welding to be per A.W.S. specifications by certified welders.

Marking of Pressure Treated Wood: Each piling, piece of lumber, or Plywood's shall be marked showing compliance with specified standards.

All pressure treated material shall be stored, for the duration of the project, in a manner that will prevent damage to the lumber, or any condition that might affect treatment.

Foundation shall be installed utilizing a driven timber piling system, with piling tip pointed down. Boardwalk shall be installed utilizing a stringer-to-pile cap construction method. Stringers are to be aligned in the direction of the structures path.

All exposed members and sharp corners shall be ground smooth to help prevent bridge users from cutting or scraping their hands.

Wood Decking. Wood decking for boardwalk bridges shall be nominal 3"x (minimal) timber decking. Wood type shall be southern pine (pressure treated) with a minimum allowable extreme fiber stress in bending of 1200 PSI and minimum modulus of elasticity of 1,600,000 PSI. Deck to be fastened with stainless steel screws or better. All screws will be recessed a minimum of 1/8" below deck surface. In the event that deck boards must be ripped in order to incorporate horizontal curvature into alignment of a bridge/boardwalk, the ends of a ripped deck board shall measure no less than 2".

Curbing. Timber curbing is to be installed along the entire length of the outer edge of each side of the boardwalk. Curbing is to be secured to the decking of the boardwalk with a minimum of 5/8" diameter Timber bolts with hex nut and washer. Joints where two consecutive curb lengths are butted shall have no distinguishable gaps. Both upper corners of the curbing are to be routered with a 3/4" diameter bit. Curb blocking is to be installed on 5' centers.

Abutments. Each pile supported boardwalk abutment shall be as shown on the plans. The abutments will consist of timber butt piling with horizontal boards, and will be secured with galvanized 40 penny nails. Abutment Cap board shall be #1 Grade KDAT, fastened with stainless steel screws or better. Backfill materials to be a clean, well-drained granular material, hand compaction in 8" max lifts. Backfill migration shall be prevented by installation of permeable filter fabric along the inside face of the abutment. The fabric shall not be damaged during backfill placement.

Filter Fabric Liner. "Mirafil" 140N needle punched, non-woven geo-textile, or equals to be attached to the entire backside of the abutment wall and extend to a minimum of 24" below the finished grade line. Fabric is to be adequately secured with 7/8" "Simplex" Plastic cap nails.

Method of Measurement and Basis of Payment. Boardwalk Structure shall be measured and paid for at the contract unit price per SQUARE FOOT for BOARDWALK STRUCTURE, which shall include all material, labor and equipment to complete the work as described. The cost of all drilled shaft foundations shall be included in the unit price for Boardwalk Structure. The area measured shall be the area from the outside of curb to the outside of the curb.

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:

| Forest Preserve District of Will County | | |
|---|--|--|
| Christopher B. Burke Engineering Ltd. | | |
| City of Joliet | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 35 working days.

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

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

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

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

| Effective Dates | Horsepower Range | Model Year |
|----------------------------|------------------|------------|
| | | |
| June 1, 2010 1/ | 600-749 | 2002 |
| | 750 and up | 2006 |
| 2/ | | |
| June 1, 2011 2/ | 100-299 | 2003 |
| | 300-599 | 2001 |
| | 600-749 | 2002 |
| | 750 and up | 2006 |
| | | |
| June 1, 2012 ^{2/} | 50-99 | 2004 |
| | 100-299 | 2003 |
| | 300-599 | 2001 |
| | 600-749 | 2002 |
| | 750 and up | 2006 |

^{1/} Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

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

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

^{2/} Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

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

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."

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

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

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

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

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

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

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

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.
 - Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.
- (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."

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 | | | |
|---|---------|---------|--|
| Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 64-3 Test SB/SBS PG 70-22 SB/SBS PG 76-2 SB/SBS PG 76-2 SB/SBS PG 76-2 | | | |
| 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), | 440 (40 =) | 440 (40 =) |
| 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 GTR PG 70-28 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 PG 46-34 |
| Test | SM PG 52-28 | SM PG 52-34 |
| | SM PG 58-22 | SM PG 58-28 |
| | SM PG 64-22 | |
| Small Strain Parameter (AASHTO PP 113) | | |
| BBR, 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 | 2 34 70 | |
| (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 | Surface | Polymer Modified Binder or Surface ^{3/} |
| 30 | 55 | 45 | 15 |
| 50 | 45 | 40 | 15 |
| 70 | 45 | 35 | 15 |
| 90 | 45 | 35 | 15 |
| SMA | | | 25 |
| IL-4.75 | | | 35 |

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

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

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

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

"250.07 Seeding Mixtures. The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

| CEMENT, TYPE IL (BDE) | | | | | | |
|--|--|--|--|--|--|--|
| Effective: August 1, 2023 | | | | | | |
| Add the following to Article 302.02 of the Standard Specifications: | | | | | | |
| "(k) Type IL Portland-Limestone Cement | | | | | | |
| Revise Note 2 of Article 352.02 of the Standard Specifications to read: | | | | | | |
| "Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used." | | | | | | |
| Revise Note 1 of Article 404.02 of the Standard Specifications to read: | | | | | | |
| "Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement." | | | | | | |

"(a) Cement, Type I or IL1001"

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

PORTLAND CEMENT CONCRETE (BDE)

Effective: August 1, 2023

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

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

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."

To: Regional Engineers

From: Jack A. Elston

Subject: Special Provision for Hot-Mix Asphalt

Date: September 29, 2023

This special provision was developed by the Central Bureau of Materials to update the maximum theoretical specific gravity (G_{mm}) used in the calculation of HMA density and to allow HMA production to continue after a test strip has been constructed for all HMA Quality Management Programs (PFP, QCP, and QC/QA).

This special provision should be inserted into all HMA paving contracts.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the January 19, 2024 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

80456m

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

"When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial G_{mm} ."

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

"When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result."

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

"Production is not required to stop after a test strip has been constructed."

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

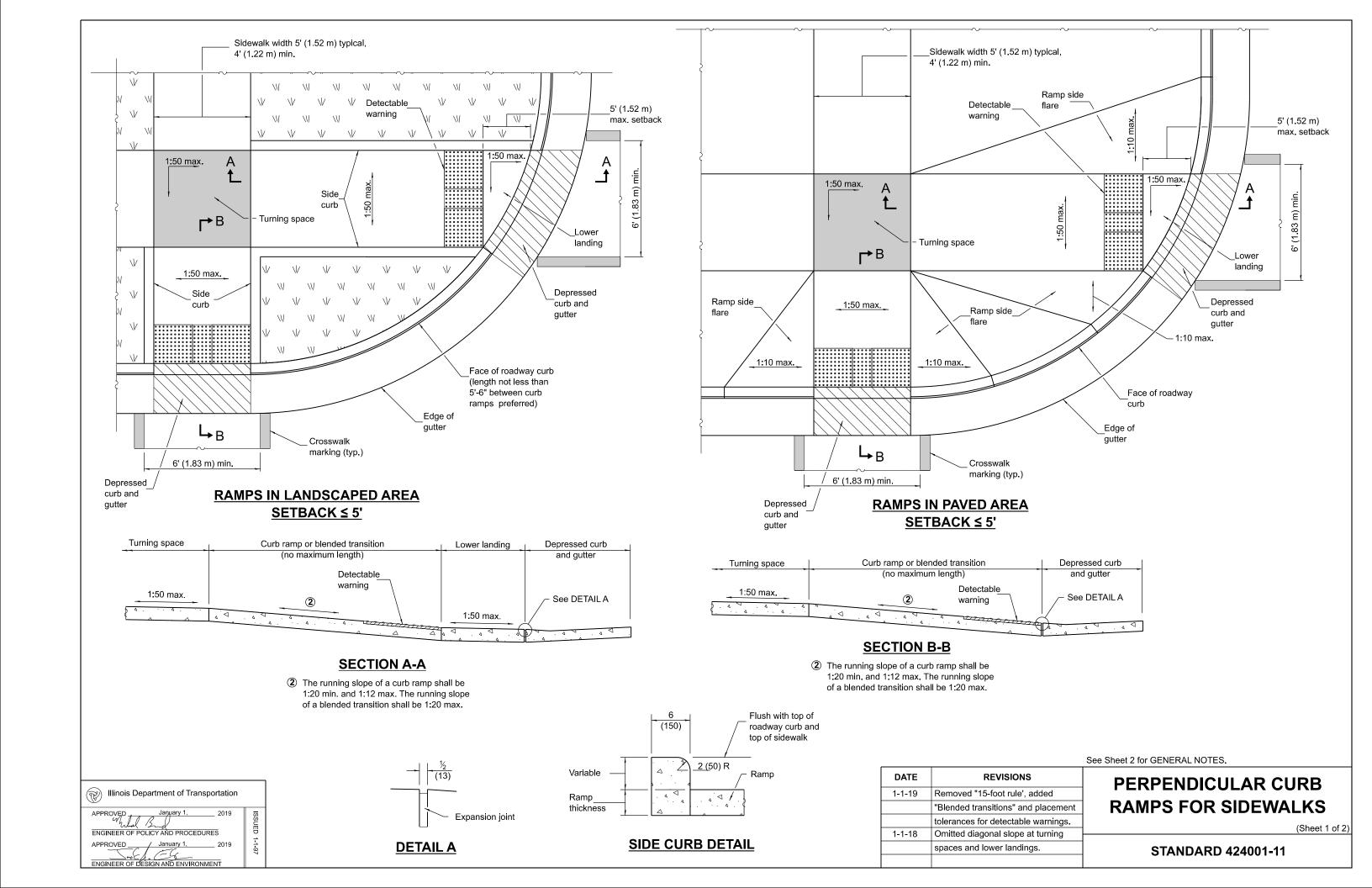
"When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial G_{mm} ."

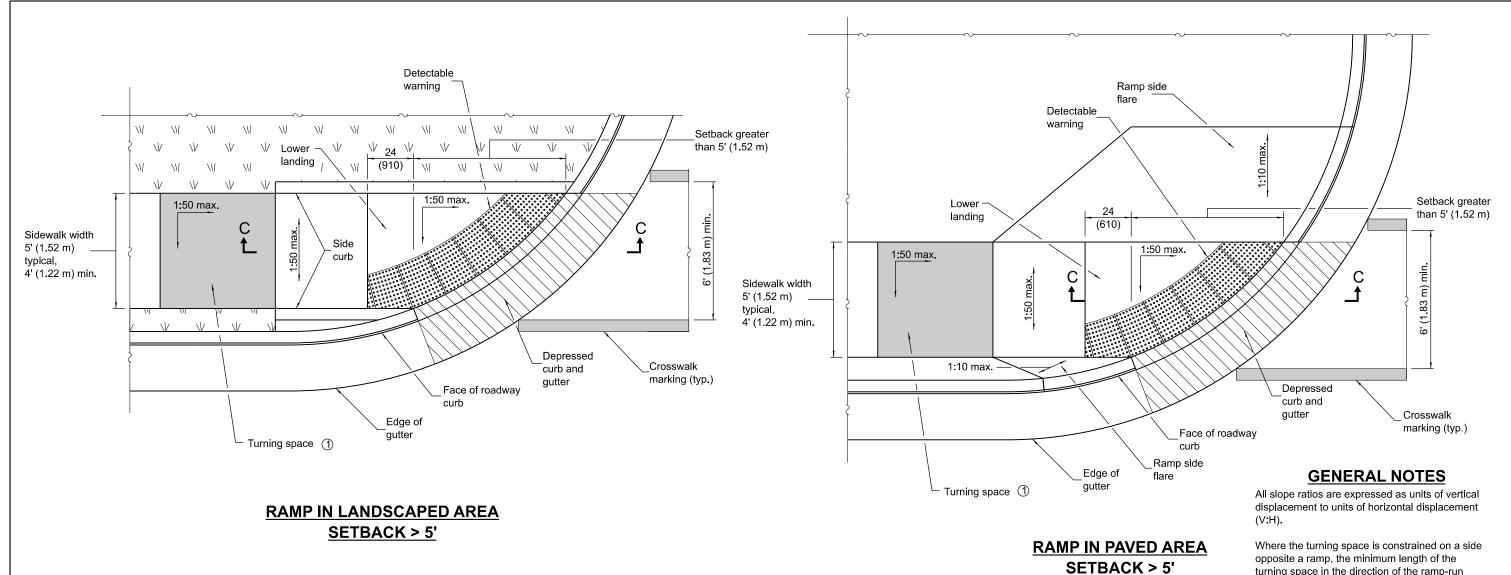
In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

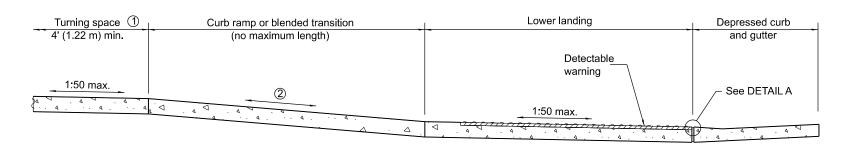
"When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result."

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

"Production is not required to stop after a test strip has been constructed."







SECTION C-C

- 1 This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

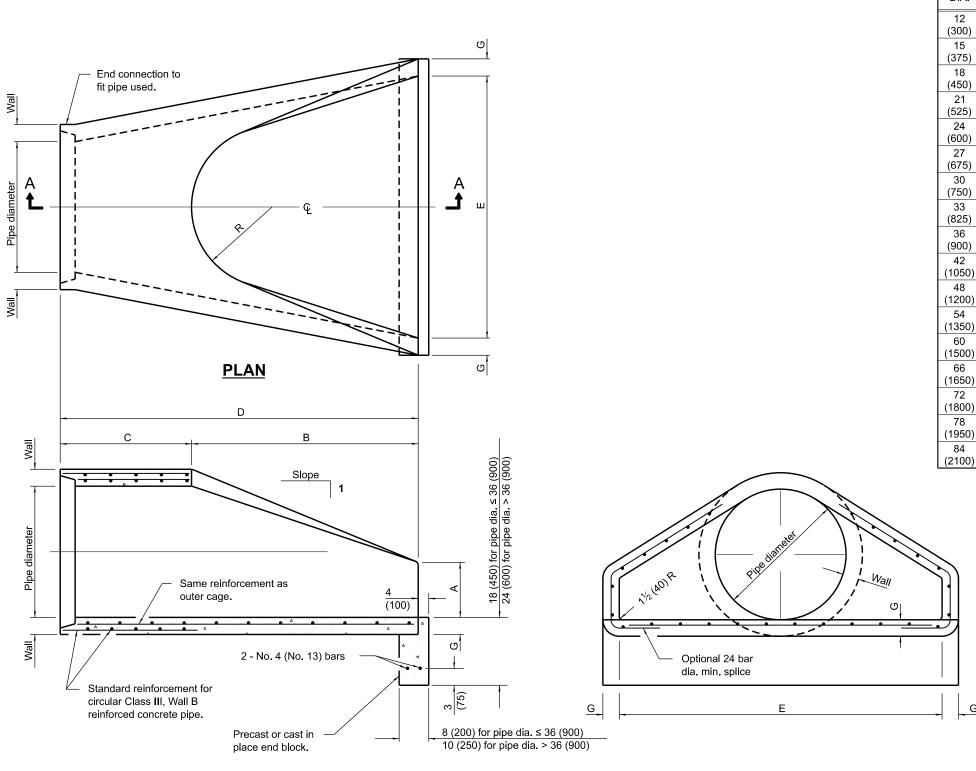
All dimensions are in inches (millimeters) unless otherwise shown.

PERPENDICULAR CURB **RAMPS FOR SIDEWALKS**

(Sheet 2 of 2)

STANDARD 424001-11

| Illinois Department of Transportation | | |
|---|---------------|--|
| APPROVED January 1, 2019 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2019 ENGINEER OF DESIGN AND ENVIRONMENT | ISSUED 1-1-97 | |



| PIPE DIA. | APPROX. QTY. lbs. (kg) | WALL | Α | В | С | D | E | G | R | APPROX. SLOPE |
|--------------|------------------------------|---------------------------------------|-------------|---------------------|---|---|---------------------|------------------------------------|-------------|------------------|
| 12 (300) | 530 (240) | 2 (51) | 4 (102) | 24 (610) | 4'-0 ⁷ / ₈ " (1.241 m) | 6'-0 ⁷ / ₈ " (1.851 m) | 24 (610) | 2 (51) | 9 (229) | 1:2.4 |
| 15 (375) | 740 (335) | 2 ¹ ⁄ ₄ (57) | 6 (152) | 27 (686) | 3'-10" (1.168 m) | 6'-1" (1.854 m) | 30 (762) | 2 ¹ ⁄ ₄ (57) | 11 (280) | 1:2.4 |
| 18 | 990 | 2½ | 9 | 27 | 3'-10" | 6'-1" | 36 | 2½ | 12 | 1:2.4 |
| (450) | (450) | (64) | (229) | (686) | (1.168 m) | (1.854 m) | (914) | (64) | (305) | |
| 21 (525) | 1280 (580) | 2 ³ / ₄ (70) | 9 (229) | 35 (889) | 38 (965) | 6'-1" (1.854 m) | 3'-6" (1.067 m) | 2 ³ / ₄ (70) | 13 (330) | 1:2.4 |
| 24 | 1520 | 3 | 9½ | 3'-7½" | 30 | 6'-1½" | 4'-0" | 3 | 14 | 1:2.5 |
| (600) | (690) | (76) | (241) | (1.105 m) | (762) | (1.867 m) | (1.219 m) | (76) | (356) | |
| 27 | 1930 | 3½ | 10½ | 4'-0" | 25½ | 6'-1½" | 4'-6" | 3½ | 14½ | 1:2.4 |
| (675) | (875) | (83) | (267) | (1.219 m) | (648) | (1.867 m) | (1.372 m) | (83) | (368) | |
| 30 | 2190 | 3½ | 12 | 4'-6" | 19¾ | 6'-1 ³ ⁄ ₄ " | 5'-0" | 3½ | 15 | 1:2.5 |
| (750) | (995) | (89) | (305) | (1.375 m) | (502) | (1.874 m) | (1.524 m) | (89) | (381) | |
| 33 | 3200 | 3 ³ / ₄ | 13½ | 4'-10½" | 39¼ | 8'-1¾" | 5'-6" | 3¾ | 17½ | 1:2.5 |
| (825) | (1450) | (95) | (343) | (1.486 m) | (997) | (2.483 m) | (1.676 m) | (95) | (445) | |
| 36 | 4100 | 4 | 15 | 5'-3" | 34¾ | 8'-1¾" | 6'-0" | 4 | 20 | 1:2.5 |
| (900) | (1860) | (102) | (381) | (1.6 m) | (883) | (2.483 m) | (1.829 m) | (102) | (508) | |
| 42 | 5380 | 4½ | 21 | 5'-3" | 35 | 8'-2" | 6'-6" | 4½ | 22 | 1:2.5 |
| (1050) | (2440) | (114) | (533) | (1.6 m) | (889) | (2.489 m) | (1.981 m) | (114) | (559) | |
| 48 | 6550 | 5 | 24 | 6'-0" | 26 | 8'-2" | 7'-0" | 5 | 22 | 1:2.5 |
| (1200) | (2970) | (127) | (610) | (1.829 m) | (660) | (2.489 m) | (2.134 m) | (127) | (559) | |
| 54 | 8240 | 5½ | 27 | 5'-5" | 35 | 8'-4" | 7'-6" | 5½ | 24 | 1:2.0 |
| (1350) | (3740) | (140) | (686) | (1.651 m) | (889) | (2.54 m) | (2.286 m) | (140) | (610) | |
| 60 (1500) | 8730 (3960) | 6 (152) | 35 (889) | 5'-0" (1.524 m) | 39 (991) | 8'-3" (2.515 m) | 8'-0" (2.438 m) | 5 (127) | * | 1:1.9 |
| 66 (1650) | 10710 (4860) | 6½ (165) | 30 (762) | 6'-0" (1.829 m) | 27 (686) | 8'-3" (2.515 m) | 8'-6" (2.591 m) | 5½ (140) | * | 1:1.7 |
| 72 (1800) | 12520 (5680) | 7 (178) | 36 (914) | 6'-6" (1.981 m) | 21 (533) | 8'-3" (2.514 m) | 9'-0" (2.743 m) | 6 (152 | * | 1:1.8 |
| 78 (1950) | 14770 (6700) | 7½ (191) | 36 (914) | 7'-6" (2.286 m) | 21 (533) | 9'-3" (2.819 m) | 9'-6" (2.896 m) | 6½ (165) | * | 1:1.8 |
| 84 (2100) | 18160 (8240) | 8 (203) | 36 (914) | 7'-6½" (2.299 m) | 21 (533) | 9'-3½" (2.832 m) | 10'-0" (3.048 m) | 6½ (165) | * | 1:1.6 |

* Radius as furnished by manufacturer

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

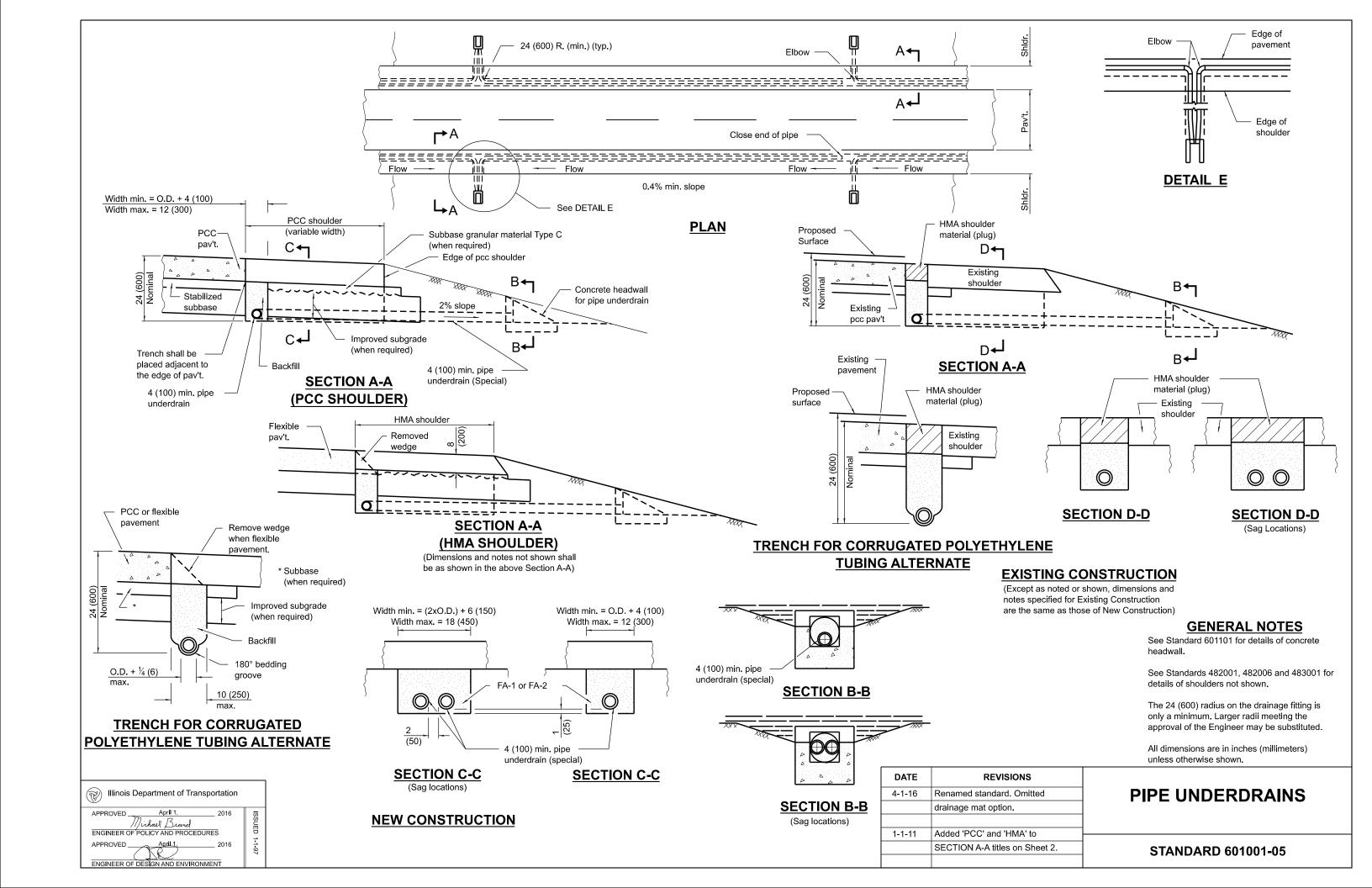
| DATE | REVISIONS | |
|--------|-------------------------------------|--|
| 1-1-11 | Clarified ref. to pipe dia. on | |
| | Section A-A. Changed 'inner' | |
| | to 'outer' cage. ref. | |
| 1-1-09 | Switched units to English (metric). | |
| | | |
| | | |

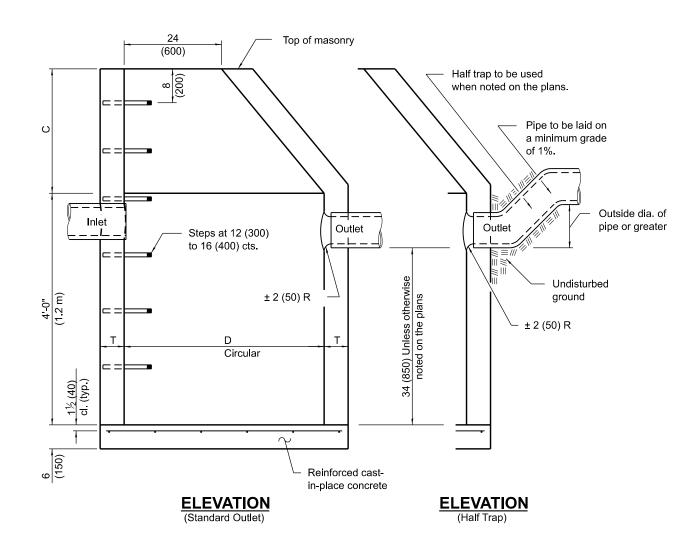
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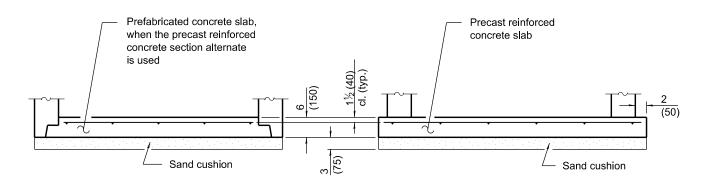
STANDARD 542301-03

| Illinois Department of Transportation | |
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| APPROVED January 1, 2011 Say 1554 X ENGINEER OF DESIGN AND ENVIRONMENT | 1-1-97 |

SECTION A-A







ALTERNATE BOTTOM SLAB

| ALTERNATE MATERIALS FOR WALLS | D | C* | T (min.) |
|--|--------------------------------|----------------------------|--------------------|
| Concrete Masonry Unit | 4'-0" (1.2 m) 5'-0" (1.5 m) | 30 (750) 3'-9" (1.15 m) | 5 (125) 5 (125) |
| Brick Masonry | 4'-0" (1.2 m) 5'-0" (1.5 m) | 30 (750) 3'-9" (1.15 m) | 8 (200) 8 (200) |
| Precast Reinforced Concrete Section | 4'-0" (1.2 m) 5'-0" (1.5 m) | 30 (750) 3'-9" (1.15 m) | 4 (100) 5 (125) |
| Cast-in-place Concrete | 4'-0" (1.2 m) 5'-0" (1.5 m) | 30 (750) 3'-9" (1.15 m) | 6 (150) 6 (150) |

* For precast reinforced concrete sections, dimension "C" may vary from the dimension given to plus 6 (150).

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.20 sq. in./ft (420 sq. mm/m) in both directions with a maximum spacing of 12 (300).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

See Standard 602601 for optional precast reinforced concrete flat slab top.

See Standard 602701 for details of steps.

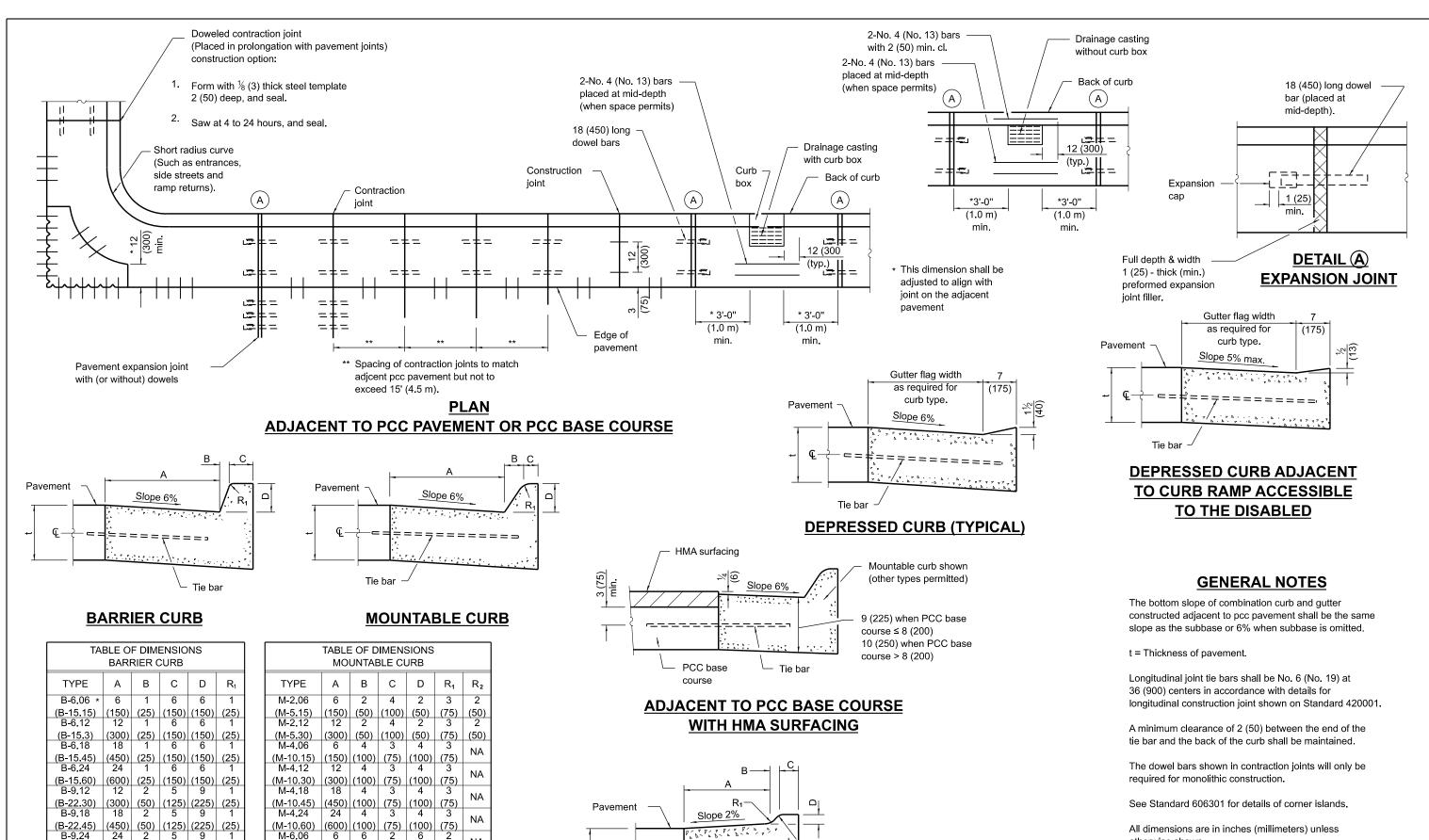
All dimensions are in inches (millimeters) unless otherwise shown.

| DATE | REVISIONS | Ī |
|--------|-------------------------------------|---|
| 1-1-11 | Added 'Outside' to half trap note. | 1 |
| | Detail rein. in slabs. Revised | 1 |
| | general notes. | |
| 1-1-09 | Switched units to English (metric). | } |
| | | |
| | | 1 |

CATCH BASIN TYPE A

STANDARD 602001-02

| Illinois Department of Transportation | |
|---------------------------------------|-------|
| APPROVED January 1, 2011 | S |
| Mirhael Brand | SSUEL |
| ENGINEER OF POLICY AND PROCEDURES | |
| APPROVED January 1, 2011 | - |
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| ENGINEER OF DESIGN AND ENVIRONMENT | |



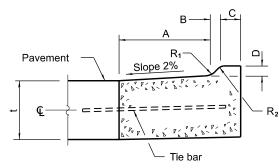
Illinois Department of Transportation Michael Brand ENGINEER OF POLICY AND PROCEDURES

* For corner islands only.

January 1, Soft Clac

(B-22.60) (600) (50) (125) (225) (25)

| TABLE OF DIMENSIONS | | | | | | | |
|---------------------|-------|-------|-------|-------|----------------|------|--|
| MOUNTABLE CURB | | | | | | | |
| TYPE | Α | В | С | D | R ₁ | R₂ | |
| M-2.06 | 6 | 2 | 4 | 2 | 3 | 2 | |
| (M-5.15) | (150) | (50) | (100) | (50) | (75) | (50) | |
| M-2.12 | 12 | 2 | 4 | 2 | 3 | 2 | |
| (M-5.30) | (300) | (50) | (100) | (50) | (75) | (50) | |
| M-4.06 | 6 | 4 | 3 | 4 | 3 | NA | |
| (M-10.15) | (150) | (100) | (75) | (100) | (75) | INA | |
| M-4.12 | 12 | 4 | 3 | 4 | 3 | NA | |
| (M-10.30) | (300) | (100) | (75) | (100) | (75) | INA | |
| M-4.18 | 18 | 4 | 3 | 4 | 3 | NA | |
| (M-10.45) | (450) | (100) | (75) | (100) | (75) | INA | |
| M-4.24 | 24 | 4 | 3 | 4 | 3 | NA | |
| (M-10.60) | (600) | (100) | (75) | (100) | (75) | INA | |
| M-6.06 | 6 | 6 | 2 | 6 | 2 | NA | |
| (M-15.15) | (150) | (150) | (50) | (150) | (50) | INA | |
| M-6.12 | 12 | 6 | 2 | 6 | 2 | NA | |
| (M-15.30) | (300) | (150) | (50) | (150) | (50) | INA | |
| M-6.18 | 18 | 6 | 2 | 6 | 2 | NA | |
| (M-15.45) | (450) | (150) | (50) | (150) | (50) | INA | |
| M-6.24 | 24 | 6 | 2 | 6 | 2 | NA | |
| (M-15.60) | (600) | (150) | (50) | (150) | (50) | INA | |

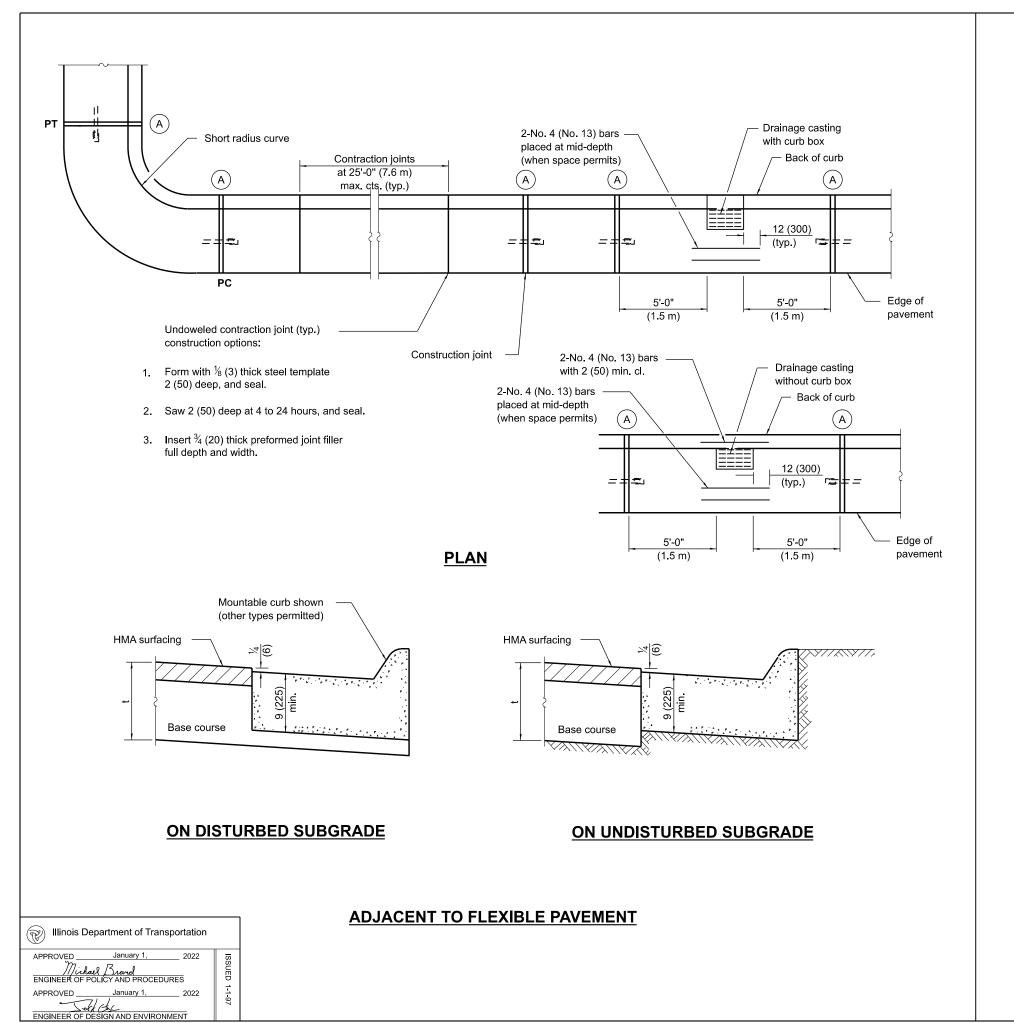


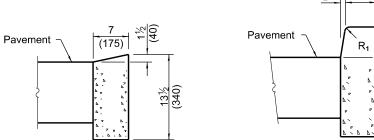
M-2.06 (M-5.15) and M-2.12 (M-5.30)

| DATE | REVISIONS | | | | |
|--------|----------------------------------|---|--|--|--|
| 1-1-22 | Revised contract joint spacing | | | | |
| | adjacent to pcc pavement. | _ | | | |
| | | C | | | |
| 1-1-18 | Revised General Note for tie bar | | | | |
| | spacing to 36 (900) cts. | | | | |
| | | 1 | | | |

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

STANDARD 606001-08

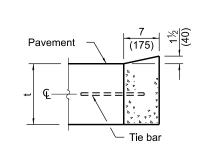


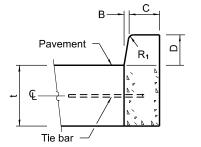


DEPRESSED CURB

BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT





DEPRESSED CURB

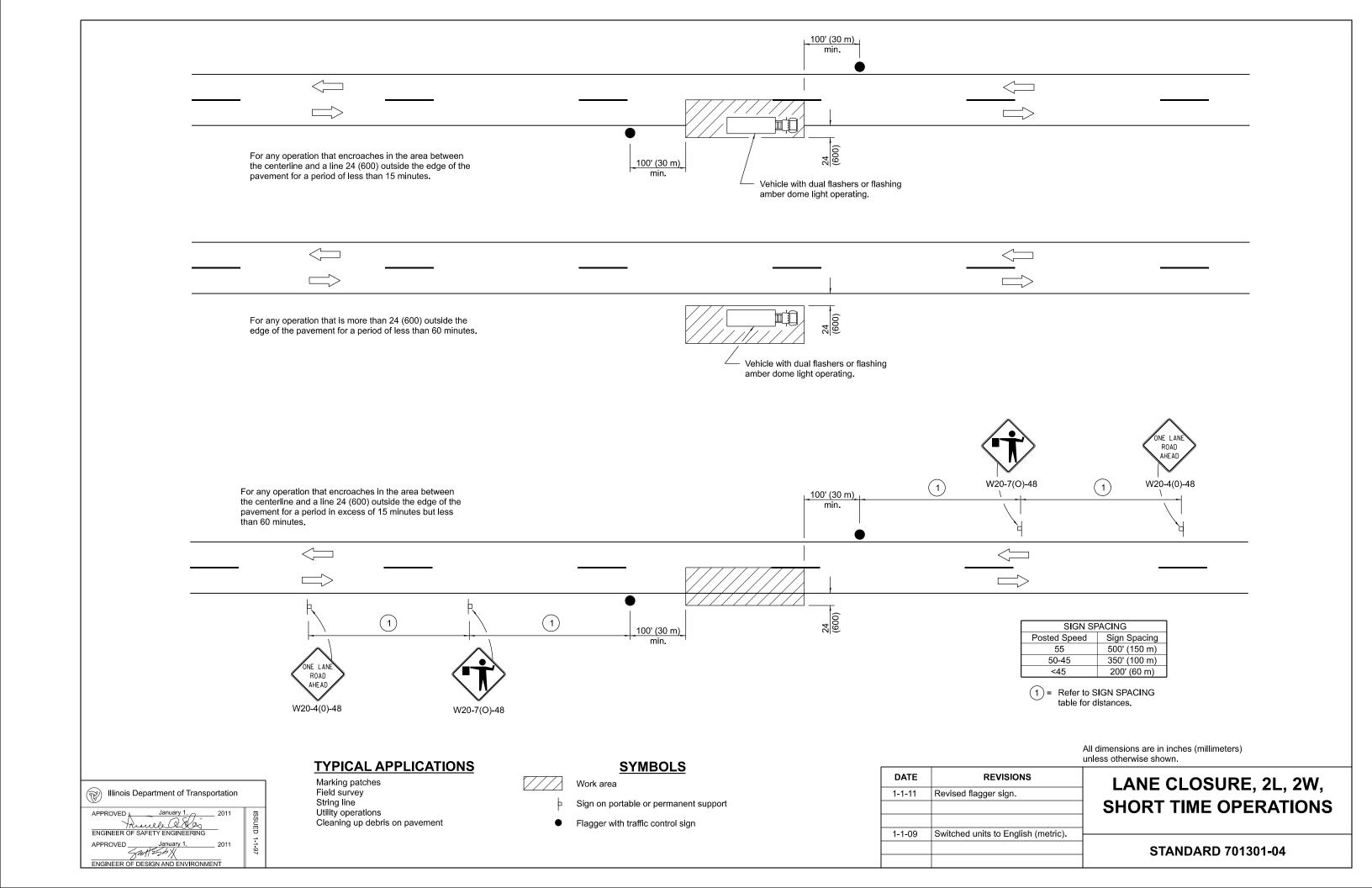
BARRIER CURB

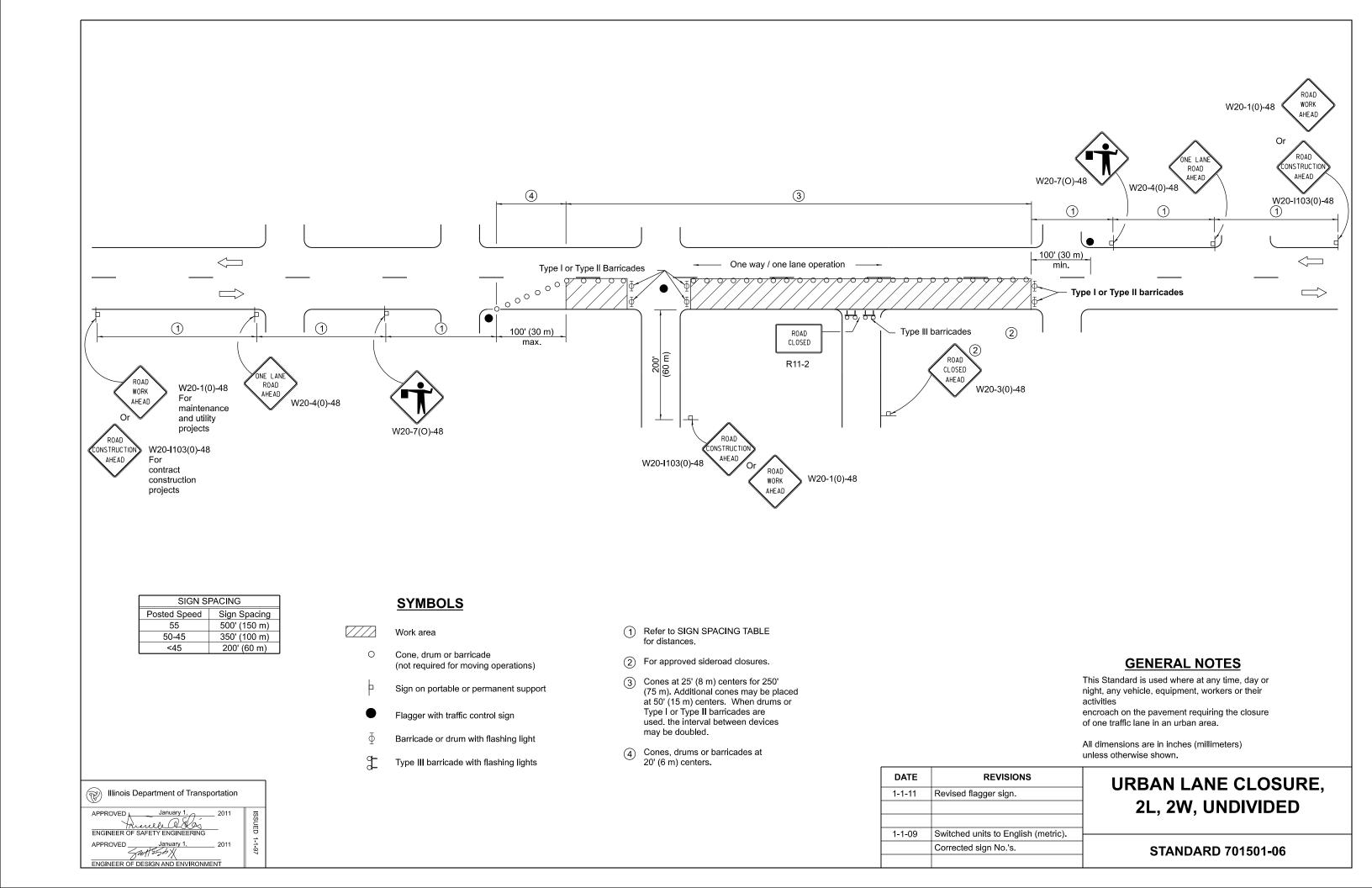
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

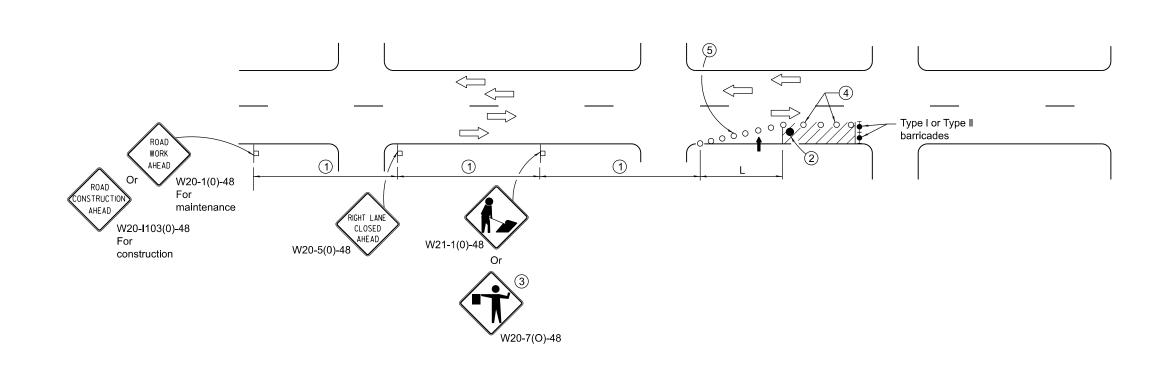
CONCRETE CURB TYPE B

CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER
(Sheet 2 of 2)

STANDARD 606001-08







| SIGN SPACING | | | | |
|--------------|--------------|--|--|--|
| Posted Speed | Sign Spacing | | | |
| 55 | 500' (150 m) | | | |
| 50-45 | 350' (100 m) | | | |
| <45 | 200' (60 m) | | | |

SYMBOLS

Arro

Arrow board

Cone, drum or barricade

Sign on portable or permanent support

Work area

Barricade or drum with flashing light

Flagger with traffic control sign.

- Refer to SIGN SPACING
 TABLE for distances.
- 2 Required for speeds > 40 mph.
- ③ Use flagger sign only when flagger is present.
- (4) Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- (5) Cones, drums or barricades at 20' (6 m) centers in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

Calculate L as follows:

SPEED LIMIT

FORMULAS

40 mph (70 km/h) or less:

English (Metric) $L = \frac{WS^2}{60} \qquad L = \frac{WS^2}{150}$

45 mph (80 km/h) or greater:

L=(W)(S) L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

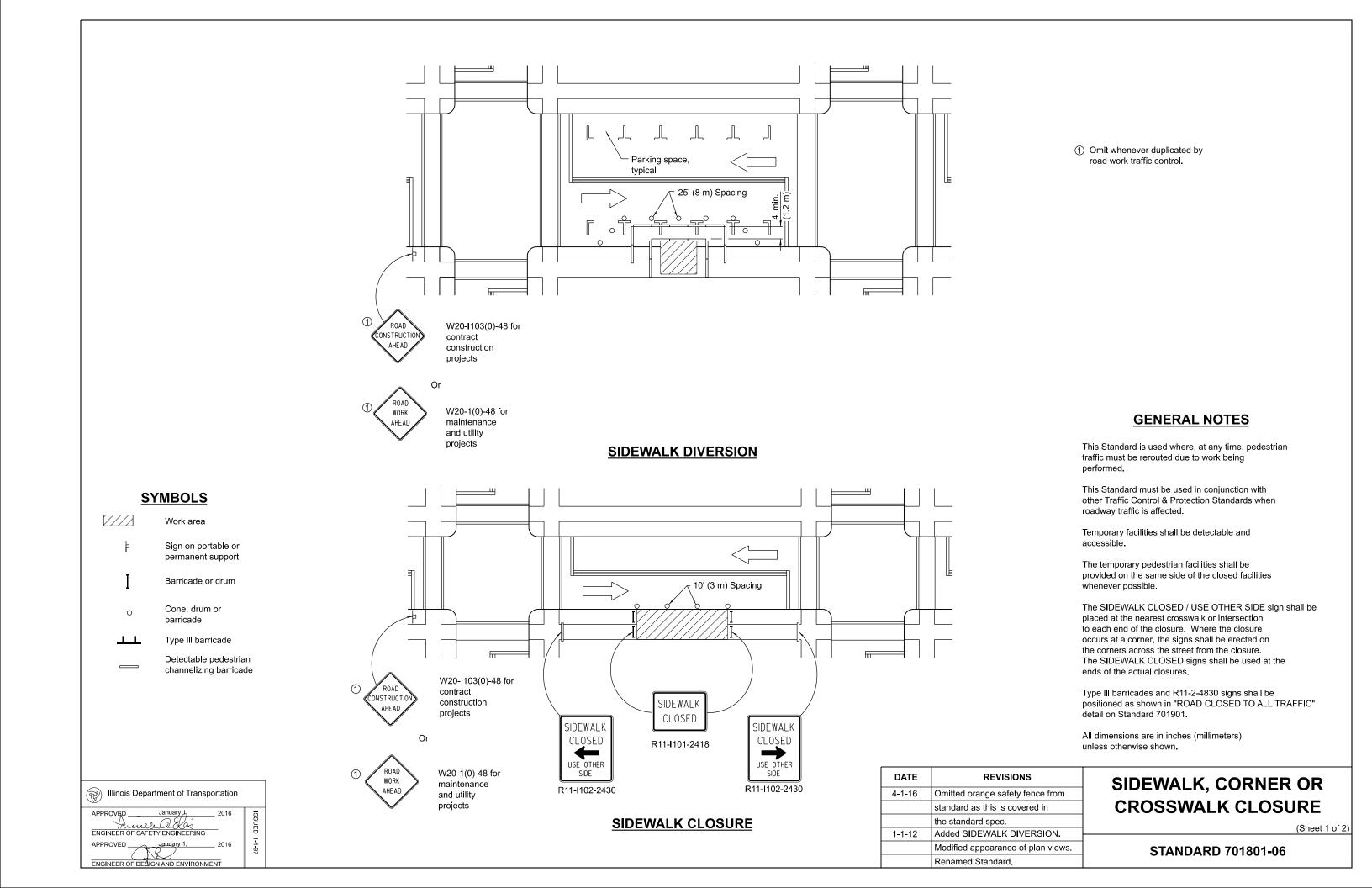
All dimensions are in inches (millimeters) unless otherwise shown.

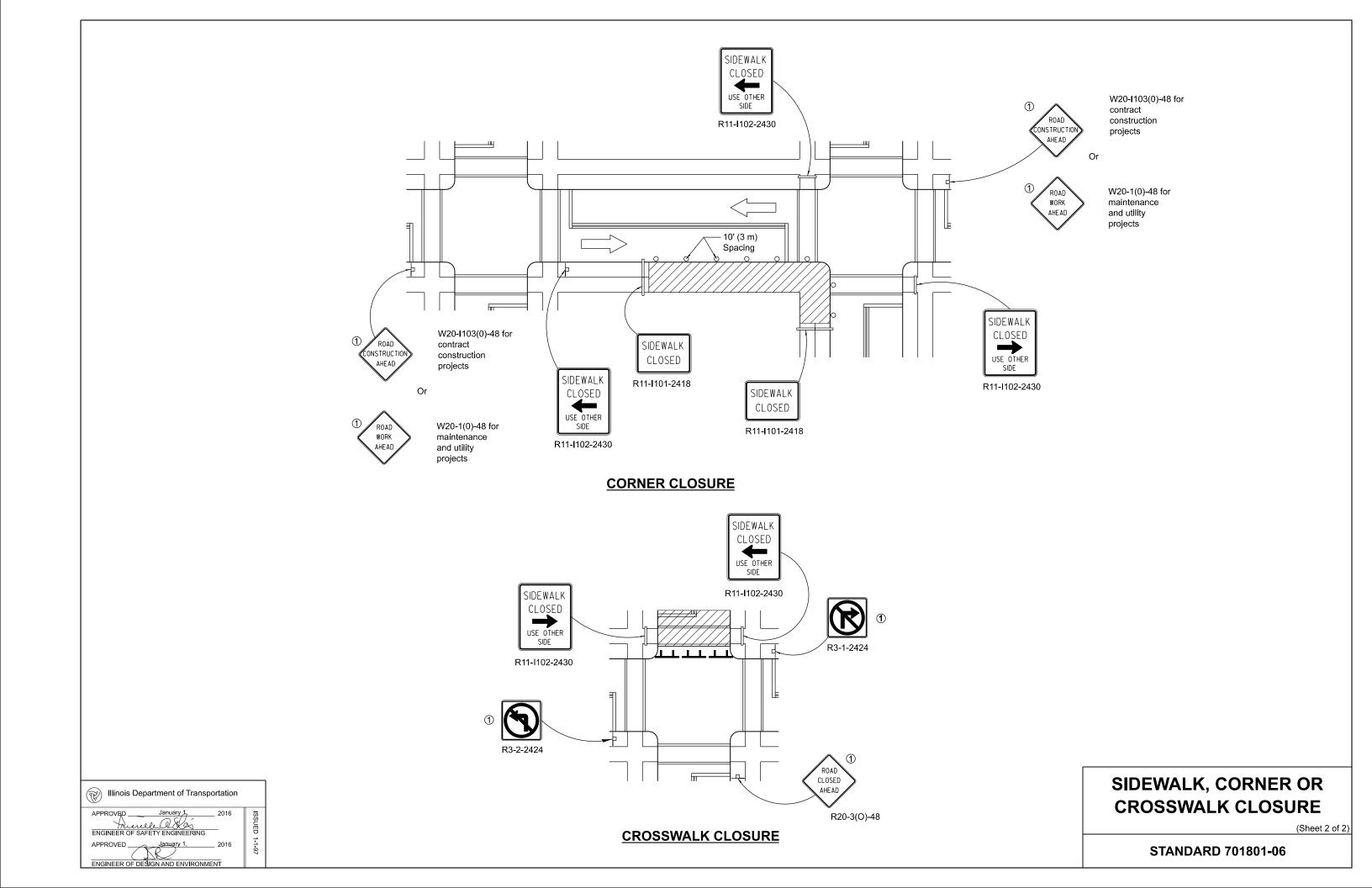
| | DATE | REVISION |
|---------------------------------------|--------|-----------------------|
| Illinois Department of Transportation | 1-1-15 | Renamed standard. I |
| APPROVED January 1, 2015 σ | | Sheet 2 to new Highw |
|) | | |
| ENGINEER OF SAFETY ENGINEERING | 1-1-14 | Revised workers sign |
| APPROVED January 1, 2015 | | agree with current MI |
| ENGINEER OF DESIGN AND ENVIRONMENT | | |

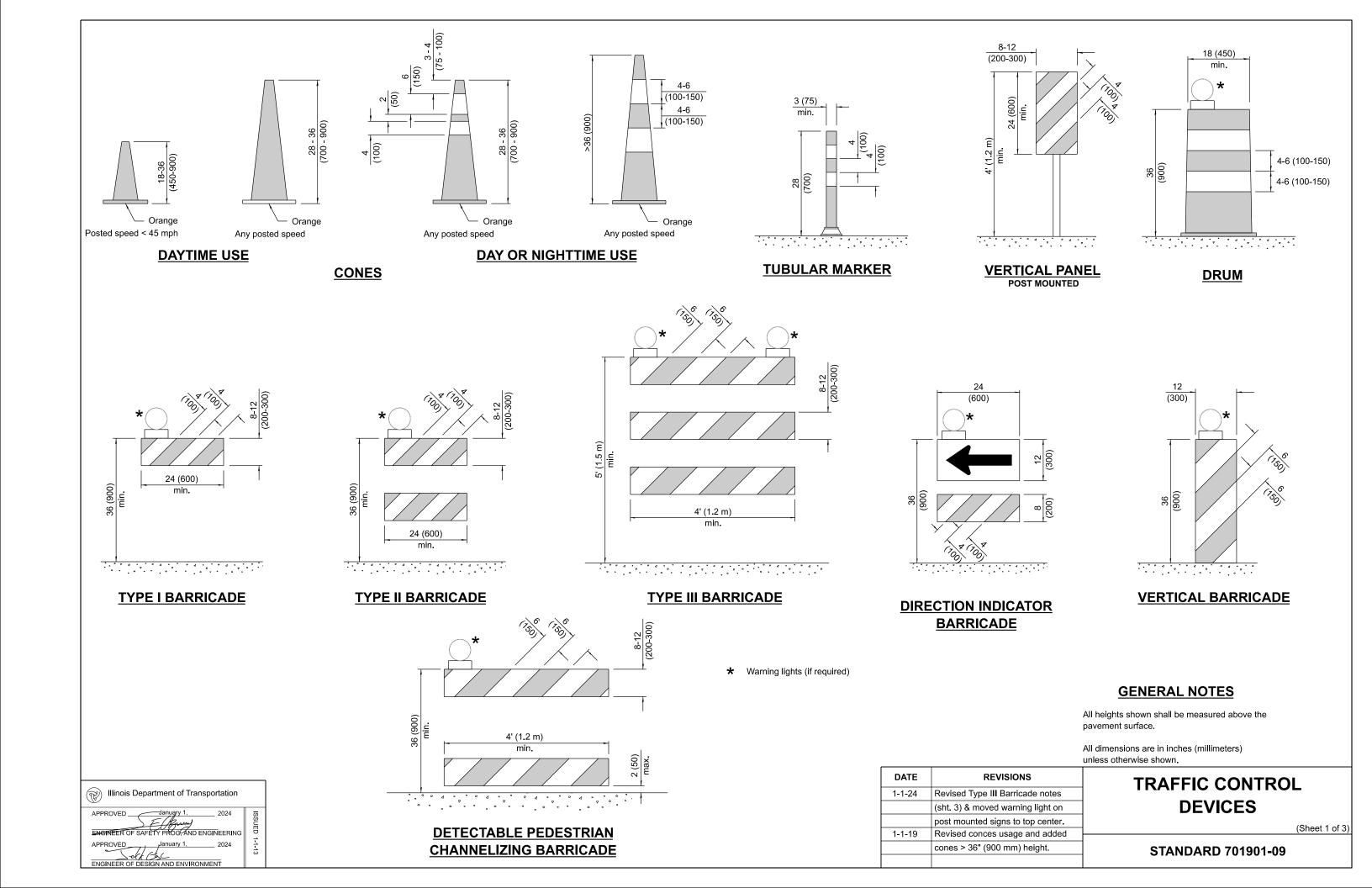
| URBAN SIN | REVISIONS | DATE |
|-----------|----------------------------------|--------|
| MULT | Renamed standard. Moved case on | 1-1-15 |
| MOLI | Sheet 2 to new Highway Standard. | |
| MOUI | | |
| | Revised workers sign number to | 1-1-14 |
| STA | agree with current MUTCD. | |
| | | |

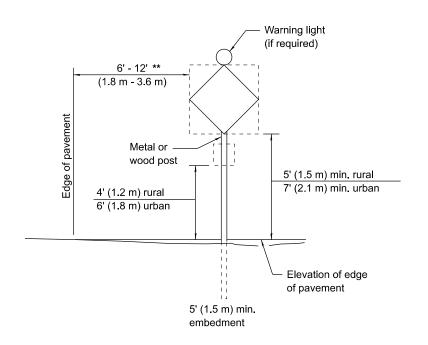
JRBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

STANDARD 701606-10



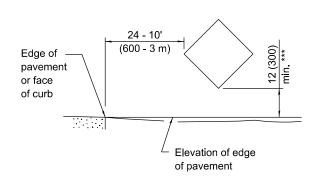






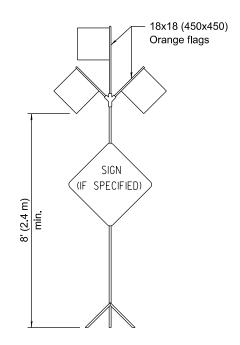
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

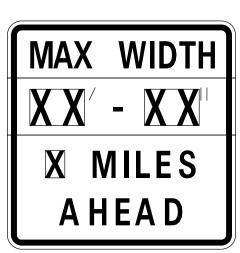


SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



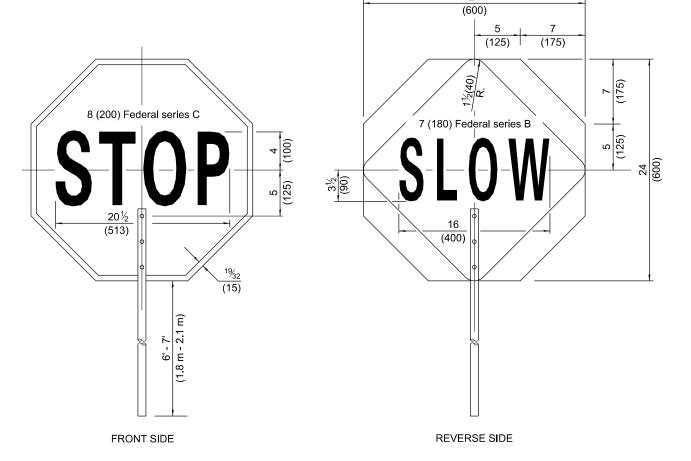
HIGH LEVEL WARNING DEVICE



W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FLAGGER TRAFFIC CONTROL SIGN

ROAD CONSTRUCTION NEXT X MILES

END CONSTRUCTION

G20-I104(0)-6036

G20-I105(0)-6024

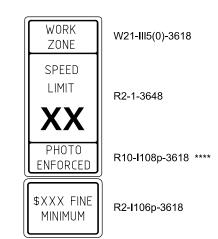
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multilane highways.

WORK LIMIT SIGNING



Sign assembly as shown on Standards or as allowed by District Operations.



This sign shall be used when the above sign assembly is used.

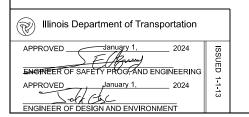
HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

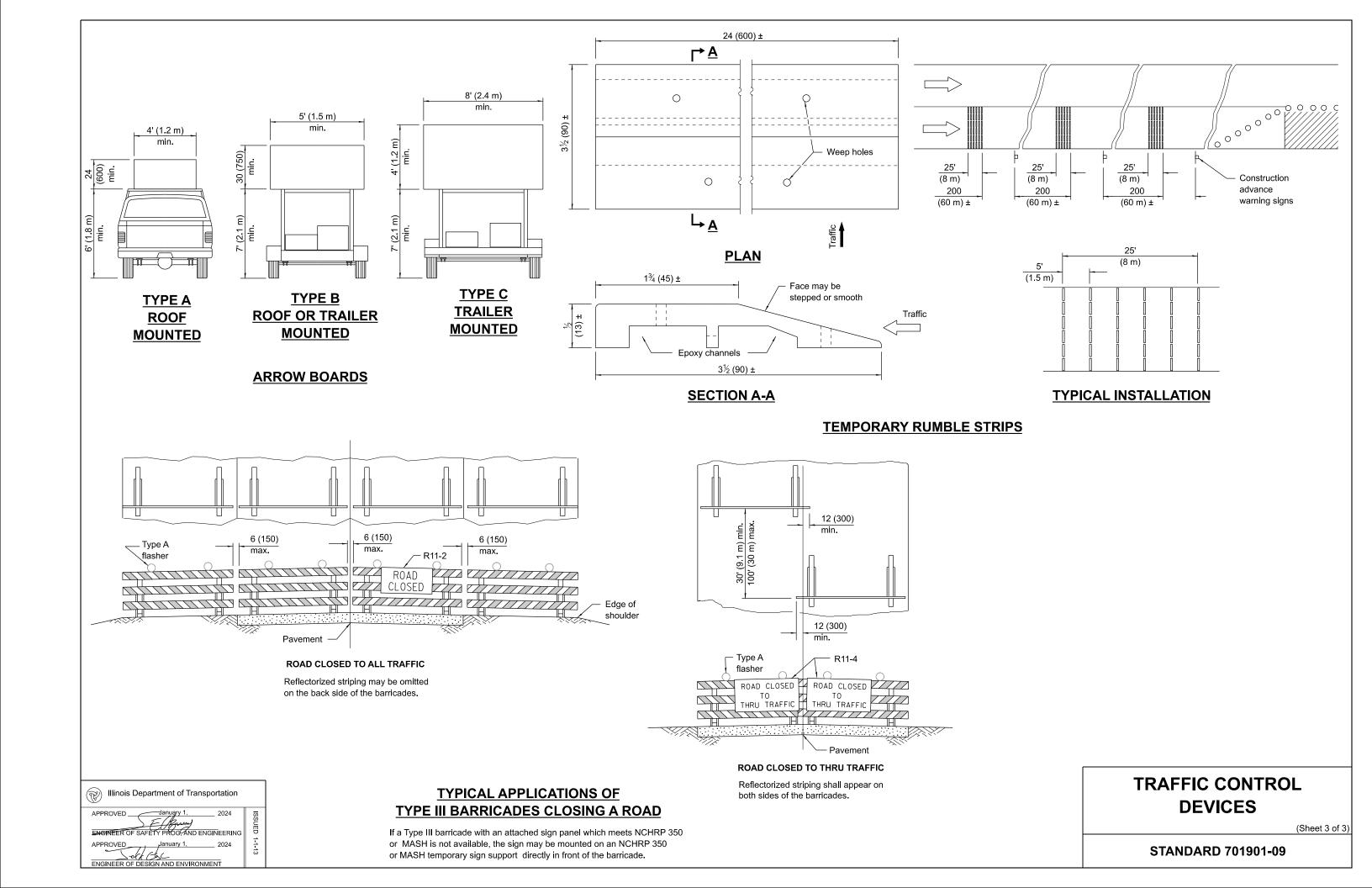
**** R10-I108p shall only be used along roadways under the juristiction of the State.

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-09





Proposal Form

| Contracto | or Name: | | |
|-----------|---|---|-----------------------|
| 1. Proj | ect Identification: | | |
| Rock Rui | n Greenway Trail Rehal | bilitation | |
| 2. Bid | Opening: | | |
| Date: | May 20, 2024 | | |
| Time: | 9:30 AM Central Time | | |
| Place: | Forest Preserve Distric Sugar Creek Administr 17540 W. Laraway Ro Joliet, Illinois 60433 | ration Center | |
| 3. Refe | erences: | | |
| | r shall submit a minimum d timely manner. | of 3 references confirming their ability to perform | he proposed work in a |
| Contact P | erson | Company Name/Address/City/Phone/email | Date Work Completed |
| A | | | |
| | | | |
| | | () | |
| | | (| |
| | | | |
| В | | | |
| | | | |
| | | () | |
| | | | |
| C. | | | |
| | | | |
| | | | |

| Contractor Name: | | | | | | | |
|---|---|---|--|--|--|--|--|
| Project Identification: Rock Run Greenway Trail Rehabilitation | | | | | | | |
| l. Contract Document Checklist: | | | | | | | |
| | The following is a checklist of documents which should appear in the Bid packet. Bidder shall complete the checklist and contact the Forest Preserve if any of the documents have been omitted. | | | | | | |
| Section Invitation for Bids Instructions to Bidders General Conditions Special Conditions Technical Specifications | No. of Pages 2 2 20 0 68 | Yes | No | | | | |
| Proposal Form Drawings | 8 15 | | | | | | |
| 5. Acknowledgments: | | | | | | | |
| The Forest Preserve District of awarded to the lowest responsithis contract requires all bidders or training programs that are (1 Labor's Bureau of Apprenticest proposals or groups. Therefore I. Except as provided in para either as an individual or as program applicable to each II. The undersigned bidder fur subcontractors submitted for approved, applicable appreperformance of work pursure or training program applica III. The undersigned bidder, by program sponsor holding the bidder is a participant a craft that will be subcontract indicate any type of work or training program available. | ive and responsible bidders and all bidders' subcont and all bidders' subcont papproved by and register in and Training, and (2) are all bidders are required for a graph IV below, the unders part of a group program at type of work or craft that arther certifies for work to be correct and that will be performed and that will be performed and that will be included and ar craft job category for when | r. In addition to a ractors to disclose the | Il other responsibility fare participation in appresed States Department work of the above indicultation: Pertifies that it is a participation or training erform with its own employees of work or crafts in an approved apprentiation of work or crafts in employees. Types of work or the list share the participation of the complexity of work or crafts in the complexity of work. The list share work of the complexity of the complexity of work. | actors, enticeship of cated ipant, ing ployees. of its n t of iticeship e of each n which work or all also | | | |
| IV. Except for any work identifi work of the contract or delivand not by employees to w the following box, and identification. | ver and install proposal so hom the payment of prev | olely by individual ailing rates of wa | l owners, partners or m ges would be required | nembers | | | |
| | | | | | | | |

| Со | ontractor Name: |
|-----|---|
| Pro | oject Identification: Rock Run Greenway Trail Rehabilitation |
| | The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Forest Preserve at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal. |
| | ☐ Does not apply ☐ Yes ☐ No |
| B. | Receipt and Understanding of Documents and Inspection of Work Site: Bidder has received and examined a complete set of Contract Documents and understands the meaning of their content. Bidder also has inspected the Project's Work Site. Bidder shall willingly comply with the guidelines set forth in the Contract Documents and waives all rights to claim misunderstanding regarding the same. |
| | ☐ Yes ☐ No |
| C. | Non-Collusion: Bidder declares that the only person or parties interested in this proposal are those names herein and that the proposal is made without collusion with any other person, firm, or corporation. |
| | ☐ Yes ☐ No |
| D. | Small Business Enterprise Initiative: Bidder has reviewed the Instructions to Bidders, Section 5, and qualifies as the following: |
| | Small Business Enterprise Yes No Minority Business Enterprise Yes No Female Business Enterprise Yes No Persons with Disabilities Enterprise Yes No |
| | If your business does not qualify under any of these categories check here. |
| | The Forest Preserve reserves the right to require Bidder to submit documentation of the above information at the time of contract award. |
| E. | Addendum: Bidder acknowledges receipt of the following addendum to the Contract and has attached the addendum to the Proposal Form. When addenda to the Contract were not issued, indicate "None." |
| | Addendum Number Date of Addendum |
| | |
| F. | <u>Legal Obligations:</u> Contractor and its subcontractors shall at all times observe and comply with all federal state, and local laws, regulations, and ordinances that in any manner affect the conduct of the Work, including all anti-discrimination, prevailing wage, and safety laws. |

Proposal Form, Page 3 of 8

| Contractor Name: | |
|--|---|
| Project Identification: Rock Run C | Greenway Trail Rehabilitation |
| 6. Subcontractors: | |
| used in the completion of the Contra- below, shall be subject to approval b additional sheets as necessary. Plea | |
| Name/Firm | Work to be Performed/ Company Name/Address/City/Phone/email Materials to Provide |
| A | |
| ☐ SBE ☐ MBE ☐ FBE ☐ PDBE | |
| | (|
| B | |
| □ SBE □ MBE □ FBE □ PDBE | |
| | (|
| С | |
| □ SBE □ MBE □ FBE □ PDBE | |
| | (|
| | |
| D | |
| □ SBE □ MBE □ FBE □ PDBE | |

| Contractor Name: | |
|------------------|--|
|------------------|--|

Project Identification: Rock Run Greenway Trail Rehabilitation

7. Price Schedule:

TOTAL BASE BID AMOUNT (summation of item totals which are the extension of the unit costs multiplied by the quantity)

| | | Dollars |
|-----|-----------|---------|
| | | |
| and | Cents (\$ |) |

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT COST | TOTAL |
|-------------|--|------|--------|--------------|-------|
| 1 | TREE REMOVAL (6" – 15" DIAMETER) | 18 | Inches | \$ | \$ |
| 2 | TREE REMOVAL (OVER 15") | 40 | Inches | \$ | \$ |
| 3 | TEMPORARY FENCE | 700 | Foot | \$ | \$ |
| 4 | TREE PRUNING (1" – 10" DIAMETER) | 10 | Each | \$ | \$ |
| 5 | TREE PRUNING (OVER 10" DIAMETER) | 15 | Each | \$ | \$ |
| 6 | EARTH EXCAVATION | 397 | CU YD | \$ | \$ |
| 7 | TOPSOIL FURNISH AND PLACE – VARIABLE DEPTH | 150 | SQ YD | \$ | \$ |
| 8 | TOPSOIL FURNISH AND PLACE, 6" | 1334 | SQ YD | \$ | \$ |
| 9 | SEEDING, CLASS 1B | 0.68 | ACRE | \$ | \$ |
| 10 | EROSION CONTROL BLANKET | 2170 | SQ YD | \$ | \$ |
| 11 | PERIMETER EROSION BARRIER | 790 | FOOT | \$ | \$ |
| 12 | INLET AND PIPE PROTECTION | 2 | EACH | \$ | \$ |
| 13 | INLET FILTERS | 3 | EACH | \$ | \$ |
| 14 | STONE RIP RAP, CLASS A3 | 40 | SQ YD | \$ | \$ |
| 15 | AGGREGATE BASE COURSE, TYPE B 4" | 325 | SQ YD | \$ | \$ |
| 16 | AGGREGATE BASE COURSE, TYPE B 8" | 615 | SQ YD | \$ | \$ |
| 17 | PREPARATION OF BASE | 227 | SQ YD | \$ | \$ |
| 18 | AGGREGATE BASE REPAIR | 16 | TON | \$ | \$ |

Project Identification: Rock Run Greenway Trail Rehabilitation

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT COST | TOTAL |
|-------------|--|------------|-------|--------------|-------|
| 19 | BITUMINOUS MATERIALS (TACK COAT) | 1204 | POUND | \$ | \$ |
| 20 | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 | 518 TON | TON | \$ | \$ |
| 21 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH | 82 | SQ YD | \$ | \$ |
| 22 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | 1215 | SQ FT | \$ | \$ |
| 23 | DETECTABLE WARNINGS | 104 | SQ FT | \$ | \$ |
| 24 | PAVEMENT REMOVAL | 1090 | SQ YD | \$ | \$ |
| 25 | HOT MIX ASPHALT REMOVAL, 1 ½" | 2848 | SQ YD | \$ | \$ |
| 26 | HOT MIX ASPHALT REMOVAL, 3" | 227 | SQ YD | \$ | \$ |
| 27 | DRIVEWAY PAVEMENT REMOVAL | 190 | SQ YD | \$ | \$ |
| 28 | COMBINATION CURB AND GUTTER REMOVAL | 124 | FOOT | \$ | \$ |
| 29 | SIDEWALK REMOVAL | 261 | SQ FT | \$ | \$ |
| 30 | PIPE CULVERT REMOVAL | 29 | FOOT | \$ | \$ |
| 31 | PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12" | 2 | EACH | \$ | \$ |
| 32 | PIPE CULVERTS, CLASS A, TYPE 1, 12" | 99 | FOOT | \$ | \$ |
| 33 | PIPE UNDERDRAINS, TYPE 2, 6" | 355 | FOOT | \$ | \$ |
| 34 | CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 8 GRATE | 2 | EACH | \$ | \$ |
| 35 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-624 | 112 | FOOT | \$ | \$ |
| 36 | MOBILIZATION | 1 | L SUM | \$ | \$ |
| 37 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | 44 | FOOT | \$ | \$ |
| 38 | THERMOPLASTIC PAVEMENT MARKING – LINE 12" | 73 | FOOT | \$ | \$ |
| 39 | EPOXY PAVEMENT MARKING – LINE 6" | 65 | FOOT | \$ | \$ |
| 40 | EPOXY PAVEMENT MARKING – LINE 12" | 107 | FOOT | \$ | \$ |
| 41 | WASHOUT BASIN | 1 | L SUM | \$ | \$ |

Project Identification: Rock Run Greenway Trail Rehabilitation

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT COST | TOTAL |
|-------------|---|-------|--------|--------------|-------|
| 42 | BOLLARD REMOVAL | 1 | EACH | \$ | \$ |
| 43 | TRAFFIC CONTROL AND PROTECTION, (SPECIAL) | 1 | L SUM | \$ | \$ |
| 44 | TRAIL TREE ROOT BARRIER | 400 | FOOT | \$ | \$ |
| 45 | BOARDWALK STRUCTURE | 3850 | SQ FT | \$ | \$ |
| 46 | TREE ROOT PRUNING (SPECIAL) | 440 | FOOT | \$ | \$ |
| 47 | HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8" | 108 | SQ YD | \$ | \$ |
| 48 | STABILIZED CONSTRUCTION ENTRANCE | 84 | SQ YD | \$ | \$ |
| 49 | CONSTRUCTION LAYOUT | 1 | L SUM | \$ | \$ |
| 50 | GRADING AND SHAPING SHOULDERS | 5106 | FOOT | \$ | \$ |
| 51 | ITEMS AS ORDERED BY FOREST PRESERVE | 25000 | DOLLAR | \$ | \$ |
| 52 | SHOULDER FILL AND RESTORATION | 3548 | FOOT | \$ | \$ |
| 53 | STRAW WATTLE | 77 | FOOT | \$ | \$ |
| 54 | TEMPORARY STREAM CROSSING | 1 | L SUM | \$ | \$ |
| 55 | TIMBER MATTING | 5770 | SQ FT | \$ | \$ |
| | \$ | | | | |

All Lump Sum and Unit Cost Items contained in this Proposal Form must be completed by the Contractor in accordance with Section 6 of the Instructions to Bidders. The Forest Preserve retains the right to accept or reject incomplete bids in accordance with Section 6 of the Invitation to Bids.

| Contractor/Firm | | | | |
|-------------------|---------------------|--|-------------------|----------------|
| Oona doloin iiiii | | | | (Seal) |
| Submitted By | | | | |
| | Name | | | tle |
| Address | | | | |
| | Street | | | |
| | City | State | Zi | p |
| Telephone | Fa | ax | Email | |
| COUNTY, THE UND | DERSIGNED WILL ENTI | BID IS ACCEPTED BY THE ER INTO A CONTRACT WIT (AS SPECIFIED IN THE CO | TH THE FOREST PRE | SERVE AND WILL |
| | | | | |

Contractor Name: