



COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Type of Funds

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of North Chicago	Lake	DCEO-24-413046	Lewis Ave Detention Basin - Ph

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Building Department

1850 Lewis Avenue, Building Department, North Chicago, IL 60064	until	3:00 PM	on	02/18/26
Address		Time		Date

Sealed proposals will be opened and read publicly at the office of City of North Chicago Council Chambers at City Hall

1850 Lewis Avenue, North Chicago, IL 60064	at	3:05 PM	on	02/18/26
Address		Time		Date

DESCRIPTION OF WORK

Location	Project Length
City of North Chicago - Lewis Ave & 20th Street	NA

Proposed Improvement

The Project includes the excavation, disposal and construction of a storm water detention basin at the location shown on the plans. The work also includes storm sewer removal & installation, dewatering, earth excavation & disposal, grading work, water main adjustments, HMA pavement removal & replacement, PCC curb & gutter and sidewalk removal & replacement, furnishing & placing topsoil, installation of landscape seeding, supplemental watering, landscape maintenance & monitoring work. The proposed improvements (see Project Location Map and Typical Sections for additional information) also includes structure adjustments, pavement markings and parkway restoration, and all other appurtenant work and materials necessary to complete the Project in accordance with the Plans, Standard Specifications and these Special Provisions.

Mandatory Pre-bid Conference is scheduled for Wednesday January 21, 2026 at 3:00 pm for all bidders and prime contractors. The meeting will be held in the North Chicago City Council Chambers, located at 1850 Lewis Avenue, North Chicago, Illinois 60064.

1. Plans and proposal forms will be available in the office of

Trotter and Associates, Inc. for \$150.00 for a paper copy and \$50.00 for an electronic copy. Plans are available at 38 W. Grand Avenue Suite 300, Fox Lake, IL 60020.
Contact Heidi Patla at h.patla@trotter-inc.com or (224) 225-1300.
Addenda will be issued only to plan holders.

2. ☐ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in

anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of North Chicago	Lake	DCEO-24-413046	Lewis Ave Detention Basin - Ph

PROPOSAL

1. Proposal of _____
Contractor's Name _____
Contractor's Address _____
2. The plans for the proposed work are those prepared by Trotter and Associates, Inc.
and approved by the Department of Transportation on NA.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 08/28/26 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Vance Wyatt Treasurer of City of North Chicago.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number DCEO-24-413046 .

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of North Chicago	Lake	DCEO-24-413046	Lewis Ave Detention Basin - Ph

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of North Chicago	Lake	DCEO-24-413046	Lewis Ave Detention Basin - Ph

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City

State

Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Signature & Date

Title

Business Address

City

State

Zip Code

Insert Names of Officers

President

Secretary

Treasurer

Attest:

Secretary



Contractor's Name

Contractor's Address

City

State

Zip Code

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1		
2	Clearing & Grubbing	LS	1		
3	Earth Excavation	LS	1		
4	Borrow & Furnished Excavation	LS	1		
5	Trench Backfill	CY	100		
6	Dewatering (Special)	LS	1		
7	Topsoil, Furnish & Place, 6-Inch	SY	18,464		
8	Class 1A Seeding	SY	2,400		
9	Interior Seed Mixture	SY	5,700		
10	Basin Bottom Seed Mixture	SY	9,500		
11	Fertilizer	LBS	1,030		
12	Agricultural Ground Limestone	TON	8		
13	Trees, (As Specified)	EACH	16		
14	Erosion Control Blanket (Straw)	SY	17600		
15	Supplemental Watering	LS	1		
16	Select. Mowing Stakes w/ Sign	EACH	40		
17	Construction Entrance	LS	1		
18	Turf Block Driveway Installation	SY	110		
19	Detention Basin Erosion Control	LS	1		
20	Inlet Baskets	EACH	31		
21	RR5, Rip Rap	SY	62		
22	Aggregate Base Course, 4"	SY	1900		
23	Aggregate Base Repair	TON	60		

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of North Chicago	Lake	DCEO-24-413046	Lewis Ave Detention Bas

Item Number	Items	Unit	Quantity	Unit Price	Total
24	Bit. Materials (Prime Coat)	LB	6730		
25	Bit. Materials (Trackless T.C.)	LB	1350		
26	HMA Level Binder, 3/4in (MM)	TON	140		
27	HMA Surface, Mix D, N50, 1.5in	TON	260		
28	Asphalt Driveway Patching	SY	15		
29	HMA Surface Removal, 2-Inch	SY	3000		
30	Comb. Curb & Gutter Removal	LF	430		
31	Sidewalk Removal	SF	980		
32	Driveway Removal	SY	90		
33	PCC Sidewalk, 4-Inch (Special)	SF	7450		
34	Concrete Driveway (Special)	SY	30		
35	Detectable Warnings (Special)	SF	120		
36	Class D Patching, 8" (full depth)	SY	100		
37	Comb. Curb & Gutter (Special)	LF	430		
38	Paved Ditch Channel (Special)	SY	900		
39	30" Storm Sewer, CL A, Type II	LF	86		
40	30" Precast FES w/ Grate	EACH	1		
41	27" x 42" Precast FES w/ Grate	EACH	1		
42	Storm Sewer Removal	LF	280		
43	6" Water Main R&R	LF	38		
44	6" Water Line Stop	EACH	2		
45	6" MJ 45 Degree Bend Fittings	EACH	4		
46	6' Manhole Control Structure	EACH	1		
47	Storm Tee Manhole (Special)	EACH	1		
48	Struct. Adj. w/ Frame & Lid/Gr	EACH	10		
49	Struct. Recon w/ Frame&Lid/Gr	EACH	2		
50	Valve Box to be Adjusted	EACH	1		
51	Traffic Control Special	LS	1		
52	Epoxy Pvt Mk, Line 6" White	LF	260		
53	Epoxy Pvt Mk, Line 12" White	LF	42		
54	Epoxy Pvt Mk, Line 24" White	LF	27		
55	Testing of Rejected Soils-Allow.	EACH	10		
56	Removal & Disposal Non-Sp. W	TON	100		
57	3-YR Basin Main. & Monit. Plan	LS	1		
58	Owner's Allowance	LS	1	\$100,000.0000	\$100,000.00
59	Construction Layout	LS	1		
Bidder's Total Proposal					\$100,000.00

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of North Chicago	Lake	DCEO-24-413046	Lewis Ave Detention Bas

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency	County	Section Number
City of North Chicago- Lewis Detention Basin Phase I	Lake	DCEO-24-413046

WE, _____ as PRINCIPAL, and _____ as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ of _____ Day _____ Month and Year

Principal

Company Name

Signature & Date

By:

Title

Company Name

Signature & Date

By:

Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Signature of Attorney-in-Fact Signature & Date

By:

STATE OF IL

COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ Month and Year .

(SEAL, if required by the LPA)

Notary Public Signature & Date

Date commission expires _____

Local Public Agency

County

Section Number

City of North Chicago- Lewis Detention Basin Phase I

Lake

DCEO-24-413046

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

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Company/Bidder Name

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Signature & Date

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Title

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Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
City of North Chicago	Lake	1850 Lewis Ave	DCEO-24-413046

Bond information to be returned to Local Public Agency at 1850 Lewis Ave, North Chicago, Illinois, 60064
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Date

Attest
Signature & Date

Company Name

By
Signature & Date

Attest
Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

City of North Chicago

Awarding Authority Signature & Date

Municipality

Local Public Agency Type

Clerk



Local Public Agency	County	Street Name/Road Name	Section Number
City of North Chicago	Lake	Lewis Ave Dentition Basin	DCEO-24-413046

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☐ For the following deliver and install bidding groups in this material proposal.

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Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

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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 Department at any time before or afterward 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.

Bidder	Signature & Date		
Title			
Address	City	State	Zip Code



Local Public Agency	County	Street Name/Road Name	Section Number
City of North Chicago	Lake	Lewis Ave Dentition Basin	DCEO-24-413046

I, _____ of _____, _____,
Name of Affiant City of Affiant State of Affiant
being first duly sworn upon oath, state as follows:

1. That I am the _____ of _____.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, _____, will maintain a business office in the
Bidder
State of Illinois, which will be located in _____ County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

--

Print Name of Affiant

--

Notary Public

State of IL

County _____

Signed (or subscribed or attested) before me on _____ by
(date)

_____, authorized agent(s) of
(name/s of person/s)

Bidder

Notary Public Signature & Date

--

(SEAL)

My commission expires _____



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
-------------------	--	--	--	--	--

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Affidavit of Availability

For the Letting of 01/13/26

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

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	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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	2	3	4	Awards Pending	1
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

City of North Chicago

Lake

DCEO-24-413046

☐ Check this box for lettings prior to 01/01/2025

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>			<u>Page No.</u>
1	<input type="checkbox"/>	Additional State Requirements for Federal-Aid Construction Contracts	79
2	<input type="checkbox"/>	Subletting of Contracts (Federal-Aid Contracts)	82
3	<input type="checkbox"/>	EEO	83
4	<input checked="" type="checkbox"/>	Specific EEO Responsibilities Non Federal-Aid Contracts	93
5	<input checked="" type="checkbox"/>	Required Provisions - State Contracts	98
6	<input type="checkbox"/>	Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/>	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/>	Temporary Stream Crossings and In-Stream Work Pads	106
9	<input checked="" type="checkbox"/>	Construction Layout Stakes	107
10	<input type="checkbox"/>	Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/>	Subsealing of Concrete Pavements	112
12	<input type="checkbox"/>	Hot-Mix Asphalt Surface Correction	116
13	<input type="checkbox"/>	Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/>	Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/>	Polymer Concrete	121
16	<input type="checkbox"/>	Reserved	123
17	<input type="checkbox"/>	Bicycle Racks	124
18	<input type="checkbox"/>	Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/>	Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/>	English Substitution of Metric Bolts	129
21	<input type="checkbox"/>	Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input checked="" type="checkbox"/>	Quality Control of Concrete Mixtures at the Plant	131
23	<input checked="" type="checkbox"/>	Quality Control/Quality Assurance of Concrete Mixtures	139
24	<input type="checkbox"/>	Reserved	155
25	<input type="checkbox"/>	Reserved	156
26	<input type="checkbox"/>	Temporary Raised Pavement Markers	157
27	<input type="checkbox"/>	Restoring Bridge Approach Pavements Using High-Density Foam	158
28	<input type="checkbox"/>	Portland Cement Concrete Inlay or Overlay	161
29	<input type="checkbox"/>	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	<input type="checkbox"/>	Longitudinal Joint and Crack Patching	168
31	<input type="checkbox"/>	Concrete Mix Design - Department Provided	170
32	<input type="checkbox"/>	Station Numbers in Pavements or Overlays	171

Local Public Agency

County

Section Number

City of North Chicago

Lake

DCEO-24-413046

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

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	173
LRS 2	<input type="checkbox"/> Furnished Excavation	174
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	175
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	176
LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
LRS 8	Reserved	190
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
LRS 10	Reserved	195
LRS 11	<input checked="" type="checkbox"/> Employment Practices	196
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	198
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	200
LRS 14	<input checked="" type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	201
LRS 15	<input checked="" type="checkbox"/> Partial Payments	204
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	205
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	206
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	207
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	208



Local Public Agency	County	Section Number
City of North Chicago	Lake	DCEO-24-413046

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

AS LISTED IN THE PROJECT SPECIAL PROVISIONS TABLE OF CONTENTS AND IN THE SPECIAL PROVISIONS AS PRESENTED.

BDE SPECIAL PROVISIONS
For the November 18, 2022 Letting

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 BD&E. An * indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
	80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6	<input type="checkbox"/> Blended Finely Divided Minerals	April 1, 2021	
	80241	7	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
	50531	8	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
	50261	9	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	<input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
	80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293	13	<input type="checkbox"/> Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
	80311	14	<input type="checkbox"/> Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80261	15	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	16	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
	80029	17	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
	80229	18	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80433	19	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80422	20	<input type="checkbox"/> High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
	80443	21	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
	80442	22	<input type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2022	Aug. 1, 2022
*	80446	23	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80444	24	<input type="checkbox"/> Hot-Mix Asphalt - Patching	April 1, 2022	
	80438	25	<input checked="" type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80411	26	<input type="checkbox"/> Luminaires, LED	April 1, 2019	Jan. 1, 2022
	80045	27	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80418	28	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
	80430	29	<input type="checkbox"/> Portland Cement Concrete – Haul Time	July 1, 2020	
	34261	30	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
*	80445	31	<input checked="" type="checkbox"/> Seeding	Nov. 1, 2022	
	80395	32	<input type="checkbox"/> Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
	80340	33	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	34	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	35	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	36	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
*	80437	37	<input checked="" type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	38	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
	80410	39	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
	20338	40	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80318	41	<input type="checkbox"/> Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
	80429	42	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
*	80439	43	<input type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	44	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
	80302	45	<input checked="" type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	46	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
	80071	47	<input type="checkbox"/> Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use.

File Name	Special Provision Title	Effective	Revised
50481	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2022 Standard Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80425	Cape Seal	Sections 405, 1003	Jan. 1, 2020	Jan. 1, 2021
80387	Contrast Preformed Plastic Pavement Marking	Articles 780.08, 1095.03	Nov. 1, 2017	
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2018	
80378	Dowel Bar Inserters	Articles 420.03, 420.05, 1103.20	Jan. 1, 2017	Jan. 1, 2018
80421	Electric Service Installation	Articles 804.04, 804.05	Jan. 1, 2020	
80415	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
80423	Engineer's Field Office and Laboratory	Section 670	Jan. 1, 2020	
80417	Geotechnical Fabric for Pipe Underdrains and French Drains	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal
- Building Removal with Asbestos Abatement
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

The DCEO agreement requires project compliance with the following:

Table 1: DCEO GRANT COMPLIANCE REQUIREMENTS	
REQUIRED BY PROJECT OWNER AND CONTRACTOR	
a) Prevailing Wage Act Compliance	<p>The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the agreement and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.</p> <p>To be documented by inclusion in bid solicitation, final contract, and included information per pay request (Table 2).</p>
b) Steel Products Procurement Act (30 ILCS 565/1 et seq.).	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 3 and/or Bidder Certification Regarding the Use of American Iron and Steel Products form.. Include manufacturer/supplier certification of domestic iron and steel with shop drawing submittals.</p>
c) Domestic Preferences for Procurements.	<p>In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 3 and/or Bidder Certification Regarding the Use of American Iron and Steel Products form.. Include manufacturer/supplier certification with shop drawing submittals.</p>
d) Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105).	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.</p>

<p>e) Compliance with Business Enterprise Program.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.</p> <p>The Cumulative BEP for this funding is 30% of subproject grant award value for BEP firm designations: MBE/WMBE/WBE/WMBE (i.e. a project cost of \$2,750,000 will require \$825,000.00 in construction costs from BEP firms).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 1, 2, and 3. To be documented with a Business Enterprise Program utilization plan, pay request waivers and final contractual paperwork. Contractor is required to submit a completed form with bid “Business Enterprise Program (BEP) Goal DCEO BEP Utilization Plan” Upon contract award by project owner, no modification of contractors BEP bid submittal is approved without input to SMC. Modification of subcontractor lists specific to BEP compliance will need to be presented to SMC for review and approval. All modification requests will need to include a summary of reasons and proposed alternative firms and/or subcontract values that contract proposes to meet BEP percentages.</p>
<p>f) Compliance with Illinois Works Jobs Program Act.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre- apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.</p>

g) Compliance with the Employment of Illinois Workers on Public Works Act.	<p>In a period of excessive unemployment rates, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.</p> <p>To be documented per bid solicitation, contract, and final contractual paperwork and completed. Contractor is required to submit a completed form with bid "State of Illinois, Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriated Capital Funds." Goal is 10%</p>
h) Illinois Works Review Panel.	<p>For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).</p>
i) Clean Air Act and Clean Water Act.	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).</p>
j) Historic Preservation Act (20 ILCS 3420/1 et seq.).	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).</p>

k) Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1)	<p>No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.</p>
l) Illinois Endangered Species Protection Act [520 ILCS 10/11], the Illinois Natural Areas Preservation Act [525 ILCS 30/17], Interagency Wetland Policy Act Title 17 Illinois Administrative Code Part 1075 and Title 17 Illinois Administrative Code Part 1090.	<p>PROJECT OWNER AND CONTRACTOR:</p> <ul style="list-style-type: none"> - If tree clearing is necessary, removing trees will occur between November 1st and March 31st to avoid impacts to bats and birds. - Good housekeeping practices should be implemented and maintained during and after construction to prevent trash and other debris from inadvertently blowing or washing into nearby natural areas. - Soil erosion and sediment control BMPs should be implemented and properly maintained. Wildlife friendly plastic-free blanket should be used to prevent the entanglement of native wildlife where practicable. - This agreement does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the Illinois Endangered Species Act, the Fish and Aquatic Life Act, the Wildlife Code and other applicable authority. - All equipment, including but not limited to boots, tools, equipment, tires, and treads, should be cleaned of all debris prior to entry of the project area, where feasible. Equipment should be power washed off-site, where feasible, to remove exotic/invasive seed or propagules. - Should any herbicide use be required for construction or operation, wind speed and direction should be carefully monitored, in order to avoid herbicide drift. - Projects near and/or adjacent to Illinois Natural Areas Inventory (INAI) sites - Parking and staging in areas adjacent to the INAI site should also be avoided. - Fencing and signage clearly delineating access limits and/or boundaries of INAI site. <p>PROJECT OWNER</p> <ul style="list-style-type: none"> - A long-term invasive species management program should be implemented to avoid the spread of invasive species.
a) Anti-Discrimination.	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).</p>
b) Bid Rigging.	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).</p>
c) Bribery.	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.</p>

d) Criminal Convictions.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that: Neither it nor a managerial agent of Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and (for non-governmental Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and only, this includes any officer, director or partner of Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and receives over \$10 million in total federal Financial Assistance, during the period of this Award, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.
e) Debt to State.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
f) Debarment.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).
g) Discriminatory Club Dues or Fees.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
h) Drug-Free Workplace.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is not an individual, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is an individual and this Agreement is valued at more than \$5,000, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies it will not

i) Equal Pay Act of 2003 (820 ILCS 112 et seq.).	If the Contractor has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Contractor pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Contractor to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.
j) Gift Ban.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.
k) Health Insurance Portability and Accountability Act.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must maintain, for a minimum of six (6) years, all protected health information.
l) International Boycott.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
m) Lien Waivers.	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Funds to contractors and subcontractors.</p> <p>To be documented by inclusion in bid solicitation, final contract, and included information per pay request (Table 2).</p>

n) Lobbying.	<ol style="list-style-type: none"> 1. Improper Influence. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable. 2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions. 3. Lobbying Costs. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs. 4. Procurement Lobbying. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity. 5. Subawards. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must forward all disclosures by contractors regarding this certification to Grantor. 6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
o) Non-procurement Debarment and Suspension.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
p) Pro-Children Act.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

q) Sexual Harassment.	Parties to this agreement certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantee upon request.
r) Victims' Economic Security and Safety Act (820 ILCS 180 et seq.).	If the Contractor has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Contractor is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Contractor to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

Domestic Preferences for Procurements

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

§ 200.322 Domestic preferences for procurements (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>)

State Revolving Fund American Iron and Steel (AIS) Requirement- AIS Legal Authority

(<https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement#legal>)

Steel Products Procurement Act (30 ILCS 565/1 *et seq.*)

The Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

<https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=548&ChapterID=7>

Bidder Certification Regarding the Use of American Iron and Steel Products

_____, Do hereby certify that:
Name

1. I am _____ (title) of the _____
(company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
3. This firm hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act iron and steel products used for this project must be produced in the United States.
4. This firm is aware that the use of American iron and steel products applies to all project contracts for construction, reconstruction, repair, improvement or maintenance of public works under this Award.
5. This firm understands the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
6. I am aware that this requirement applies to all portions of this project that are also subcontracted.
7. I am aware that as the prime contractor on this project that all manufactures and/or suppliers of iron and steel materials providing materials for use on this project will need to provide a letter or certificate stating certification of materials meeting these domestic sourcing requirements.

NAME OF FIRM: _____

SIGNATURE: _____

DATE: _____

Sample AIS Step Certification for manufacturing or fabricating of Steel Products Procurement (Domestic Steel) per (30 ILCS 565 et. seq.)

The following information is provided as a sample letter of AIS Step Certification for AIS compliance. Documentation must be provided on company letterhead.

Date _____

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (_____)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in Steel Products Procurement (Domestic Steel) (30 ILCS 565 et. seq.).

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative:

Date: _____

Sample AIS Step Certification by manufacturer of products and/or materials shipped/provided of Steel Products Procurement (Domestic Steel) per (30 ILCS 565 et. seq.)

The following information is provided as a sample letter of AIS Step Certification for AIS compliance. Documentation must be provided on company letterhead.

Date _____

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project
(_____)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in Steel Products Procurement (Domestic Steel) (30 ILCS 565 et. seq.).

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative:

Date: _____



TEMPLATE FORMS

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

The administration of this contract requires documentation and compliance with the State of Illinois' Central Management Services' (CMS') Business Enterprise Program (30 ILCS 575/0.01 *et seq.*) and the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriate Capital Funds (30 ILCS 559/20-20 to 20-25) which is the responsibility of the CONTRACTOR.

The following **TEMPLATE FORMS** have been included for reference. Documentation requirements are subject to change based on Project Funding.

Business Enterprise Program (BEP) Goal

1. HOW TO LOCATE CERTIFIED BEP VENDORS FOR YOUR DCEO GRANT PROJECT
2. GOOD FAITH EFFORT DOCUMENTATION CHECKLIST
3. DCEO BEP UTILIZATION PLAN
4. PARTIAL BEP WAIVER (Pre-filled form template to be provided by SMC upon DCEO BEP UP approval)

Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriated Capital Funds

1. Apprenticeship Goal Form
2. Request for Waiver or Reduction of Public Works Project Apprenticeship Goal Form

Sample AIS Step Certifications for domestic iron and/or steel

Bidder Certification Regarding the Use of American Iron and Steel Products

Business Enterprise Program (BEP) Goal

HOW TO LOCATE CERTIFIED BEP VENDORS FOR YOUR DCEO GRANT PROJECT

- Visit <https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx>
- Click in the “NIGP Codes” box and type in a keyword description of the kind of work you are looking to hire. One or more codes with short descriptions of work will appear. “Add” the codes that match the work you are looking for.
 - For instance, if your grant project requires excavation, you can type “excavation” in the search box, and Code 91244 “Excavation Services” will appear. Click Add, and your search will be narrowed to BEP certified businesses who perform excavation.
- Click in the fourth box “Certification Type” and select Minority Business Enterprise (MBE), ~~Persons with Disability Business Enterprise (PBE)~~, Women Business Enterprise (WBE), and Women/Minority Business Enterprise (WMBE). These are the business enterprise categories that qualify for BEP.
- Scroll down to the “Location” section. Here you will use the “Distance Search” of Zip Code. Input the zip code in which the project is taking place, and then from the drop-down menu select a distance to search. We recommend within 50 miles.
 - If you are doing a distance search, it is very important that you not fill out any other part of the location information. If you input a city, the search will default to only business enterprises located within the city. This will greatly restrict your vendor search.
- Scroll down to the “I’m not a robot” box and click it. You may have to do a picture test. Once that is complete, click the green “Search” button.
 - A list of BEP vendors, certified as Minority Business Enterprise (MBE), ~~Persons with Disabilities Business Enterprise (PBE)~~, Women Business Enterprise (WBE), and/or Women/Minority Business Enterprise (WMBE) matched to the Commodity Codes you added, and within the distance parameter, will appear.
 - You can then click on the business’ name and get details on the business including contact information for soliciting bids.
- If you want to do a general search of all BEP certified vendors in your area, regardless of work performed, just skip adding NIGP Codes and search only by location: city or distance from zip code.
 - A list of businesses will appear, and you can click on the business’ name for details on that business including contact information and the work it performs (classified by the NIGP code).
- You can also use the “Business Name/DBA” box to search specific businesses in your area to determine if they are state certified BEP.

Business Enterprise Program (BEP) Goal

GOOD FAITH EFFORT DOCUMENTATION CHECKLIST

When submitting a request for a waiver of goals, the following documentation showing the Contractor's good faith effort to utilize minority and women business enterprises (MBE/WBE or W/MBE)) **must** be included:

- 1) All information indicating why the specified goal cannot be met.
- 2) A list of all MBE/WBE firms the Contractor has used in the current and prior fiscal years, if available.
- 3) A list of all certified MBE/WBE firms eligible to perform the work, if available. Only certified eligible firms identified by State of IL BEP Supplier Diversity Management Portal website database will be accepted.
- 4) A clear determination that the number of certified MBE/WBE firms eligible to perform the work is insufficient to ensure adequate competition.
- 5) Demonstrated proof that the MBE/WBE firms' prices were excessive or unreasonable, if available.
- 6) A list of all MBE/WBE firms contacted, including documentation from those firms. Documentation shall include, when applicable:
 - a. A log of telephone contact including date and time of call, telephone number, name of person called, and the outcome of the call;
 - b. Copies of written or electronic email correspondence showing the date, postal or email address, name of person contacted, and subsequent correspondence that reflects the outcome.
- 7) Copies of all solicitation letters or electronic email correspondence to MBE/WBE firms. Letters shall contain, at a minimum:
 - a. Project title and location;
 - b. Classification of work items for which quotations are requested;
 - c. Date, time, and place quotations are due; and
 - d. Returnable acknowledgment of the solicitation.
- 8) All other evidence of good faith efforts made by the Contractor to secure eligible MBE/WBE firms to meet the specified goal including documentation that demonstrates the following:
 - a. A reasonable number of MBE/WBE firms were contacted.
 - b. The work selected by the Contractor for allocation to MBE/WBE firms was selected in order to increase the likelihood of achieving the specified goal.
 - c. The Contractor negotiated, in good faith, with the potential MBE/WBE firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited, if available.
 - d. The MBE/WBE firms were not rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities, if available.
 - e. The Contractor engaged with Fair Employment Practices (FEP) staff for assistance in its efforts to achieve the specified participation.
- 9) All actions taken to solicit MBE/WBE firms both pre-bid opening date and post-bid opening date.
- 10) A revised BEP Utilization Plan if the MBE/WBE participation increases.
- 11) Other relevant information in support of the waiver request.
- 12) Ensure the bid advertisement timeframe is satisfactory for BEP firm solicitation.

FEP will consider all evidence of good faith efforts made by the Contractor to secure eligible MBE/WBE firms to meet the specified goal, including, but not limited to, whether diligent efforts were made to identify and solicit eligible MBE/WBE businesses.

Business Enterprise Program (BEP) Goal

DCEO BEP UTILIZATION PLAN

Minority, Female, Persons with Disability Status and Subcontracting

The Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 *et seq.*) requires certain DCEO grants include goals for contracting with businesses that have been certified as Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Women/Minority Business Enterprise (WMBE) ~~and/or Persons with disabilities owned Business Enterprises (PBE)~~ (“BEP vendors” collectively).

Goal to be achieved by the Contractor: This utilization plan includes a total Business Enterprise Program (“BEP”) utilization goal of ____%. The goal is based on the availability of certified vendors to perform the anticipated work opportunities providing for in the grant.

Contractor Assurance: The Contractor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure by the Contractor to carry out these requirements is a material breach of this plan, which may result in the termination of the Grant Agreement or such other remedy, as the Agency/ Grantor deems appropriate. This assurance must be included in each contract that the Contractor signs with a contractor, subcontractor, or supplier.

Calculating Certified Vendor Participation: This utilization plan must include work anticipated to be performed by all certified vendors and paid for with grant funds upon satisfactory completion. Only the value of payments made for the work performed by certified vendors is counted toward the plan goal.

Counting guidelines are summarized below:

- (1) The amount of grant dollars paid to certified vendor shall be counted towards the BEP goal. The payments shall be for the performance of work approved in the Grant Agreement.
- (2) A joint venture shall count towards the BEP goal the portion of grant dollars paid to the certified vendor equal to the distinct, clearly defined portion of the work performed by the certified vendor and approved in the grant agreement. A joint venture shall also count grant dollars subcontracted to other certified vendors. Work performed by a non-certified joint venture partner shall not be counted toward the goal.
- (3) When a certified vendor subcontracts part of the work to another firm, the grant dollars paid for the subcontracted work shall be counted toward the BEP goal only if it is work approved included in the Grant Agreement and the certified vendor ‘s subcontractor is also a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the BEP goal.
- (4) A Contractor shall also count towards the BEP goal the amount of grant dollars paid for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer, or supplier except for materials and supplies purchased or rented from the Contractor.

- (5) A Contractor shall also count towards the BEP goal the following expenditures to certified vendor that are not manufacturers, regular dealers, or suppliers:
- a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required under the Grant Agreement, provided that the fee or commission is determined by the Department of Commerce & Economic Opportunity ("DCEO") to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - b. The fees charged for delivery of materials and supplies required under the Grant Agreement (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a regular dealer in the materials and supplies, provided that the fee is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible and must itself own and operate at least one fully licensed, insured, and operational truck used on the project.
 - c. The fees or commissions charged for providing any bonds or insurance specifically required under the Grant Agreement, provided that the fee or commission is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (6) A Contractor shall count towards the BEP goal only expenditures to firms that perform a commercially useful function in the work of the Grant Agreement.
- a. A firm is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work under the Grant Agreement and carries out its responsibilities by performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the project, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the materials or supplies. To determine whether a firm is performing a commercially useful function, DCEO shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under this utilization plan is commensurate with the work it is performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - b. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, DCEO shall examine similar transactions, particularly those in which the certified vendors do not participate, and industry practices.
- (7) A Contractor shall not count towards the BEP goal expenditures that are not direct, necessary, and proximately included in this utilization plan. Ineligible expenditures include general office overhead or other Contractor support activities.

_____(the Contractor) submits the following BEP Utilization Plan as part of our proposal in accordance with the requirements of the BEP Act. We understand that compliance with the BEP Act is required as part of this plan.

_____(the Contractor) makes the following assurances and agrees to include the assurance in each contract with a contractor, subcontractor, or supplier utilized on this plan: we shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure to carry out these requirements is a material breach of this plan, which may result in the termination of this plan or such other remedy, as the Agency/ Grantor deems appropriate.

Contractor's person responsible for compliance

Name: _____
Title: _____
Telephone: _____
E-mail: _____

We submit one (1) of the following statements:

☐ We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of _____% through subcontracting.

☐ We attest our Utilization Plan does not fully meet the BEP utilization goal. We request the DCEO Good Faith Effort documentation guidelines and will submit all required forms and supporting documents requested by DCEO and the Commission on Equity and Inclusion's (CEI) Good Faith Effort Committee.

Contractor Authorized Signature

Date

Contractor Authorized Name and Title

Section I

Utilization of Certified Vendors

(Please submit a separate form for ***each*** proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's:

Company Name: _____

Address: _____

Phone: _____ FEIN # _____

At the time of submission, the above vendor is:

☐ Certified with the Commission on Equity and Inclusion (CEI) as _____ MBE/WBE/WMBE.

☐ Meets the criteria and has applied for certification with CEI. Application # _____

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

- 3) This DCEO Grant amount is \$ _____. The portion of the grant which will be contracted/subcontracted to this certified vendor is \$ _____.

- 4) A joint venture agreement is not required, as the arrangement between _____ and _____ is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited _____ (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.

Bidder complete highlighted sections in this form

DCEO Grant # 24-413046 (HD240398)

STATE OF ILLINOIS
ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT
FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS

Grantee Instructions: Please complete this form as soon as: (1) the estimated total project costs (Part I) are known; **and** (2) the prevailing wage classifications and estimated hours are known (**only required if the estimated total project costs are over \$500,000**). See Part III.C. This supplement form should only be completed once and must be submitted to the grant-funding State Agency no later than at the time the first periodic reports are due.*

Part I. Organization and Project Information

Organization Name

NOFO Number (if known)

Grant Number (if known)

24-413046 (HD240398)

Grant Term (if known)

11/01/2024 through 10/31/2026

Project
Description

Grant funds will be used for costs associated with the implementation of 16 regional stormwater component projects in Lake County, Illinois.

Lewis Avenue Detention Basin Project Phase 1: Grant funds will be utilized for the property acquisition and construction of a stormwater detention basin. Improvements will reduce the volume of stormwater in the storm sewer system and a reduction of flooding to roadways and neighborhoods. Project is expected to consist of excavation for a new large detention basin, storm sewer system connections, and vegetation of the basin. Project location is located in the Pettibone Creek watershed between 20th Street and 21st Street and between Lewis Avenue and Kemble Avenue in North Chicago, IL. The project will benefit approximately 132 properties and 8 roads.

Estimated Total Project Cost

Estimated Project Term

1. Do the State Funding and Non-State Funding on Sections A and B of the Uniform Capital Grant Budget Template **total \$500,000 or more**:

☒ Yes ☐ No

If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the grant opportunity must maintain this form in its grant file.

*For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

Part II. Applicable Apprenticeship Goal

Please respond to question number 1 OR 2 as applicable:

1. For projects estimated to receive \$500,000 or more in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☒ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

~~2. For projects estimated to receive less than \$500,000 in appropriated capital funds:~~

~~Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:~~

~~☐ Yes ☐ No~~

~~If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. If No, the~~

~~10% apprenticeship goal does not apply.~~

Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)

A. Based on the answer provided above in number 1 or 2 in Part II:

the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information

☒ on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project in Part C.)

the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below.

☐ Provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds in Part C.)

☐ the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. **The Organization:**

☐ Will fully comply with the 10% apprenticeship goal.

☐ Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

☐ Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

☐ Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Part IV. Organization Certification and State Agency Acknowledgement

1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

2. State Agency Acknowledgement:

State Agency

Printed Name

Title

Signature:

Date/Time Field

A waiver request will not be processed as part of bid submittal. This form is for reference.

Contractor will submit "Apprenticeship Initiative Budget Supplement" and demonstrate working toward goal of 10% before seeking a waiver.



Illinois
Department of Commerce
& Economic Opportunity
JB Pritzker, Governor

Illinois Works Jobs Program Act
Request for Waiver or Reduction of Public Works Project Apprenticeship Goals
(30 ILCS 559/20-20(b); 14 Ill. Admin. Code 680.40)

Submit the completed form and all supporting documents to your State Agency issuing the Contract/ Grant/Loan for review and make their recommendation to Illinois Works for final evaluation.

Requestor Information

Requesting Entity Name	<input type="text"/>
Requesting Entity's Roll in Project (e.g., grantee, contractor, subcontractor)	<input type="text"/>
Requestor Name	<input type="text"/>
Requestor Phone #	<input type="text"/>
Requestor Email	<input type="text"/>
Date Submitted	<input type="text"/>

Project Information

(Please submit the State contract or grant agreement if it has been executed, or all application materials if the contract or grant agreement has not yet been issued.)

Is the requestor seeking or receiving a State contract for this project? (Y/N)	<input type="text"/>
Is the requestor seeking or receiving a State grant for this project? (Y/N)	<input type="text"/>
State Agency issuing Contract or Grant	<input type="text"/>
Contract or Grant Number(s) (if known)	<input type="text"/>
Project Name (optional)	<input type="text"/>
Project Description (include a description of both the contract or grant and the larger project, if applicable)	<input type="text"/>
Project Location (city and county)	<input type="text"/>

Total Estimated Project Cost*
(Cost of the overall project including amounts awarded through the contract or grant. Please submit all documentation supporting the total estimated project cost.)

Total Contract or Grant Amount Awarded, or Requested from State Agency, if Award decision not yet made.

Percentage of State appropriated capital funds contribution through contract or grant of the total estimated cost of the overall project.

Apprenticeship Goal Waiver or Reduction Information

What is the apprenticeship goal based on the total estimated project cost and the State's contribution? Please check one box only. (See Budget Supplement Form Part III.A.)

- ☐ the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.
- ☐ the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

Is a goal waiver and/or goal reduction being requested? (Please check all boxes that are applicable.)

- ☐ waiver reduction
- ☐

Specify the Basis for the Request (Please check all boxes that are applicable.)

- ☐ Insufficient apprentices are available.
- ☐ The reasonable and necessary requirements of the contract or grant do not allow the goal to be met.
- ☐ There is a disproportionately high ratio of material costs to labor hours that makes meeting the goal infeasible.
- ☐ Apprentice labor hour goals conflict with existing requirements, including federal requirements, in connection with the public work.

Explanation of the basis for this request. (Please provide details explaining the need for the request, including a description of the specific waiver and/or reduction being requested, plus submit all documents that support the request.)

*The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs.

Statute(s) or rule(s) that support the request. (if applicable)

Has the requesting entity received a reduction or waiver on other projects? If yes, please list the applicable contracts or grants and the waivers or reductions received and the dates they were received.

Apprenticeship Goal Waiver or Reduction Requested

Directions: Complete the applicable chart, below to demonstrate the apprenticeship goals the requesting entity is seeking for each prevailing wage classification.

- a. For projects for which the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project, complete chart “A” and provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project.
- b. For projects for which the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds, complete chart “B” and provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds.

Prevailing wage classifications and rates can be found from the Illinois Department of Labor. Please visit <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> for rate and classification information.

A. Apprenticeship Goals for Entire Project (complete if goal applies to entire project)

County

--

[illegible]

B. State-Funded Grant Apprenticeship Goals (complete if goal applies only to State appropriated capital funds)

County

--

[illegible]

Entity Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s) or contract(s).

Institution/Organization Name:

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date

For State Agency Use:

The State Agency has reviewed the request for a reduction and/or waiver of the apprenticeship goal and any supporting documentation submitted and recommends as follows:

- ☐ Approve request.
- ☐ Deny request.
- ☐ Approve request in part and deny in part.
- ☐ Additional information requested.
- ☐ Public hearing is recommended prior to a determination (30 ILCS 559/20-20(b); 14 Ill. Admin Code 680.40(b)).

State Agency Explanation for Recommendation (Must be completed by State Agency. Please note if the State Agency has applied for or received a goal deviation for a federal construction program (14 Ill. Admin Code 680.70) and the deviation number, if one was granted):

State Agency

Title

Printed Name

E-mail address

Signature

Date

The State Agency should submit the completed form and documents to the Department of Commerce and Economic Opportunity at CEO.ILWorks@illinois.gov.

For Department of Commerce and Economic Opportunity Use:

Determination:

- ☐ Request Approved.
- ☐ Request Denied.
- ☐ Request approved in part and denied in part (See explanation and modified goals chart(s) below).
- ☐ Additional Information Requested. See comments below.

- ☐ Public hearing is required prior to a determination (30 ILCS 559/20-20(b); 14 Ill. Admin Code 680.40(b)). The Department of Commerce and Economic Opportunity will provide additional information on the public hearing.

Additional comments:

Kristine A. Richards, Acting Director
Department of Commerce and Economic Opportunity

Date

Apprenticeship goal waiver or reduction approved as modified, below (completed by the Department of Commerce and Economic Opportunity)

Apprenticeship Goals for Entire Project (complete if goal applies to entire project)

County

A. Prevailing Wage Classification	B. Estimated Total Hours	C. % Goal for Apprenticeship Hours for Classification	D. Estimated Apprenticeship Hours (multiply columns B & C)	E. Source of Funds

State-Funded Grant Apprenticeship Goals (complete if goal applies only to State appropriated capital funds)

County

A. Prevailing Wage Classification	B. Estimated Total Hours	C. % Goal for Apprenticeship Hours for Classification	D. Estimated Apprenticeship Hours (multiply columns B & C)

Entity acceptance of modified goals approved by the Department of Commerce and Economic Opportunity

By signing below, I agree to the modified apprenticeship goals as indicated in the chart above for the contract or grant award(s) listed herein.

Institution/Organization Name:

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date

LEWIS AVENUE DETENTION BASIN PHASE 1 SPECIAL PROVISIONS

LEWIS AVENUE DETENTION BASIN PHASE 1 SPECIAL PROVISIONS TABLE OF CONTENTS

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PROJECT SPECIAL PROVISIONS

DEFINITION OF TERMS

The Provisions of Section 101 of the Standard Specifications are hereby amended as Follows:

101.16: Engineer

Add the following at the end of Paragraph 101.16 – “Engineer”:

Whenever the word “Engineer” or “Department” is used in the Contract Documents, it shall be understood to be Trotter and Associates, Inc., and duly authorized representative thereof.

101.44 (c): Municipality

Replace Paragraph 101.44 (c) in its entirety with the following:

Whenever the word “Owner” is used in the Contract Documents, it shall be understood to be the City of North Chicago, Illinois, and duly authorized representatives thereof.

Add the following new paragraph at the end of section 101:

101.56: Whenever the abbreviation “Standard Specifications” is used in the Contract Documents, it shall be understood to be “Standard Specifications for Road and Bridge Construction, adopted January 1, 2022”

Add the following new paragraph at the end of section 101:

101.57: Whenever the abbreviation “SSWSMC” is used in the Contract Documents, it shall be understood to be “Standard Specifications for Water and Sewer Construction in Illinois, Current Edition”

SCOPE OF WORK

The Project includes furnishing all equipment, labor, materials, disposal of materials, and other items necessary for the excavation and construction of a storm water detention basin. The scope of Work includes earth excavation, storm sewer removal, HMA pavement removal, HMA paving, concrete paved ditch installation, storm sewer installation, sidewalk installation, importing and grading topsoil, installation of trees and seeding, landscape restoration, supplemental watering, dewatering, erosion control maintenance and monitoring, and all other items of Work in accordance with the Plans, Specifications and Special Provisions.

The Contractor shall note the provisions of Section 104 of the Standard Specifications.

The provisions of Article 104.02 of the Standard Specifications are hereby amended as follows: **“The Owner reserves the right to add or remove from the Project any portions of work included in the Lewis Ave Detention Basin Phase 1 due to budgetary constraints. Such reduction or addition shall not result in an adjustment to the Contract or to the Unit Prices originally bid.”**

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held on **Wednesday January 21, 2026, at 3:00 pm** for all bidders and prime contractors. The meeting will be held in the North Chicago City Council Chambers, located at 1850 Lewis Avenue, North Chicago, Illinois 60064.

COMPLETION DATE

A Final Completion Date of **August 28, 2026**, is specified for **all Work** performed in this Contract. In case of failure to complete Work on time, the provisions of Article 108.09 of the Standard Specifications regarding liquidated damages shall apply.

Final Completion shall include the completion of all Work including the installation of all landscape restoration work (seeding and trees) and supplemental watering system.

GENERAL

The following Special Provisions supplement the Illinois Department of Transportation's (IDOT) "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, "Standard Specifications"; the "Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Manual of Test Procedures of Materials", in effect on the date of invitation for bids; the "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet included herein, which apply to and govern the construction of the Lewis Ave Detention Basin, City of North Chicago, Lake County, Illinois. In case of conflict with any part or parts of the Standard Specifications, these Special Provisions shall take precedence and shall govern.

The Owner requests bids from qualified companies to provide all labor, services, equipment, materials, and all other items to complete Work necessary for the excavation and construction of a storm water detention basin, disposal of spoil materials, installation of concrete paved ditch, installation and maintenance of erosion control measures, installation of storm sewer system components, landscape restoration, HMA surface removal and HMA resurfacing work, and incidentals in accordance with the Plans, standard specifications and these Special Provisions. All Work has a final completion date as specified in the Special Provisions. The Contractor shall be responsible for full-site restoration and maintenance through acceptance and re-establishment of vegetation.

QUALIFICATION OF BIDDERS

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of the Owner's request written evidence of the types set forth in this Special Provision. Bidder must provide qualifications for experience of five (5) years of experience completing projects of similar size and scope. Qualifications for experience must include project names, awarded contract amount, year completed along with contact information for the client.

Bidders/subcontractors/suppliers and owners/officers (parties) shall not be disbarred, declared ineligible or banned from doing business (completing work) on federal, state, county or in any municipality in the State of Illinois. If Bidders have current, or pending litigation with past or current clients, they shall include a list of the litigation with contact information with each client for the last (10) years.

An officer of the general contractor or subcontractor must certify the information provided for their respective company regarding the submission.

DCEO GRANT REQUIREMENTS

The Project is funded with Illinois Department of Commerce and Economic Opportunity (DCEO) funding. Therefore, each bidder, subcontractor, and vendor shall be compliant with DCEO grant requirements. **This includes cumulative BEP equal to thirty (30) percent of subproject grant award value for BEP firm designations: MBE/ WMBE/WBE/WMBE.**

Designated BEP firms shall be submitted with bid proposal. Required forms are included within the bid documents.

UTILIZATION GOALS OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

Funding for the Project is required to comply with the State of Illinois Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female, or who have disabilities. Project shall maintain compliance with the BEP Utilization Plan and shall comply with all reporting requirements.

Responsible bidders must contract a minimum of thirty (30) percent of the Project or grant contract value to firms certified as MBE, WMBE, WBE, and or WMBE. There is no specific percentage per individual minority or female certified vendors but rather an overall percentage.

Only MBE/WBE contractors/subcontractors/suppliers certified through the State of Illinois' Illinois Commission on Equity and Inclusion's (CEI) Business Enterprise Program (BEP) can count toward meeting the **30 % BEP utilization goals** for this Project. All MBE/WBE registered and/or certified vendors must be identified within the State of IL BEP Supplier Diversity Management Portal website database: (<https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx>)

A "minority business enterprise" (MBE) is defined as a business concern that is: (1) at least fifty-one (51) percent owned, managed and controlled by one or more minority individuals, or, in the case of a publicly owned business, at least fifty-one (51) percent of the stock is owned by one or more minority individuals; (2) managed and directed by one or more of the minority owners on a daily basis; and, (3) is certified as such by a certifying entity. The ownership interest must be real and continuous and not created solely to meet the MBE goals of this Project.

A "women's business enterprise" (WBE) is defined as a business concern that is: (1) at least fifty one (51) percent owned, managed, operated and controlled by one or more women, or, in the case of publicly owned business, at least fifty one (51) percent of the stock is owned by one or more women; (2) managed and directed by one or more of the women owners on a daily basis; and, (3) is certified as such by a certifying entity. The ownership interest must be real and continuous and not created solely to meet the WBE goals of this Project.

COMPLIANCE WITH ILLINOIS WORKS JOBS PROGRAM ACT

Contractor must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total Project cost of \$500,000 or more, the Contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire Project being paid for in whole or in part by appropriated capital

funds to construct a public work. Contractor must submit a Budget Supplement Form (available on the Illinois Department of Commerce and Economic Opportunity website) to SMC within ninety (90) days of the execution of this Contract. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Contractor is permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor must ensure compliance for the life of the entire project and will be required to report on and certify its compliance.

PRECONSTRUCTION CONFERENCE

A mandatory preconstruction conference shall be held. The Contractor shall provide a construction schedule **five (5) days prior** the meeting. If the schedule is not provided in a timely manner, the preconstruction conference and notice to proceed will be rescheduled and delayed accordingly. The Contractor shall provide a list of the intended source of materials and the intended list of Subcontractors to be utilized for the Project at the meeting.

DISPOSAL OF MATERIALS

Contractor shall be responsible for disposal of all spoil material, tree stumps, brush, construction debris and any excess materials at an approved location. The City will provide 662/663 forms to the Contractor who is awarded the Project.

DEBRIS REMOVAL

Materials resulting from the construction of the detention basin, underground utility work, or removal of HMA, stone, excavated spoils, and PCC materials shall be removed at the end of each day to an approved site. Failure to do so shall result in a charge of \$500.00 per each calendar day until the materials are removed. This charge will be deducted from any payments due the Contractor. If in the judgement of the Owner, should it be necessary to immediately remove such materials, the Owner will have the material removed and the Contractor shall be billed (charged) accordingly (in addition to the \$500.00 per day).

The Contractor shall be responsible for sweeping and cleaning streets of any debris and material that has accumulated as a result of the construction activity. A mechanical sweeper, mechanically driven air, and handwork with shovel and broom shall be utilized to provide a clean street for the motoring public. Within twenty-four (24) hours before the placement of prime coat and the laying of HMA, the Contractor shall sweep the pavement and remove standing water, earth, weeds, leaves, dirt, construction debris, and all loose material.

This Work **will not be paid for separately** but shall be included as part of the to the installation of the Work.

No material may be stockpiled or stored within the right-of-way.

WORKING HOURS

The Contractor must adhere to the applicable Owner ordinances regarding working hours and days. Construction Work may be performed Monday through Friday during the hours of 7:00 a.m. to 6:00 pm.

Saturday work must receive **written** approval from the Engineer and Owner at least 48 hours in advance. Additionally, the Contractor must provide written notice to any residents or businesses in the vicinity of

proposed Saturday Work. Requests to work consecutive Saturdays will require an on-site meeting and an updated comprehensive schedule. Saturdays working hours are from 8:00 am to 4:00 pm with the aforementioned approval(s) and notifications. **NO Work** will be authorized on Sundays. The Contractor is responsible for coordination of all Work on private property. Holidays and related Work restrictions shall follow IDOT SSRBC.

WORK ADJACENT TO SCHOOLS

The Contractor shall personally notify school(s), the Owner, and Engineer one (1) week in advance before they begin Work. In addition, the Contractor shall avoid construction activity on 20th Street when children or busses are present. **School drop-off in the mornings are from 8:00 am to 9:00 am and the afternoon pickup time is 3:00 pm to 4:00 pm.** The Contractor shall adjust Work schedules to accommodate pickup and drop-off traffic at the school.

The Contractor is responsible for maintaining bus and student pick up access to the school from the adjacent streets within the area of Work. There will be times, as directed by the Engineer, that no Work may be performed in the areas used by the busses during periods of time when students are dropped off or picked up from school, or busses are parked or idling. Any Work in these areas must be completed before student drop off, after student drop off and before student pick up, or after student pick up times without impact to the heavy traffic times.

This will impact the allowable times that Work may be performed adjacent to the school. No additional compensation will be paid for any inconvenience, delay, expense, or loss experienced by the Contractor because of adjustments to their normal schedule for this Work. This Work will not be paid for separately but shall be included in the cost to perform the associated Pay Items.

PREVAILING WAGE REQUIREMENTS

This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the Work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: www.illinois.gov/idol/Pages/default.aspx. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall take all necessary precautions for the protection of public and private property. The Contractor is responsible for the damage or destruction of property resulting from neglect, staging, storage, stockpiling of equipment or materials, misconduct or omission in Contractor’s manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials and such responsibility shall not be released until the Work has been completed and accepted and the requirements of these Special Provisions complied with.

Whenever public or private property is damaged or destroyed, the Contractor shall, at their expense, restore such property to a condition equal to that which existed prior to such damage or injury by repairing, rebuilding or replacing it as may be directed, or Contractor shall otherwise make good such damage or destruction in an acceptable manner. If Contractor fails to do so, the Owner will withhold any

payouts towards completed Work until arrangements are made to correct any damage as described above.

SITE ACCESS

The Contractor is responsible for coordinating and maintaining access for all mail and garbage for the duration of the project. Contractor shall locate temporary mail and garbage pick-up locations as necessary to not interrupt regular service to the residents. In the case that the garbage or mail is located somewhere significantly different than the existing locations, as determined by the Engineer, the Contractor shall provide assistance to residents as needed. This may include moving garbage cans for pickup should the existing location become inaccessible during the progress of Work due to improvements or impacts.

WATER SUPPLY

The Contractor is responsible for obtaining water for this Project. The indiscriminate use of fire hydrants, existing streams, creeks, wetlands, or ponds is strictly prohibited. All water obtained from the Owner's hydrants shall be metered (at no cost to the contractor). A meter to obtain water may be obtained from Public Works if requested by the Contractor.

MAINTENANCE OF ROADWAYS

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 sweeping and 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.

The Contractor shall be responsible for maintenance of all excavations in the roadway (trenches, patches, structure adjustments, etc.). Issues identified by the Engineer shall be addressed within twenty-four (24) hours. Contractor shall follow municipal guidelines when performing this Work at no additional cost to the Contract.

The Contractor shall be responsible for sweeping and cleaning streets of any debris and material that has accumulated as a result of the construction activity. A mechanical sweeper, mechanically driven air, and handwork with shovel and broom shall be utilized to provide a clean street for the motoring public. If deemed necessary by the engineer a vacuum sweeper shall be employed at no additional cost to the Contract. Within twenty-four (24) hours of placing prime coat and the laying of HMA, the Contractor shall sweep the pavement and remove standing water, earth, weeds, leaves, dirt, construction debris and all loose material. This Work **will not be paid for separately but** shall be included in the cost of the associated Pay Item.

If items of Work have not been provided in the Contract, or otherwise specified for payment, such Items required by the Engineer will be paid for in accordance with Article 109.04 of the Standard Specifications.

OPEN EXCAVATIONS

All excavations shall be backfilled, plated, or sufficiently fenced at the end of each workday to the satisfaction of the Engineer; no open excavations will be permitted during the non-working hours. All Work associated with backfilling and re-excavating areas due to Work incompleteness during each workday shall be included in the cost of the associated Pay Item.

EROSION CONTROL INSPECTION REQUIREMENTS

The Contractor shall comply with all requirements of the Erosion Control Plans and directives by local, state, and federal governing authorities. **The Contractor shall employ a Designated Erosion Control Inspector (DECI) to perform inspection and reporting duties as required a part of the Watershed Development Permit. All Work associated with conforming to the Erosion Control Plan and directives, including all necessary personnel and documentation by the Contractor shall be included in the cost of DETENTION BASIN EROSION CONTROL.**

Inlet filters must be emptied bi-weekly or at the direction of the DECI or Engineer. Spoils resulting from cleaning the inlets must be removed and disposed of off-site. This Work shall be included in the Contract Unit Price for INLET BASKETS.

INSURANCE REQUIREMENTS

The Contractor shall indemnify and hold harmless the Awarding Authority (City of North Chicago), Lake County SMC, and the Engineer (Trotter and Associates, Inc.), their employees and agents in accordance with the requirements of Article 107.26 of the Standard Specifications.

The Contractor shall obtain and furnish to the Engineer, prior to beginning any Work, certificates of insurance in accordance with the requirements of Article 107.27 of Standard Specifications naming City of North Chicago, Lake County SMC, Trotter and Associates, Inc. and their agents as additional insured.

SUBMITTALS

Shop Drawings shall include all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings shall include Product data and samples and shall be provided to the Engineer in accordance with Article 105.04 of the Standard Specifications.

Submittals must include, but are not limited to:

1. Storm Sewer materials (pipe and manholes, etc.)
2. Water Main materials (pipe and fittings, restraints, etc.)
3. Frames and Grates
4. Aggregate materials (aggregate base, trench backfill, riprap)
5. Topsoil
6. Asphalt mix design and QC plan
7. Concrete mix design and QC plan
8. Erosion Control Products
9. Landscape Restoration Products (seed mixtures/fertilizer/trees)
10. Other materials to be incorporated into the Project.

RECORD DRAWINGS

1. It is the Contractor's responsibility to maintain on site one set of the following record documents and record actual revisions to the Work:
 - a. Drawings
 - b. Specifications
 - c. Addenda
 - d. Change Orders and other modifications to the Contract
 - e. Reviewed Shop Drawings, Product Data and Samples

- f. Manufacturer's instruction for assembly, installation and adjusting
2. Ensure entries are complete and accurate, enabling future reference by Owner.
3. Store record documents separate from documents used for Construction.
4. Record information concurrent with Construction progress, not less than weekly.
5. Specifications: legibly mark and record at each product section description of actual products installed, including the following:
 - a. Manufacturer's name, product model, and number
 - b. Product substitutions or alternates utilized
 - c. Changes made by Addenda and modifications
6. Record Drawings and Shop Drawings: legibly mark each item to record actual Construction including:
 - a. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
 - b. Measured locations of internal utilities and appurtenances concealed in Construction, referenced to visible and accessible features of the Work
 - c. Field changes of dimension and detail
 - d. Details not on original Contract Documents
7. Submit documents to Engineer with claim for final Application for Payment:
 - a. Contractor is responsible for ensuring that all Work performed by Subcontractors is recorded and provided to the Owner at the end of the Project.
 - b. Failure to provide accurate Record Drawings will result in the Contractor being back charged for engineering services required to correct at the applicable billing rate of the person responsible for performing the Work.
 - c. Payment for time necessary to create Record Drawings will be charged directly to the Contractor.

PUNCH LIST REVIEW

As part of the Project close-out the Contractor shall provide a laborer to open all relevant structure lids for review. After the entire Project has been reviewed by the Engineer, Owner, and Contractor, a punch list of deficient or uncompleted items of Work will be provided by the Engineer to the Contractor. Final payment shall not be issued until all punch list items have been resolved.

ADMINISTRATIVE REQUIREMENTS – COORDINATION AND PROJECT CONDITIONS

The Contractor shall perform the following administrative duties during construction; this Work shall be included in the cost of the Work and will not be measured or paid for separately:

1. Coordinate scheduling, submittals, and Work of the various sections of the project to ensure efficient and orderly sequence of installation of interdependent construction elements.
2. The Contractor can request access to electronic design files from the Engineer. This will require the Contractor to request transfer of electronic data release from the Engineer.
3. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
4. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

5. Contractor shall bear the responsibility and coordination of any utility pole bracing. Pole bracing as identified on plans shall be coordinated and completed in a timely manner such that it does not cause delays to the Project. Should there be a failure to adequately brace a utility pole, the Contractor shall bear responsibility for resulting damages.
6. Contractor shall provide **physical** concrete and asphalt tickets. Electronic tickets will not be accepted.

The Contractor shall include as part of their construction schedule a portion dedicated to “Major Procurement Items”. It is the Contractor’s responsibility to ensure all items are submitted and ordered in a manner that will not inhibit construction progress or otherwise result in a cause for delay.

After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.

APPLICATION FOR PAYMENT

Application for payment to the Contractor shall be in accordance with the Standard Specifications and these Special Provisions. The Engineer will submit Engineer’s Payment Estimate for partial payment to the Contractor for the Work completed to the Owner not more than once monthly on a date specified by the Owner.

The Contractor shall procure from each subcontractor and supplier of material or labor a waiver of any claim which they may have under the mechanics lien laws of the state in which the work is located, to insure the Owner immunity from mechanics liens on subcontractors in carrying out the Contract and any work orders for additions thereto, all as a condition of any payment by the Owner. Any payments made by the Owner without requiring compliance with this paragraph shall not be construed as a Waiver by the Owner of the right to require compliance with this paragraph as a condition to later payments.

The Contractor shall submit Partial Waivers of Lien from all subcontractors and suppliers with each partial payment estimate and Contractor’s Affidavit for subcontractors and suppliers with second payment request for the previous payment estimates and then with all subsequent payment estimates. The Contractor shall furnish with his final application for payment a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed.

The Contractor shall **submit a digital copy in addition to one (1) original signed copy** of the following documents with each application for payment: **AIA Form G702 – Application and Certificate for Payment, AIAG703 – Continuation Sheet, Contractor’s Affidavit and Waivers of Lien as described above and Certified Payroll reports** for all Contractors working during the payment period. The Contractor shall also submit an updated construction schedule with each Application for Payment. The Contractor shall submit four (4) original signed copies for the Project Final Application for Payment.

SOIL BORING INFORMATION

Soil boring data is included for information only. The Engineer does not guarantee the accuracy or validity of the data, nor does Engineer assume any responsibility for the Contractor’s interpretation of the data. A copy of the complete soils report is available for the contractor per request from the Engineer. Contractor shall verify data and existing conditions. At Contractor’s option, they may perform additional subsurface investigation at their own expense.

CONCRETE WASHOUT

Contractor shall furnish a concrete washout within the ROW when performing concrete pours. Washouts shall be located as to not restrict vehicular or pedestrian traffic in the area and constructed in accordance with the Contract Documents and in compliance with local and/or state standards. The cost of providing the concrete washouts shall be included in the associated Pay Item. No additional compensation will be provided to relocate the concrete washout as site conditions change or as required by the Engineer.

Failure to comply with the Standard Specifications, Contract Plans, or these Special Provisions concerning concrete washouts will result in a charge of **\$500 per day**. In addition, if the Contractor fails to respond, the Owner may correct the deficiencies, and all costs thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of their contractual requirements or responsibilities.

Concrete washouts may not be located within the floodplain.

MANHOLE SAFETY RAMPS

All structures located in the pavement that rise above the surface of the existing roadway (milled surface, pulverized surface, HMA binder course, etc.) must have **temporary safety ramps installed**. The ramps can be made of HMA material or a safety product. The ramps must be maintained and can only be removed immediately prior to placement of the final surface course of HMA. This Work shall be included in the cost of installing, adjusting, or reconstructing the associated structures.

TEMPORARY SURFACES OVER TRENCH

The Contractor shall place a temporary CA-6 aggregate surface for all disturbed traveled ways (i.e., roadways, sidewalks, driveways, etc.); this surface shall be from the top of the trench backfill to the top of the existing pavement/traveled way. The Contractor shall maintain these temporary surfaces throughout the duration of the Project until the areas have been restored to their original conditions. Upon notification from the Engineer, the Contractor may begin restoration of the disturbed areas and Contractor shall excavate the temporary surface.

Clean CA-6 excavated material may become the property of the Owner at the Owner's request; the Contractor shall deliver this material to the Owner's Public Works Yard at 1421 Renken Avenue North Chicago, IL 60064. In the case the Owner does not wish to receive the clean material it shall be disposed of in accordance with Article 202.03 of the Standard Specifications and all costs associated with the removal and disposal shall be included in the Unit Price for the various items which disturb traveled surfaces.

Shall the Contractor fail to maintain the temporary surfaces, the cost to have them maintained will be deducted from the Contract.

PORTLAND CEMENT CONCRETE TESTING

All concrete used in this Contract shall comply with the appropriate articles within this Specification. The Contractor shall prepare cylinders for testing purposes daily when concrete is being poured. These cylinders will be made each time to test at: 3-day break, 7-day break, and two 14-day breaks.

Any concrete **NOT** reaching the 14-day strength requirement prescribed by these Specifications will be rejected. All rejected concrete will be replaced by the Contractor, at the Contractor's expense. Coring, or any other means of testing besides the prepared cylinders **WILL NOT** be an option to further test the concrete as these additional tests would not represent the 14-day strength of the concrete. IDOT QC/QA standards will apply for all concrete materials placed and will be considered included in the cost of the associated Pay Item.

PREPARATION OF BASE

Description: This Work shall consist of shaping, grading, cleaning, and repairing the exposed base course, subbase, or subgrade, in accordance with the appropriate articles of Sections 358 and 406 of the Standard Specifications.

Cleaning: Upon completion of the proposed grinding operations, all loose and defective material shall be removed from all holes, ruts, or depressions in the exposed base. All excess crack filler and bituminous patches which contain an excess of bitumen, or which are unstable in hot weather shall be removed. All bitumen shall be removed from expansion joints and cracks more than 1-1/2 inches wide. The Contractor shall perform this in the most economical manner practicable and as directed by the Engineer. All waste material accumulated during the pavement cleaning operations shall be removed at the close of each day's work and shall be disposed of outside the limits of the job at locations acceptable to the Engineer in accordance with Article 107.01 of the "Standard Specifications for Road and Bridge Construction" as amended by Public Act 90-761.

Repair: In areas where base course has been exposed or the existing pavement has been pulverized, the base course or pulverized base course shall be graded to match the typical section of the street or area to be paved as directed by the Engineer. This Work will include the excavation, removal, disposal of the unsuitable materials, placement of AGGREGATE BASE REPAIR, grading, and compaction as directed by the Engineer.

Prior to placing leveling binder or binder course mixtures for multiple course construction and prior to placing surface course mixture for single course construction, all open cracks and open expansion joints having a width of a 1/2 inch or more, all expansion joints and cracks that have been cleaned and streetcar track flangeways shall be filled completely with MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS. The mixture shall be hand tamped in place with hand tools.

At locations where heavy disintegration and deep spalling exist, the area shall be cleaned of all loose and unsound material with pneumatic tools, primed and filled with binder in accordance with HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1). The leveling binder used in this area will be paid for at the Contract Unit Price per ton for HOT-MIX ASPHALT BINDER, N50.

Where areas to be leveled are greater than two (2) inches in depth, the leveling binder shall be placed and compacted in layers not exceeding a maximum depth of two (2) inches. The total thickness of leveling binder placed in one day will be limited to four (4) inches, unless otherwise directed by the Engineer. The leveling binder shall be placed at least twenty-four (24) hours prior to placing the surface course. Any leveling binder exceeding 1-1/2 inches in thickness shall meet the density requirements of Article 406.07.

This Work shall be completed at least twenty-four (24) hours prior to placing the first course of bituminous mixture.

Exposed Subgrade: In cases where subgrade is exposed, it shall be prepared in accordance with applicable portions of Section 301 to achieve not less than ninety-five (95) percent compaction density. Where rolling the subgrade is required, any areas which are inaccessible to a roller shall be compacted by either a mechanical or hand tamper meeting the approval of the Engineer. If subgrade cannot meet the required compaction, it shall be removed and disposed of outside the limits of the job at locations acceptable to the Engineer in accordance with Article 107.01 of the "Standard Specifications for Road and Bridge Construction" as amended by Public Act 90-761. AGGREGATE BASE REPAIR shall be installed and compacted in its place as directed by the Engineer.

Compaction: A proof rolling test is to be conducted using a standard proof rolling vehicle to assess the quality of the base as directed by the Engineer. The test vehicle for proof rolling shall consist of a tandem axle truck loaded to a minimum gross weight of 40,000 lb (18,100 kg). Proof rolling shall consist of ten (10) passes in each lane of the completed pulverized base course. Failure of the proof rolling test will be indicated by ruts more than one-half inch (1/2 in). Any failures in the base that occur during the proof rolling shall be immediately repaired and shall be subjected to an additional five passes of the test vehicle after the initial 10 passes are completed. This process shall be repeated, if necessary, until all failed areas pass the proof rolling. A nuclear density test is permitted when the proof rolling test is not a viable option.

Repair of areas that fail the proof rolling test shall be repaired in accordance with Section 358 and as directed by the Engineer or Geotech. This work will include the excavation, removal, disposal of the unsuitable materials, placement, grading, and compaction of AGGREGATE BASE REPAIR.

Preparation: After the base course has been repaired and permitted to cure, it shall be cleaned by means of a mechanical sweeper, hand brooms, flushing with water or by other approved methods. Special care shall be taken to clean the surface of the base course adjacent to the edges, so that the full width of the surface to be treated will be clean.

Material in excess of what is required to grade the base course or subbase to the proposed elevation previously left after pulverization or milling operations shall be removed and disposed of outside the limits of the job at locations acceptable to the Engineer in accordance with Article 107.01 of the "Standard Specifications for Road and Bridge Construction" as amended by Public Act 90-761. The EARTH EXCAVATION of the excess materials will be measured in tons and converted to a cubic yard quantity using the conversion of 113.3 lbs. per cubic foot.

Method of Measurement and Basis of Payment: The required Work here in described with the cleaning and removal, repair, preparation, exposed subgrade, and compaction as per PREPARATION OF BASE of the exposed base or subgrade, except for materials, will NOT be measured for payment, but shall be included in the cost of the associated Item being constructed.

Additional material required for the repair of the exposed base will be measured and paid for at the Contract Unit Prices as follows:

HOT-MIX ASPHALT	per TON
Class "D" Patches, (SPECIAL)	per SQUARE YARD of depth and type specified
Bituminous Materials (Tack Coat),	per POUND
Mixture for Cracks, Joints, and Flangeways	Included in the cost of HMA binder
Aggregate Base Repair	per TON
Earth Excavation	Included in the cost of Aggregate Base Repair

SAW CUTTING

The Contractor shall saw cut all concrete, asphalt surfaces, and underground utility items prior to removal and placement of final Work. This Work will **not be paid for separately** but shall be included in the Unit Price for the items being removed.

It shall be the responsibility of the Contractor to determine the thickness of the existing sidewalk, curb and gutter, pavement, and other appurtenances to be removed, the extent to which it is reinforced, and whether it was poured monolithically with the adjacent curb and gutter or other appurtenances. No additional compensation will be allowed because of variations from the assumed thickness shown on the Plans or for variations in the amount of reinforcement.

All Items scheduled for removal, as directed by the Engineer, shall be saw cut full depth at all points where the limits of removal abut existing concrete to remain in place. This Work shall be performed in such a manner that a straight joint will be secured. Any adjacent concrete, asphalt, or landscaping damaged due to negligence by the Contractor shall be replaced at their expense.

HOT MIX ASPHALT PAVEMENTS

General Conditions: Hot-mix asphalt pavements shall be constructed in accordance with HMA MIXTURE DESIGN REQUIREMENTS (D-1) and other applicable sections of the Standard Specifications, Chapter 44 of the Bureau of Local Roads and Streets Manual and the following:

1. Re-proportioning of IDOT verified mix designs may be allowed and must be approved by the Engineer. One field TSR test by the Contractor will be required to validate changes and to ensure values meet the following specification requirements:
 - a. N50, IL-19.0 mm Binder course, minimum of 40% passing the #4 sieve
 - b. N50, IL-19.0 mm Surface course, minimum of 40% passing the #8 sieve
2. Pneumatic tired roller is required on all lifts, all mixes, except surface courses.
3. Auger extensions are required on all lifts, all mixes.
4. Reverse augers must be installed properly.
5. Paving of the full roadway width shall be completed at the end of each day. Longitudinal joints shall be closed daily and within one truck load of HMA to prevent cold joints. Any violation shall require saw cutting edge back 3" to expose straight edge, shall be tack coated twice, and will be straight and uniform.
6. Mainline street paving shall not be interrupted by side street radius returns. Those will be addressed the following day, at the end of the working day, or a distinct separate operation.
7. HMA Surface Course asphalt along curb line shall be compacted such that the **finish asphalt surface is ¼" above the curb line.**
8. **IDOT QC/QA standards apply for all HMA pavement materials placed and all testing will be included in the contract and cost to perform this Work included in the Contract.**
9. Bump tests will be performed by the Contractor and be observed by Engineer on the Hot Mix Asphalt Surface Course Pavement after the vibratory roller has compacted the mix and in front of

the static roller. This will be performed to minimize any ‘bumps’ that may occur during the paving process. Contractor shall provide a laborer to perform the bump test on all roadways.

10. Paving ski as described in SSRBC 1102.03 shall be utilized on all roadways in excess of two lanes during installation of HMA.

PAVEMENT REMOVAL or HMA SURFACE REMOVAL of the depth and widths specified are intended to remove the existing HMA Surface to the minimum depths and widths specified while matching the existing cross slope from the edge of pavement or curb line to the centerline crown of the roadway or the cross slope that is designated on the proposed Typical Cross Sections within the Plan or as directed by the Engineer based on changing field conditions.

HOT MIX ASPHALT SURFACE COURSE, MIX “D”, N50 and HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50 of the depths specified, are intended to be placed on the designated streets at the locations and slopes specified by the Typical Sections and as directed by the Engineer.

<u>PAY ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>MIX TYPE</u>	<u>PERCENT AIR VOIDS @ Ndes</u>	<u>Lift Thickness</u>	<u>Unit Weight Lbs/SqYd/in</u>
HOT-MIX ASPHALT SURFACE COURSE, MIX “D”, N50	TON	IL 9.5 mm	4% @ 50 Gyr.	1 ½”	112
CLASS “D” PATCHES, (SPECIAL)	SQ YD	IL 19.0	4% @ 70 Gyr.	8”	112
HOT-MIX ASPHALT DRIVEWAY PATCHING (placed with HMA SURFACE COURSE, MIX “D”, N50)	TON	IL 9.5 mm	4% @ 50 Gyr.	3.0”	112
HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	IL-19.0	4% @ 50 Gyr	¾”	110

Notes:

1. The unit weight used to calculate **plan quantities** for all Hot-Mix Asphalt Surface Mixtures is **115 lbs/SqYd/in. Constructed/field** quantities will use the IDOT recommended unit weight listed above.
2. The unit weight used to calculate **plan quantities** for Hot-Mix Asphalt Binder is **120 lbs/SqYd/in. Constructed/field** quantities will use the IDOT recommended unit weight listed above.
3. Hot-Mix Asphalt Binder Course, IL-19, N50 to be used instead of Hot-Mix Asphalt Binder (Machine Method), N50 when the total resurfacing thickness is greater than or equal to 3-3/4” (w/ Mix “D”)

WATER MAIN

Description: This Work shall be furnished and installed in accordance with Division IV of the “Standard Specification for Water and Sewer Construction in Illinois”, the Owner’s Public Improvement Standards and the requirements of the Engineer.

This Pay Item includes the removal, replacement/installation and connection of ductile iron water main piping (sizes as listed in the Schedule of Prices) and appurtenances utilizing open cut methods including, saw-cutting and removal of existing HMA pavements and concrete curb and gutter where applicable, protection of existing utilities and other underground structures, trench excavation and stabilization, dewatering, furnishing and installing pipe, connecting to the existing water main pipe, fitting restraints, pipe bedding and cover to one (1) foot over top of the pipe, disinfection and testing, flushing and all other Work necessary for a complete and functioning WATER MAIN installation by open cut methods as shown

or specified. Work includes exploratory trenching, dewatering and/or potholing to uncover and verify location of existing underground utilities and structures.

At the Contractor's discretion, installation of water main utilizing trenchless methods may be submitted to the Engineer for review and approval. Approval shall be at no additional cost to the Contract.

Trench backfill and compaction will be paid for under the Pay Item for TRENCH BACKFILL for areas shown or otherwise beneath or within three (3) feet of existing or proposed pavements, curb and gutter, sidewalk, or other structural improvements.

Materials: Materials shall be in accordance with the applicable sections of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and the Details. Materials used as part of the work must conform with the material requirements as listed in WATER MAIN MATERIALS.

Construction Requirements: Perform Work in accordance with applicable sections of these Special Provisions and the SSWSMC. Contractor to adhere to Administrative Requirements - coordination and project conditions as identified in the Special Provisions. It is the Contractor's responsibility to verify that building service connection and municipal utility water main size, location, inverts, and services are as indicated in the Plans.

Pipe Preparation: Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs, remove scale and soil on inside and outside before assembly. Prepare pipe connection to equipment with flanges or unions.

Bedding: Excavate pipe trench as indicated on Plans and in accordance with SSWSMC. All Items requiring bedding in the Special Provisions shall adhere to the following requirements:

Prepare the base by compacting subgrade to density requirements for subsequent backfill materials. Cut out soft areas of subgrade not capable of compaction in place. Backfill with granular fill and compact to density equal to or greater than requirements for subsequent fill material. Scarify subgrade surface to a depth of six-inches (6") to identify soft spots, fill and compact to density equal to or greater than requirements for subsequent fill material.

Backfill areas to contours and elevations with unfrozen materials. No recycled materials will be permitted without prior written approval of the Engineer or Owner. This includes but is not limited to screenings and recycled crushed concrete. All CA material shall be crushed limestone or in accordance with the Details. Systematically backfill to allow maximum time for natural settlement. No backfilling will be allowed over porous, wet, frozen or spongy subgrade surfaces. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding four-inches (4") compacted depth; compact to ninety-five (95) percent Modified Proctor density in accordance with ASTM Specification D 1557. Backfill around sides and to top of pipe with cover fill, tamp in place and compact to ninety-five (95) percent Modified Proctor density in accordance with ASTM Specification D 1557. Maintain optimum moisture content of fill material to attain required compaction density.

Form and place concrete for pipe thrust restraints at any change of pipe direction. Place concrete to permit full access to pipe and pipe accessories. Provide thrust restraint bearing on subsoil.

Pipe Installation: Maintain separation of water main from sewer piping in accordance with Standard Specifications for Water Main and Sewer Construction in Illinois, Current Edition (SSWMSC). Install pipe to indicated elevation to within tolerance of five-tenths (0.5) feet. Pipe shall not be picked up or lifted by forks being inserted into the ends of the pipe. The Contractor shall be responsible for keeping the pipe clean during storage and installation. Route pipe in straight line. Bends at joints or deflection of the pipe will only be permitted as specified in the Contract Documents. Install access fittings to permit disinfection of water system per Owner's testing requirements. Establish elevations of buried piping to ensure not less than five and a half (5.5) feet of cover. Backfill trench as indicated on the Plans and in accordance with SSWSMC.

All costs associated with listed items in the Special Provision shall be included in the Contract Unit Price of 6-INCH WATER MAIN REMOVAL AND REPLACEMENT (R&R) of the sizes listed in the Schedule of Prices.

Provide polyethylene encasement for all ductile iron fittings and pipe conforming to AWWA C105, minimum 8-mil thickness.

Backfill: The Contractor shall not backfill over porous, wet, frozen, or spongy subgrade surfaces. Fill shall be placed in continuous layers and compacted. The placement method shall not disturb or damage other Work. Optimum moisture content of backfill materials shall be mandatory to attain required compaction density. The Contractor shall make gradual grade changes, blend slope into level areas, and remove surplus backfill materials from site. The fill material stockpile areas shall be free of excess fill materials and excess fill materials shall be cleaned up and disposed of. All backfill materials, placement, and compaction shall be in accordance with the TRENCH BACKFILL Special Provision. Geotextile fabric installation shall be in accordance with the requirements of SSRBC Section 210 as called for on the Plans.

Testing: The pressure test and chlorination will be performed in accordance with the PRESSURE TESTING AND CHLORINATION Special Provision.

Method of Measurement: Measurement for this Work will be per LINEAL FOOT basis. Trench excavation and backfill as well as pavement removal beyond the pay limits shown on the Drawings will be included in the Unit Price per Lineal Foot for WATER MAIN and no additional payment will be made.

Basis of Payment: The Work under this Pay Item will be paid for at the Contract Unit Price per LINEAL FOOT for WATER MAIN REMOVAL AND REPLACEMENT of the water main sizes listed in the Schedule of Prices.

WATER MAIN MATERIALS

Description: The Work consists of furnishing and installation of new water main and fittings. This includes saw-cutting and removal of existing HMA pavements and concrete curb and gutter, protection of existing utilities and other underground structures, trench excavation and stabilization, pipe fittings, installation of pipe fittings, pipe fitting restraint, pipe bedding and cover to one (1) foot over the top of the pipe fitting, trench backfill and compaction, disinfection and testing; and all other work necessary for a complete and functioning Water Main as shown or specified.

All water main fittings shall be mechanical joint ductile-iron fittings and provided with joint restraint. All fittings and water main appurtenances shall be assembled using stainless steel grade 304 nuts and bolts.

Work includes tree protection, root pruning, and tree tunneling as required to protect trees that are to remain.

Water main (Ductile Iron Pipe and Fittings) and all appurtenances must meet the following requirements:

Ductile Iron Pipe and Appurtenances:

1. Conforming to AWWA C151, Class 52.
2. Cement lined conforming to AWWA C104.
3. Joints: AWWA C111, rubber gasket with rods.
4. Fittings: Ductile iron, standard thickness, restrained mechanical joint.
5. Provide joint restraint at all fittings and throughout the lengths shown.
6. Polyethylene Encasement: All ductile iron pipe and fittings shall be provided with polyethylene encasement conforming to AWWA C105, minimum 8 mil thickness.
7. Brass Wedges: Brass wedges shall be installed at all main water joints to provide electrical conductivity.
8. Acceptable Manufacturers:
 - a. American Cast Iron Pipe Company – Birmingham, Alabama.
 - b. Clow Water Systems Corporation – Coshocton, Ohio.
 - c. Griffin Pipe Products Company – Downers Grove, Illinois
 - d. McWane Cast Iron Pipe Company – Birmingham, Alabama.
 - e. United States Pipe and Foundry Company – Birmingham, Alabama.

Mechanical Joint Restraints:

1. Multiple individually activated gripping surfaces built into a mechanical joint follower gland.
2. Utilize torque sensitive, “twist off nuts”.
3. Pressure rating 350 PSI in sizes through 16” and 250 PSI above 20”. A 2.0 safety factor shall be built in to the working pressure rating.
4. Acceptable Manufacturers:
 - a. Megalug, manufactured by EBAA Iron Sales, Inc. – Eastland, Texas.
 - b. Uni-flange by Ford Company

Push Joint Pipe:

1. Acceptable Manufacturers:
 - a. Field Lock 350 gasket as manufactured by United States Pipe and Foundry Company of Birmingham, Alabama.
 - b. Series 1390 Pipe Restraint as manufactured by Ford Meter Box CO., Inc of Wabash, Indiana.
 - c. Series 1700 Megalug as manufactured by EBAA Iron Sales, Inc. – Eastland, Texas.

Casing pipe and spacers: Carrier pipe shall be centered within a casing by use of model CCS stainless steel Casing Spacers as manufactured by Cascade Waterworks Mfg. of Yorkville, Illinois or prior approved equal. A minimum of two supports shall be used per pipe for lengths up to twelve and a half (12.5) feet, and a minimum of three supports shall be used for lengths greater than twelve and a half (12.5) feet, or per

manufacturer's recommendation. Casing pipe void shall be filled with sand, End Boots as manufactured by Cascade Waterworks Mfg. of Yorkville, Illinois (or approved equivalent) shall be installed.

Method of Measurement: Measurement for this Work shall be per EACH for WATER MAIN FITTING installed of the sizes and types listed in the Bid Schedule.

Basis of Payment: This Work will be paid for at the Contract Unit Price per EACH for WATER MAIN FITTING of the fitting sizes and types listed in the Bid Schedule.

Basis of Payment: This Work shall be included in the Unit Price of the associated utility Pay Item.

PRESSURE TESTING AND CHLORINATION

Pressure Testing: A two-hour pre-test must be made and passed by the Contractor before scheduling the pressure test with the Owner. Pressure testing of the main shall be completed in accordance with Standard Specifications for Water and Sewer Main Construction in Illinois (SSWSMC), Current Edition and AWWA C600 at the greater of either 150 psi or twice the operating pressure. The Contractor shall be responsible for providing all equipment, labor and materials required to complete pressure testing of the water main.

Disinfection: After Pressure Testing, the Contractor must flush and disinfect the water system in accordance with applicable Municipal Code(s).

The Contractor must notify the Engineer at least forty-eighty (48) hours in advance to arrange for appropriate pressure testing and water samplings. All water samples will be sent by the tester to a State of Illinois certified testing lab of the Owner's choice. Samples will be taken at twenty-four (24) and forty-eight (48) hour intervals after chlorination. All water main pressure testing and disinfection procedures shall be in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition. All testing and chlorination must be witnessed by an appropriate representative of the City of North Chicago. Contractor shall be responsible for providing all equipment, labor and materials required to complete disinfection of the water main.

Pressure Testing and Disinfection shall not be paid for separately but will be included in Unit Price of WATER MAIN of the water main sizes listed in the Schedule of Prices or the Unit Price of the Item being tested or disinfected. The Contractor shall be responsible for all costs associated with repeated testing attempts.

TEMPORARY CONSTRUCTION FENCE

Description: This Work shall consist of installation, maintenance, and removal of a 6-foot high post mounted chain link construction fence (with gates) as shown on the Plans to protect and secure the job site from the public. A dark green wind screen shall be installed and secured to the chain link fence.

Construction Requirements: Contractor shall install the temporary construction fence on posts embedded in the ground. The Contractor is responsible for the maintenance of fence and wind screen and shall relocate and re-install the fence system as needed during the duration of the Project. The fence shall be maintained until the site is stabilized with an adequate mat of vegetation.

Method of Measurement: TEMPORARY CONSTRUCTION FENCE will not be measured for payment, but this work shall be included in the LUMP SUM cost of MOBILIZATION

Basis of Payment: The installation, maintenance and removal of the temporary construction fence shall be included in the LUMP SUM cost of MOBILIZATION.

CLEARING AND GRUBBING

Description: This Work shall conform to the applicable portions of Section 201 of the Standard Specifications. The Work shall consist of the clearing, **all size stump removals**, all size tree removal, disposal of debris, protection of existing plant materials, repair or replacement of damaged plant material as necessary for the construction of the Project as shown on the Plans.

Method of Measurement and Basis of Payment: This Work will be completed on a LUMP SUM basis for clearing, **all size stump removals**, all size tree removal, disposal of debris, protection of existing plant materials, repair or replacement of damaged plant material as necessary and paid for at the Lump Sum price for CLEARING AND GRUBBING. This price shall include all equipment, materials, labor, disposal costs, and incidentals to complete the Work.

EARTH EXCAVATION

Description: This Work shall conform to the applicable portions of Section 202 of the Standard Specifications. The Work shall consist of the excavation, removal, and disposal **(or potentially stock piling of suitable fill material at a location in the City as directed by the Owner)** of all excavated earth material as necessary for the construction of the detention basin as shown on the Plans. This Work does not include excavation for structures nor the excavation for utility installation including water main or storm sewer.

Method of Measurement and Basis of Payment: This Work will be completed on a LUMP SUM basis for constructing the Project to the lines, grades, or dimensions shown on the Plans and paid for at the LUMP SUM price for EARTH EXCAVATION. This price shall include all equipment, materials, labor, disposal costs, and incidentals to complete the Work.

BORROW AND FURNISHED EXCAVATION

Description: This Work shall conform to the applicable portions of Section 204 and 205 of the Standard Specifications. The Work shall consist of the excavation, transportation, grading, and compaction of suitable earth material as necessary for the construction of the detention basin and embankment to the lines, grades or dimensions as shown on the Plans.

Method of Measurement and Basis of Payment: This Work will be completed on a LUMP SUM basis for constructing the Project to the lines, grades or dimensions shown on the Plans and paid for at the LUMP SUM price for BORROW AND FURNISHED EXCAVATION. This price shall include all equipment, materials, labor, disposal costs, and incidentals to complete the Work.

TRENCH BACKFILL

Description: This Work shall consist of furnishing aggregate for backfilling all trenches made in subgrade of the proposed improvement, and all trenches where the inner edge of the trench is within three feet of the proposed or existing edge of pavement, curb, gutter, curb and gutter, stabilized shoulder, driveway, sidewalk, or other structural improvement. The provisions of Section 208 of the "Standard Specifications for Road and Bridge Construction" shall be modified such that the material used for trench backfill shall be CA-6 coarse aggregate. The trench backfill shall be compacted only by Method 1, as defined in Article 550.07 of the Standard Specifications, which states the material shall be deposited in uniform lifts not

exceeding 12 inches in depth (loose measure), and each lift shall be compacted by ramming or tamping with tools approved by the Engineer. Jetting of the trench will not be acceptable without prior written approval from the Owner or their Public Works Department. All material and placement shall be in accordance with IDOT Policy Memorandum 11-08.4.

This Work also includes the disposal of surplus excavated material which is replaced by trench backfill. Such disposal shall be made according to Article 202.03 of the Standard Specifications.

Materials: Trench Backfill material shall be in accordance with the applicable portions of Section 208 of the Standard Specifications and the Owner's Utility Trench Details and Trench Backfill Details. All bedding and haunching is included in the unit price for the utility being installed and will not be measured as Trench Backfill.

All materials shall be in accordance with Sections 208 and 1003 of the "Standard Specifications for Road and Bridge Construction" and shall be approved by the Engineer prior to placement. Furnished TRENCH BACKFILL material shall be produced from an IDOT-approved site. All material must be of sound durable aggregate and completely free of all deleterious material, such as wood, wood chips, brush, plastic, etc.

Removal of TRENCH BACKFILL prior to PATCHES of the type and thickness specified, or reconstruction of the roadway, shall be considered as included in this Pay Item, and not be measured for payment.

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

Construction Requirements: Construction shall be in accordance with the applicable portions of Section 208 of the Standard Specifications and the Owner's Utility Trench and Trench Backfill details. Trench backfill must be compacted as follows:

1. General:
 - a. Select the material and equipment required to attain the required density. Obtain approval for proposed methods of compaction. Should the methods of compaction prove unsatisfactory, take remedial measures and obtain approval for the required changes.
 - b. Control soil compaction during construction for compliance with density specified for each area classification. No segregation of large or fine particles permitted.
 - c. Compacting of materials by jetting is permitted upon approval by Engineer.
2. Compaction Equipment: Provide compaction equipment of suitable size and number, and in satisfactory working condition to complete the Work.
3. Percentage Maximum Density Requirements: Provide not less than the following density of the same soil material compacted at optimum moisture content, for the actual density of each layer of soil material-in-place.
4. Site work:
 - a. Under Paved Areas, Sidewalks and Piping:
 - I. Compaction Density for Cohesive Soils: 95% per ASTM D698.

- II. Compaction Density for Cohesionless Soils: 75% relative density per ASTM D4253 and D4254.
- b. Under Unpaved Areas:
 - I. Compaction Density for Cohesive Soils: 90% per ASTM D698.
 - II. Compaction Density for Cohesionless Soils: 60% relative density per ASTM D4253 and D4254.
- c. Specific Areas:
 - I. Trenches Under and Adjacent to Pavement (within three feet): Compact each layer of backfill material to 95% Modified Proctor Density in accordance with ASTM D1557 or AASHTO T180.
 - II. Trenches in Open Areas (Agricultural): Compact each layer of material to 90% Modified Proctor Density in accordance with ASTM D1557 or AASHTO T180.
 - III. Lawn and Plant Areas: Compact to 4" of subgrade and each layer of backfill or fill material to minimum 90% Modified Proctor Density in accordance with ASTM D1557 or AASHTO T180.
 - IV. If open-graded gravel fill is utilized for which field density tests cannot be performed, the material shall be compacted until firm and dense. As a minimum, roll with 8-ton vibratory roller at least 2 passes in both directions.
- 5. Moisture Content:
 - a. On and off-site borrow should be placed when within 2% of optimum moisture content based on ASTM D1557 or AASHTO T180.
 - b. All aggregate shall be placed with a moisture content according to the Standard Specifications for Road and Bridge Construction in Illinois.

Method of Measurement: Trench Backfill shall be furnished for backfilling to the full width of the trench. It will be measured in CUBIC YARDS in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of the trench permitted by the Owner's Trench Backfill Detail and the actual depth of the completed trench backfill from the bottom of the pavement section to one foot above the crown of the pipe. Material coming from an un-approved source shall not be paid for and shall be removed from the project site at the Contractor's expense.

Basis of Payment: This Work will be paid for at the Contract Unit Price per CUBIC YARD for TRENCH BACKFILL.

DEWATERING (SPECIAL)

Description: This Work shall consist of the removal of surface water, ground water, and storm water runoff as necessary to perform construction required by the Contract and in accordance with the Plans and Specifications. Contractor shall include constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions. Contractor shall include furnishing, installing and operating all necessary pumps, piping, and other facilities and equipment. Contractor shall also include removing all temporary works and equipment after their intended function is no longer required.

Construction Requirements: Contractor shall follow Lake County WDO requirements for dewatering and all pumped water must be filtered before entering the City storm sewer system.

Method of Measurement: This Work will be completed as a LUMP SUM PRICE for DEWATERING (SPECIAL). The Engineer shall measure the Work by estimating the percentage of Work completed.

Basis of Payment: This Work will be paid on a LUMP SUM PRICE for DEWATERING (SPECIAL). This price shall include all equipment, materials, labor, services, and incidentals required to complete the Work.

TOPSOIL FURNISH AND PLACE (6-INCH)

Description: This Work shall conform to the applicable portions of Section 211 of the Standard Specifications. The Work shall consist of the furnishing, excavating, placing and grading topsoil as necessary for the construction of the project to the lines, grades or dimensions as shown on the Plans.

It has been assumed that the Contractor will be importing all topsoil for this project from an IDOT approved source. However, the Contractor may sample and test existing on-site material for reuse as topsoil. If material meets IDOT specifications for topsoil and is approved by the Engineer, then the Contractor may stockpile and re-spread the material. No additional compensation will be provided for topsoil stripping, stockpiling, or testing. This Work shall be included in the SQUARE YARD price.

Method of Measurement and Basis of Payment: This Work will be measured for payment in place at the thickness specified and the area computed in SQUARE YARDS and paid for as TOPSOIL FURNISH AND PLACE TOPSOIL (6-INCH) for furnishing, placing, and grading topsoil to the lines, grades, or dimensions as shown on the Plans. The Work shall include all equipment, materials, labor, material testing, and incidentals to complete the Work.

SEEDING

Description: This Work shall consist of preparing the seed bed and placing the seed (**Class and Type as Specified on the plans**) and other materials required in seeding operations in the parkway, around the basin and side slopes, and basin bottom.

This Work shall be done in accordance with Articles 250 of the Standard Specifications.

Areas disturbed and restored beyond what is shown on the Plans will not be measured for payment.

If existing soil in the ROW is to be used as topsoil, the existing vegetation is to be removed, and the exposed ground shall be rototilled to a minimum depth of 6-inches. This Work shall be included in the cost of SEEDING, type specified.

Method of Measurement: Seeding, class, and type as specified shall be measured for payment in place, in SQUARE YARDS, as per Article 211.07. For SEEDING, CLASS AND TYPE AS SPECIFIED to be acceptable for complete and final payment, the grass/plantings shall be growing in place with the roots established in the underlying soil for a **minimum of thirty (30) days in a live, lush, and healthy condition determined by the Engineer**. Planting times shall not deviate from the dates specified in Article 250 unless pre-approved by the Engineer and the Owner.

Basis of Payment: This Work shall be paid for at the Contract Unit Price for SEEDING CLASS 1A, INTERIOR SEED MIXTURE, BASIN BOTTOM SEED MIXTURE, FERTILIZER, and AGRICULTURAL GROUND LIMESTONE. **Only fifty (50) percent payment of these Items will be made until a minimum of thirty (30) days in a live, lush, and healthy condition determined by the Engineer has been achieved.**

TREES

Description: This Work shall consist of furnishing, transporting, and installing TREES as shown and specified on the Plans. The Work shall also include mulching, bracing, wrapping, watering and weeding. Contractor shall warranty all trees for a period of one (1) year after the date of final completion. If trees become diseased or die, they shall be replaced with new trees as specified by the Owner. The new trees shall also have a one (1) year full replacement warranty.

This Work shall be done in accordance with Article 253 of the Standard Specifications.

Method of Measurement: This Work shall be measured in place per EACH for payment after the period of establishment.

Basis of Payment: This Work shall be paid for at the Contract Unit Price per EACH for TREES and shall include all labor, material, equipment, and incidentals required to install the trees as shown and specified.

SUPPLEMENTAL WATERING

Description: This Work shall consist of furnishing, operating and removing a temporary irrigation system throughout the project limits that waters the seeded areas to establish a live lush bed of plantings as described in the specifications and as directed by the Engineer. This work also includes watering the planted trees.

Construction Requirements: The contractor shall furnish/install/operate a temporary irrigation system capable of applying two (2) gallons of water per square yard to the newly planted seed beds. The irrigation system shall be connected to City fire hydrants for a water source. The contractor shall obtain a water meter from the Public Works Department so the water usage is metered, however there will be **no charge for the water**.

Sprinkler heads or spray nozzle that does not damage the seeding or adjacent small plants must be used when watering all vegetation. Water shall slowly infiltrate into the soil and completely soak the root zone. The rate distribution of the water shall be such to prevent movement of soil by suspension or erosion under the erosion control blanket or onto non vegetated surfaces, such as but not limited to, sidewalks, roads, or other traveled ways. If large amounts of newly installed topsoil are washed away during supplemental watering, the restoration of these areas will be performed by the Contractor promptly and shall restore the area to the requirements of the specifications. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to perform supplemental watering, the Contractor must begin the watering operation within forty-eight (48) hours of notice. It is expected that the prepared seed beds will be supplementally **watered three (3) times per week in the first month after planting and two (2) times per week in the second month after planting**. The Contractor shall give an approximate time window of twenty-four (24) hours of when they will begin the Work. The Engineer shall be present during the watering operation.

Supplemental watering shall be applied at two (2) gallons per SQUARE YARD. The Engineer will adjust these rates as needed depending on weather conditions.

Once an adequate bed of plantings is established, the irrigation system shall be removed.

Method of Measurement: This Work will be paid for at the Lump Sum price for SUPPLEMENTAL WATERING.

Basis of Payment: The Work will be estimated by the Engineer for the percentage completed and growth of the plantings. This work shall include all labor, materials, equipment and incidentals required to install and operate a temporary irrigation system that adequately applies two (2) gallons of water per square yard as specified above. The work shall also include the removal of the temporary irrigation system after two (2) months of watering.

SELECTIVE MOWING STAKES WITH SIGN

Description: This Work shall consist of furnishing and installing SELECTIVE MOWING STAKES WITH SIGN to delineate areas to be seeded with prairie plantings and Class IA Salt Tolerant Seed mixtures. This Work shall be completed in accordance with Article 250 and placement of the stakes shall be approved by the Engineer.

Materials: Materials shall be in accordance with the applicable portions of Article 250 , Article 1006 and Article 1090 of the Standard Specifications and as shown on the Plans. Signposts shall be galvanized steel u-channel and the sign shall be sheet aluminum. Contractor shall submit a shop drawing or catalog cut for review and approval prior to installation.

Construction Requirements: This Work shall be done in accordance with the applicable portions of Articles 250, 1006 and 1090 of the Standard Specifications and in accordance with the Plans.

Method of Measurement: This Work is to be measured for payment as per EACH item installed.

Basis of Payment: This Work will be paid for at the Contract Unit Price per EACH for SELECTIVE MOWING STAKES WITH SIGN.

CONSTRUCTION ENTRANCE

Description: This Item shall consist of the excavation to a depth of eighteen (18) inches below the finished line and grade for the placement of filter fabric and eighteen (18) inches of CA-1 crushed limestone for the construction of a CONSTRUCTION ENTRANCE. This work shall include all labor, material, disposal, equipment and incidentals necessary to furnish and construct a CONSTRUCTION ENTRANCE as specified or as shown on the plans.

Method of Measurement: This Work shall be measured in place for each item installed.

Basis of Payment: Payment for this Item shall be at the contract LUMP SUM price and will include all labor, materials, equipment as well as incidentals (disposal of spoils, fabric, etc.) for the excavation and construction of a CONSTRUCTION ENTRANCE.

TURF BLOCK DRIVEWAY INSTALLATION

Description: This Work shall consist of furnishing all material, equipment, labor, and incidentals necessary to construct a TURF BLOCK DRIVEWAY at the locations, lines, and grades as shown on the Plans and specified. This Work includes excavation, disposal of spoils, installation of filter fabric and aggregate base

course, compaction, installation of the brick pavers, installation and backfill with topsoil, fertilizer, and seed.

Contractor shall use a 3-inch thick or greater concrete Turf-Block or approved equal. The color shall be selected by the City. Contractor shall supply samples along with a catalog cut and the block (brick) which shall meet Article 1041 (Class SX, Type 1 according to ASTM C-902) of the IDOT Standard Specifications.

Method of Measurement: This Work shall be measured for payment in place and the area computed in SQUARE YARDS.

Basis of Payment: This Work shall be paid for at the Contract Unit Price per SQUARE YARD for TURF BLOCK DRIVEWAY and shall include all labor, material, equipment and other incidentals required to complete the Work as shown and specified.

DETENTION POND EROSION CONTROL (SPECIAL)

Description: This Work shall consist of the furnishing, installation, maintenance, and removal of perimeter erosion barrier (silt fence) as shown on the Plans; installation, maintenance and removal of the construction entrance and perforated riser pipe, MAINTENANCE OF ROADWAYS (street sweeping), completion of DECI inspections as required by permit, the installation and maintenance of erosion control as requested by the Enforcement Officer, Engineer, or other Governing Agency. All Work shall be performed in accordance with the Lake County Watershed Development Ordinance, Article 280 of the Standard Specification, and these Provisions.

Materials: Perimeter Erosion Barrier shall be in accordance with the Standard Specifications, Details and governing agency Specifications. The barrier may be silt fence or wood excelsior logs conforming with the Standard Specifications.

Construction Requirements: Perimeter Erosion Barrier, construction entrance, and inlet baskets shall be in place prior to the commencement of any Work and shall be installed in accordance with the Standard Specifications and Details. The perimeter erosion barrier (including around potential stockpiles), maintenance of adjacent roadways, the construction entrance shall be maintained as needed or as directed by the Engineer. Installation, maintenance, removal of the temporary perforated riser pipe and site restoration shall be included in this Work.

Once the site is stabilized, all erosion control measures and INLET FILTERS can be removed. This removal shall be included in the Unit Prices of DETENTION POND EROSION CONTROL (SPECIAL) and INLET FILTERS.

Method of Measurement and Basis of Payment: This Work will be paid for at the LUMP SUM price for all labor, materials, equipment, and services required to complete the Work as described. The Work shall be estimated by the Engineer for the percentage completed of the total Work and paid for as DETENTION POND EROSION CONTROL (SPECIAL).

RR5, RIPRAP

Description: This Item shall consist of the excavation to a depth of one foot below the finished line and grade for the placement of bedding material, filter fabric, and STONE RIPRAP CLASS RR5 which will include all labor, material, and equipment necessary to furnish and place STONE RIPRAP CLASS RR5 as specified or as directed by the Engineer in accordance with section 281. STONE RIPRAP CLASS RR5 material shall be approved by the Engineer prior to its placement.

Method of Measurement: This Item shall be measured in place per Square Yard for RR5 RIPRAP installed.

Basis of Payment: Payment for this Item shall be for SQUARE YARDS for RR5 RIPRAP installed and will include all labor, materials, equipment as well as incidentals (disposal of spoils, fabric, etc.) for the excavation and placement of RR5 RIPRAP.

AGGREGATE BASE REPAIR

Description: This Work shall consist of repairing all failures (potholes, voids, deep depressions, undercuts, or ruts) and fill for excavations occurring in the existing roadway or median to be used as the base to the depth of at most 12" as directed by the Engineer.

Construction Requirements: Failures shall be repaired by scarifying, removing and disposing of all material, and reshaping. If additional material is needed to bring the surface to the required cross section, CA-6 aggregate shall be used. The repaired areas shall then be compacted thoroughly by means of a pneumatic-tired roller or a hand tamper as directed by the Engineer. If the moisture content of the aggregate is such that compaction satisfactory to the Engineer cannot be obtained, water shall be added.

Method of Measurement: This Work will be measured for payment in place per TON.

Basis of Payment: This Work will be paid for at the Contract Unit Price per TON for AGGREGATE BASE REPAIR.

BITUMINOUS MATERIALS – TRACKLESS TACK COAT

The placement of the BITUMINOUS MATERIALS –TRACKLESS TACK COAT shall follow the applicable portions of Section 406 and 1032 of the Standard Specifications for Road and Bridge Construction, as amended below and/or directed by the Engineer. This Work shall include all labor, materials, and equipment necessary to place a BITUMINOUS MATERIALS – TRACKLESS TACK COAT as shown in the Plans in accordance with the Specifications.

The purpose of the TRACKLESS TACK COAT is to reduce complaints and damage done by the tracking of traditional tack/prime on vehicles, driveways, and other road-adjacent implements. The bituminous material for the tack coat shall be placed one lane at a time. The application lane shall remain closed until the prime coat is fully cured and does not pick up under traffic.

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

"Note 1. The bituminous material used for tack or prime coat (or Engineer-approved equivalent) shall be one of the types:

1. Tack Coat on Brick, Concrete, or HMA Bases: SS-1vh
2. Prime Coat on Aggregate Bases: MC-30, PEP

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

The application surface shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, vacuum sweeping may be used to

accomplish the dust removal. The base shall be **free of standing water** at the time of application. The tack coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified.

Twenty-four hours prior to placing TACK COAT, FRESH OIL signs shall be installed in advance of the area and at the adjacent streets or parking lots and NO PARKING signs shall be placed throughout the area where TACK COAT is to be placed. The NO PARKING signs shall be placed on Type 1 barricades. Signs shall not be placed on parkway trees. These signs shall be maintained until the tack coat is adequately cured. The cost of this Work shall be included in TRAFFIC CONTROL AND PROTECTION.

Method of Measurement and Basis of Payment: This Item will be paid for at the Contract Unit Price per POUND of residual asphalt applied for TRACKLESS TACK COAT.

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

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

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

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

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 Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	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		≤ 3.0							
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 $N_{design} = 90$.

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 four (4.0) percent, for IL-4.75 and SMA mixtures it shall be three and a half (3.5) percent and for Stabilized Subbase it shall be three (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/}				17.0 ^{3/} /16.0 ^{4/}	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3% 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 two (2.0) percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of one and a half (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 , 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/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

“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 feet (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.”

ASPHALT DRIVEWAY PATCHING

Description of Work: The Work under this Pay Item includes the removal and replacement of various HMA driveways which are directed to be removed by the Engineer or as indicated in the Plans. All Work shall be done in accordance with the City of North Chicago Driveways Detail. The area to be paved shall be fine

graded to provide for the construction of a two-inch (2") bituminous surface. All Work to prepare the existing aggregate base, or regrading or removing of aggregate shall be included in this Pay Item.

Method of Measurement: ASPHALT DRIVEWAY PATCHING shall be measured for payment in place and the area computed in SQUARE YARDS.

Basis of Payment: The Work under this Pay Item will be paid for at the Contract Unit Price per SQUARE YARD for ASPHALT DRIVEWAY PATCHING which price shall include all labor, materials, equipment and incidentals to completed the work as specified herein.

HOT-MIX ASPHALT SURFACE REMOVAL, 2-INCH

Description of Work: This Work shall consist of removing existing bituminous materials from the pavement on the designated areas as shown on the typical sections contained herein, in accordance with Article 440 of the Standard Specifications.

HOT-MIX ASPHALT SURFACE REMOVAL, of the depth specified, is intended to remove the existing HMA Surface to the minimum depth specified while matching the existing cross slope from the edge of pavement or curb line to the centerline crown of the roadway or the cross slope that is designated on the proposed Typical Cross Sections within the Plan or as directed by the Engineer based on changing field conditions.

Pavement cores are provided for the Contractor's reference. The existing cross slopes may vary from lane to lane and from one lane to the opposing lane.

Disposal of Materials: All material resulting from the Hot-Mix Asphalt Surface Removal operations shall be disposed of, at the Contractor's expense, outside the limits of the job at locations acceptable to the Engineer and in accordance with Article 107.01 of the "Standard Specifications for Road and Bridge Construction" as amended by Public Act 90-761.

Construction Requirements: The Contractor shall remove the existing bituminous materials to the limits shown on the Plans or as directed by the Engineer. Care shall be taken not to damage the curb and gutter or the drive approaches. Curb and gutter and drive approaches damaged by the removal operations that are not scheduled for replacement shall be removed and replaced to the satisfaction of the Engineer by the Contractor at his/her expense.

The Contractor shall, at the time of the removal/milling operations, have equipment on the job capable of removing any debris left behind by the milling machine. Failure to remove debris left by the milling machine to the satisfaction of the Engineer will result in a deduction of \$100 per hour from the bituminous removal item in the Contract. The deduction shall start from the onset of the milling operation and continue until appropriate equipment arrives on the jobsite and debris removal begins.

Butt joints shall **NOT** be ground more than 48 hours prior to paving and shall be ramped according to the BUTT JOINTS (BDE) Special Provision until the paving operations begin. Butt joints and butt joint ramps will be considered included in the associated Work and will not be paid for separately.

Scheduling: The Contractor shall coordinate the milling and paving operations such that the portion of the street that has been milled will be paved with binder within 5 days of milling operations. Failure to do so shall result in liquidated damages. Should the Contractor fail to pave within the allotted time, and the

pavement requires additional Class "D" Patching as a result, the Contractor shall be responsible for the additional patching. All costs associated with this additional patching shall be incurred by the Contractor.

The Contractor will be required to resurface milled surfaces within 5 calendar days of SURFACE REMOVAL; failure to do so will result in a charge of \$1,000 per each calendar day per street over the above specified time, these charges will be deducted from the payments to the Contractor.

Method of Measurement: HOT-MIX ASPHALT SURFACE REMOVAL, of the depth specified, will be measured in SQUARE YARDS. This will be measured only once regardless of the number of passes needed to remove the bituminous materials.

Basis of Payment: This Work will be paid for at the Contract Unit Price per SQUARE YARD, of the depth specified, for HOT-MIX ASPHALT SURFACE REMOVAL, of the depth specified. This will be paid for only once, regardless of the number of passes needed to remove the bituminous materials. Removal of bituminous materials for Butt Joints will **NOT** be paid for separately but will be included in the measurement of this Pay Item. No additional compensation will be made for the milling of concrete base if required.

COMBINATION CONCRETE CURB AND GUTTER REMOVAL

Description: This Work shall consist of the removal of the existing combination curb and gutter or barrier curb at the locations as directed by the Engineer or shown on the Plans. This Item includes all equipment, labor, disposal costs for this Item. No additional compensation will be allowed because of variations from the assumed thickness or reinforcement shown on the plans or for variations in the amount of reinforcement. If the gutter of the curb and gutter to be removed has been previously paved over, the removal of this HMA pavement shall be included in the cost of this Pay Item.

Materials: Materials shall be in accordance with Section 440 of the Standard Specifications.

Equipment: Equipment shall be in accordance with Section 440 of the Standard Specifications.

Construction Requirements: This Work shall be done in accordance with the Special Provisions, Details, and the applicable portions of Section 440 of the Standard Specifications. In areas where the engineer has directed the use of a curb machine, all trimming, excavation, and disposal of excess materials to allow for the use of the curb machine will be included in COMBINATION CONCRETE CURB AND GUTTER REMOVAL.

Any curb and gutter or barrier curb damaged by the Contractor's operations beyond the limits as directed for removal shall be replaced at the Contractor's expense. This Work includes full depth vertical saw cuts at the limits of the curb and gutter removal and the face of the removal. The saw cuts are included in the price of this Work. Curb and gutter shall not be broken off and any curb and gutter that is broken shall be saw cut back to a smooth surface.

Method of Measurement and Basis of Payment: this Item will be measured for payment in LINEAL FEET of removed curb or curb and gutter paid for at the Contract Unit Price for COMBINATION CONCRETE CURB AND GUTTER REMOVAL.

SIDEWALK REMOVAL

Description: This Work shall consist of all equipment, labor, and materials for the complete Sidewalk Removal, including disposal of all removed materials. This Item will include all sidewalk materials at the

locations as shown on the plan or directed by the Engineer scheduled for removal in accordance with Article 440 of the Standard Specifications.

It shall be the responsibility of the Contractor to determine the thickness of the existing sidewalk, curb and gutter or other appurtenance to be removed, and the extent to which it is reinforced and whether it was poured monolithically with the adjacent curb and gutter or pavement. No additional compensation will be allowed because of variations from the assumed thickness shown on the plans or for variations in the amount of reinforcement.

The removal shall include full depth, perpendicular, straight joint saw cut at the limits of the removal shall be included in the Work. Should the Contractor deface any edge, a new sawed joint shall be provided and any additional Work, including removal and replacement, shall be done at the Contractor's expense.

Method of Measurement: This Work will be measured by the sidewalk removed per SQUARE FOOT.

Basis of Payment: This Work will be paid for at the Contract Unit Price per SQUARE FOOT for SIDEWALK REMOVAL.

DRIVEWAY REMOVAL

Description: This Work shall consist of all labor, equipment, and materials for the full depth removal and disposal of hot mix asphalt (HMA), gravel, or concrete driveways as directed to be removed by the Engineer, or as indicated on the Plans.

Driveways shall be sawcut prior to removal and temporary access provided after the removal. Removed material shall be disposed of outside the limits of the job at locations acceptable to the Engineer in accordance with Article 107.01 of the "Standard Specifications for Road and Bridge Construction" as amended by Public Act 90-761.

Method of Measurement and Basis of Payment: This Work will be measured for payment in place and area computed in SQUARE YARDS and paid for at the Contract Unit Price for DRIVEWAY REMOVAL.

PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL, 4"

Description of Work: This Work shall consist of the construction of PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL, 4" on a prepared sub-grade in accordance with the attached City of North Chicago Sidewalk Detail and the appropriate articles of Section 424 of the Standard Specifications. Handicap ramps must be constructed in strict conformance with the attached City of North Chicago Accessible Ramps Detail. Failure to do so will result in the Contractor paying for its removal and replacement. It shall be the Contractor's responsibility to notify the Owner if a specific location cannot be constructed as specified.

Sub-grade Preparation: After the existing sidewalk has been removed, the sub-grade shall be brought to the proper grade as approved by the Engineer by either excavation of additional material or the addition of an approved sub-grade material. In some locations where no sidewalk exists, removal of sod, dirt, and other materials necessary to place new sidewalk shall be considered as part of the subgrade preparation. Any tree roots or other obstructions shall be removed to a depth of two (2) inches below the proposed sub-grade. Tree roots that need to be removed, as determined by the Engineer, shall be removed only after the tree root has been saw cut at both ends. The sub-grade shall be rolled and tamped until thoroughly compacted. All soft or muddy areas shall be removed and replaced with approved sub-grade material.

All material resulting from the Sub-grade Preparation operations shall be disposed of at the Contractor's expense outside the limits of the job at locations acceptable to the Engineer. In accordance with Article 107.01 of the Standard Specifications as amended by Public Act 90-761. Every sidewalk gap shall be adequately marked with a Type II barricade at each end after the sidewalk has been removed.

No additional compensation will be allowed for any additional excavation below the sidewalk being removed whether it is due to the Contractor's operations, requirements of the Contract Documents, Engineer, nor for any material required to bring the sub-base to the proper grade.

Any bituminous or P.C.C. driveways which break up due to Contractor's negligence during sidewalk removal shall have their entire width saw cut laterally and replaced in kind at the Contractor's expense.

At locations where the sidewalk is constructed at driveways/entrances, the sidewalk shall be poured to the thickness of six (6) inches as determined by the Engineer, based on the usage requirements of the driveway. If the existing approach is thicker than eight (8) inches, the new sidewalk is to be poured at the same thickness. This Work shall be included in the cost of the PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL, 4" and no additional compensation will be allowed.

Side forms shall be of good quality lumber of not less than (2"x6") two (2) inch nominal thickness or of steel of equal rigidity. They shall be held securely in place by stakes or braces. Under normal circumstances, the top of the forms shall be the top of the poured concrete. Exceptions to this shall be brought to the attention of the Engineer for his/her approval prior to the time of the concrete pour. Forms for the sidewalk aprons shall be set so that the slab will have a uniform fall between the sidewalk proper and the curb grade. The Contractor will be required to string line the proposed sidewalk forms so the Engineer can verify that there will be the required thickness and slopes. If required by the Engineer, the Contractor may need to reset the string line for any adjustments deemed necessary for the proper grading and slopes of the new sidewalk. This will need to be completed, but no additional compensation will be given. This will be considered included in the Contract Unit Price for PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL, 4".

Placing and Finishing: Placing and finishing of the concrete shall be done in accordance with Article 424.06 of the Standard Specifications. Handicap access ramps shall be installed at intersections as directed by the Engineer. The finish of the concrete on access ramps shall be as shown on IDOT Standards 424001-09, 424006-02, 424011-03, 424021-03, and 424026-01 contained herein. No additional compensation shall be allowed for this work.

Expansion Joints: Expansion joints of the thickness specified below shall consist of preformed joint filler. The top of the joint shall be placed one-quarter ($\frac{1}{4}$) inch below the surface of the sidewalk and extend down to the bottom of the concrete regardless of depth.

1. One-half ($\frac{1}{2}$) inch thick expansion joint filler shall be placed between the sidewalk and all structures such as light standards, traffic light standards, traffic poles and telephone or power poles, which extend through the sidewalk. Water valves shall be boxed in (1' O" square) with one-half ($\frac{1}{2}$) inch expansion joint filler.
2. Three-quarter ($\frac{3}{4}$) inch thick expansion joint filler shall be placed as follows:
 - a. Where the length of the new sidewalk is fifteen (15) feet or less, one (1) piece of expansion joint filler at either end shall be required.

- b. Where the length of the new sidewalk is greater than fifteen (15) feet, one (1) piece of expansion joint filler at both ends shall be required.
3. Three-quarter (¾) inch wide preformed expansion joint filler shall be placed where the length of a new sidewalk abuts concrete driveways, drive approaches, carriage walks, courtesy walks, retaining walls, foundation walls or curb.
4. All locations where expansion joints are to be placed against existing concrete, the existing concrete shall be neatly saw cut so that the expansion joint filler will lay flush against the existing concrete. Care shall be taken when placing the concrete so that no concrete, stones, or other debris is allowed between the existing concrete and the expansion joint filler.

Curing and Protection: Curing and protection shall be in accordance with the appropriate Articles of Section 1020.13 of the Standard Specifications as amended herein. A **WHITE PIGMENTED** curing compound shall be applied to the finished surface of the placed concrete once it is set. If Winter Protection is required, the Contractor shall follow IDOT guidelines as outlined in Article 1020.13 of the SSRBC. This Work shall be included in the cost of the Pay Item and no additional compensation shall be awarded.

Method of Measurement: PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL, 4" will be measured in place and computed in SQUARE FEET. If side curbs or curb ramps are required as per the IDOT Standards 424001-09, 424006-02, 424011-03, 424021-03, and 424026-01 the side curbs or curb ramps will not be measured for additional payment. If side curbs exceed the adjacent curb height, the additional height required will be measured separately and paid for under CONCRETE RETAINING WALL. Excavation, preparation of sub-grade including tree root grinding or cutting, sub-grade materials, saw cutting, expansion joints and curing will not be measured for payment. No additional measurements will be made for over-excavation for forms nor extra depth to allow for placement of new sidewalk.

Basis of Payment: This Work will be paid for at the Contract Unit Price per Square Foot for PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL, 4", including side curbs or curb ramps, which price shall include all labor and materials necessary to complete the Work as described herein. Where there was no existing sidewalk, but removal of sod, dirt or other materials is necessary for placement of the new sidewalk, removal and disposal shall **NOT** be paid for separately, but shall be included in the cost of the Work being performed.

CONCRETE DRIVEWAY (SPECIAL)

Description of Work: The Work under this Pay Item includes the removal and replacement of various concrete driveways which are directed to be removed by the Engineer, or as indicated in the Plans. All Work shall be done in accordance with the City of North Chicago Driveways Detail, as well as the appropriate articles of Sections 423 and 424 of the "Standard Specifications of Road and Bridge Construction."

The area to be paved shall be fine graded to provide for the construction of a six-inch (6") Portland Cement Concrete surface. All Work to prepare the existing aggregate base or regrading or removing of aggregate shall be included in this Pay Item.

Curing and Protection: Curing and protection shall be in accordance with Article 1020.13 of the Standard Specifications as amended herein. A **white pigmented** curing compound shall be applied to the finished surface of the placed concrete once it is set.

Method of Measurement: CONCRETE DRIVEWAY (SPECIAL) shall be measured for payment in place and the area computed in SQUARE YARDS. Existing driveway approaches no matter the material slated for removal will not be measured for payment and the cost shall be included in this Item.

Basis of Payment: The Work under this Pay Item will be paid for at the Contract Unit Price per SQUARE YARD for CONCRETE DRIVEWAY (SPECIAL).

DETECTABLE WARNINGS (SPECIAL)

Description: This Work shall be done in accordance with the appropriate articles of Section 424 of the Standard Specifications.

The Detectable Warning shall be constructed as per the most recent IDOT Standards and 'YELLOW' color. The detectable warning shall be installed at the locations designated on the Plans or as directed by the Engineer and installed per the manufacturer's recommendation. The detectable warning tile shall comply with State of Illinois ADA requirements for handicap accessible sidewalk as well as the Accessible Ramps Detail attached herein.

Method of Measurement and Basis of Payment: This Work will be measured for payment in place and the area computed in SQUARE FEET and paid for at the Contract Unit Price per SQUARE FOOT for DETECTABLE WARNINGS, SPECIAL, which price shall include all labor and materials necessary to complete the Work as described herein.

CLASS D PATCHES, 8 INCH (SPECIAL)

Description: This Work shall conform to the appropriate articles of Section 442 of the Standard Specification, except that no type of classification will be kept. The patching area and limits will be determined by the Engineer once the pavement milling operation has commenced to expose the underlying pavement that is to remain in place. Each patch is to have a full depth saw cut and then removed. Saw cutting of the patches and removal of the existing pavement, including subbase is to be included in the cost of this Item. If patches are depressed more than three (3) inches, below the surface of the surrounding pavement, Type II barricades will be placed for no longer than forty-eight (48) hours. Leveling binder shall be used to ramp the edges of the patches after this time has expired. The cost of the leveling binder used to ramp the edges of the patch shall be considered included in the cost of the Class D Patches (SPECIAL) of the depth specified on the Schedule of Prices.

Standards: 442201-03

Disposal of Materials: All material resulting from the Patching operation shall be disposed of at the Contractor's expense outside the limits of the job at locations acceptable to the Engineer in accordance with Article 107.01 of the "Standard Specifications for Road and Bridge Construction" as amended by Public Act 90-761 and IDOT Standard 442201-03. A sample of the required load ticket is included in this Contract.

Method of Measurement: Class D Patches (SPECIAL) of the depth specified, will be measured in place and the area computed in SQUARE YARDS **no matter the size**. If additional pavement or sub-grade is removed due to negligence on the part of the Contractor, the additional quantity of pavement removal and replacement or sub-grade material will not be measured for payment.

Where unsuitable material is encountered in the sub-grade, the removal and replacement shall be performed by the Contractor in accordance with the appropriate Articles of Section 207 and Section 1004. This will be paid for as AGGREGATE BASE REPAIR.

Basis of Payment: This Work will be paid for at the Contract Unit Price per SQUARE YARD for CLASS D PATCHES (SPECIAL) of the depth specified on the Schedule of Prices, which shall be payment in full for all labor and materials necessary to complete the Work as specified.

COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)

Description of Work: This Work shall conform to the appropriate Articles of Section 606 of the Standard Specifications and the City of North Chicago Combination Curb and Gutter Detail as shown on the plans.

Sub-Grade Preparation: After the existing curb and gutter have been removed, the sub-grade shall be brought to the proper grade, to accommodate a nine (9) inch thick gutter flag, as approved by the Engineer, by either excavation of additional material or the addition of an approved sub-grade material. Any tree roots or other obstructions shall be removed to a depth of two (2) inches below the proposed sub-grade. Tree roots that need to be removed, as determined by the Engineer, shall be removed only after the tree root has been saw-cut at both ends. The preparation of the sub-grade shall be thoroughly compacted by mechanical means. All soft or unstable areas shall be removed and replaced with approved sub-grade material. There shall be a minimum of four (4) inches of compacted aggregate, CA-6.

Construction Requirements: Removal of the existing pavement will be required to install a full front face form. Steel angle pieces will not be allowed for forming. The cost of all labor, materials, saw cutting, over filling and for forming methods shall be included in this Pay Item.

No additional compensation will be allowed for any additional excavation below the curb and gutter being removed whether it is due to the Contractor's operations or required by the Plans or the Engineer, nor for any material required to bring the sub-base to the proper grade, or disposal.

If form boards are to be used for the manual placement of concrete, face boards shall be used to aid the construction of the curb. A mechanical vibrator shall be used to eliminate voids in the concrete adjacent to the face of the gutter. The mechanical vibrator shall conform to Article 1103.17 (a) of the Standard Specifications.

The Contractor will be required to string line the proposed curb elevations so the Engineer can verify that there will be the required thickness for the proposed leveling binder, binder course, and surface course and provide positive drainage to the existing structure(s). If required by the Engineer, the Contractor may need to reset the string line to provide drainage and positive flow to the curb of driveways. This will need to be completed, but no additional compensation will be given. This will be considered included in the Bid Price for COMBINATION CONCRETE CURB AND GUTTER, SPECIAL.

The area between the edge of the existing pavement and face of the new gutter shall be cleaned of all loose material and filled with Class SI concrete, to a minimum of six (6) inches width and matching the elevation of the milled pavement surface. PCC base course installation must be done in a separate operation from the installation of CONCRETE CURB AND GUTTER. Driveways removed for forming shall be backfilled with an approved granular material included in the cost of this Pay Item.

Curing and Protection: Curing and protection shall be in accordance with the appropriate portions of Article 1020.13 of the Standard Specifications as amended herein. A **WHITE PIGMENTED** curing compound shall be applied to the finished surface of the placed concrete once it is set. If Winter Protection is required, the Contractor shall follow IDOT guidelines as outlined in Article 1020.13 of the SSRBC. This Work shall be included in the cost of the Pay Item and no additional compensation shall be awarded.

Thickness of Gutter Flag: The thickness of the new gutter flag shall be a minimum of nine (9) inches, regardless of the thickness of the existing gutter flag.

Joints:

1. Contraction Joints. Contraction joints shall be located every ten (10) lineal feet and shall be sealed.
2. Longitudinal Construction Joints. Longitudinal construction joints will not be doweled.
3. Longitudinal Curb Preformed joints. Longitudinal curb preformed joints are required at concrete driveways.
4. Transverse Expansion Joints. Transverse expansion joints shall be placed every sixty (60) lineal feet.

Basis of Payment: This Work will be paid for at the Contract Unit Price per LINEAL FOOT for COMBINATION CONCRETE CURB AND GUTTER, SPECIAL, no matter the type, size or reinforcement of the existing combination concrete curb and gutter. The Unit Price shall include furnishing and installing all joints as required and all necessary excavation, tree root grinding or cutting and sub-base material required to complete the Work to the lines and grades shown on the Plans.

PAVED DITCH CHANNEL (SPECIAL)

Description of Work: This Work shall consist of constructing concrete paved ditch channel conforming to the appropriate Articles of Section 606 of the Standard Specifications and as shown on the Plans.

Excavation: The preparation of the sub-grade shall be brought to line and grade as shown on the Plans, thoroughly compacted by mechanical means. All soft or unstable areas shall be removed and replaced with approved aggregate material. There shall be a minimum of four (4) inches of compacted aggregate, CA-6 sub-base.

Construction Requirements: The paved ditch channel shall be constructed to the lines, grades and dimensions shown on the Plans and per the Specifications.

Form boards are to be securely staked and a mechanical vibrator shall be used to eliminate voids in the concrete. The mechanical vibrator shall conform to Article 1103.17 (a) of the Standard Specifications.

The Contractor will be required to string line the form boards of the proposed paved ditch channel so the Engineer can verify that there will be the required thickness and provide positive drainage to the outlet structure. If required by the Engineer, the Contractor may need to reset the string line to provide drainage and positive flow to the outlet structure. This Work will need to be completed, but no additional compensation will be provided and the cost of which shall be included in the associated Pay Item(s).

The Concrete shall be placed and finished per IDOT standards, and **the concrete shall either be stained to a color selected by the owner or a "pea gravel stone finish" installed.**

Curing and Protection: Curing and protection shall be in accordance with the appropriate portions of Article 1020.13 of the Standard Specifications as amended herein. A **clear curing compound** shall be applied to the finished surface of the placed concrete once it is set. This Work shall be included in the cost of the Pay Item and no additional compensation shall be awarded.

Joints: Contraction joints shall be located every fifteen (15) lineal feet and shall be sealed with hot tar. Longitudinal contraction or construction joints (if required) shall be saw cut and sealed with hot tar.

Transverse expansion joints shall be placed every sixty (60) lineal feet.

Method of Measurement: This Work will be measured in place and area computed in SQUARE YARDS.

Basis of Payment: This Work will be paid for at the Contract Unit Price per SQUARE YARD for PAVED DITCH CHANNEL. The Unit Price shall include all labor, materials, equipment, testing and incidentals required to complete the Work as shown and specified.

30" STORM SEWER, CL A, TYPE II (SPECIAL)

Description: This Work consists of furnishing and installing RCP storm sewer pipe and flared end sections w/ grates of the size specified and at the locations as shown on the Plans, in accordance with Section 550 and section 1042 of the Standard Specifications, Standard and the following Special Provisions.

Materials: Storm sewer material shall be RCP gasket pipe meeting ASTM C-443, as specified. The bedding, haunching and initial backfill material shall be CA-7 (washed) or #6 washed stoned. The final backfill prior to the placement of concrete, asphalt, or other structural improvements shall be a minimum of six (6) inches of CA-6 (Crushed).

Construction Methods: The Contractor along with the Engineer shall set the invert elevations based on the invert information as shown on the Plans or as directed by the Engineer. The Contractor shall adhere to the necessary and required Traffic Control Standards that are provided within this document while performing this described Work. Installation of the Work shall conform to all 30 Standard Details and Standard Specifications.

Method of Measurement: This Work shall be measured for at the Contract Unit Price per LINEAR FOOT of STORM SEWER of the material and size specified, along pipe centerline of pipe for the full length, including the bedding and haunching. The PRECAST REINFORCED CONCRETE FLARED END SECTIONS W/GRATES be measured per EACH installed.

Basis of Payment: This Work shall be paid for at the Contract Unit Price per LINEAR FOOT for STORM SEWER of the size identified in the Schedule of Prices and per EACH of PRECAST REINFORCED CONCRETE FLARED END SECTIONS W/GRATES installed. The price shall include the cost of all labor, equipment, and materials necessary including the bedding, haunching, initial and final backfill.

STORM SEWER REMOVAL

Description: The Work under this Pay Item includes cutting, removal and disposal of storm sewer pipe, filling and plugging existing/remaining storm sewer structures that are to remain. Work includes saw-cutting, removal of existing HMA pavements, curb, gutter, and sidewalks; protection of existing utilities and other underground structures; trench excavation and stabilization; pipe and structure plug w/bricks

and mortar as approved by the Engineer, trench backfill and compaction, and all other work necessary for STORM SEWER REMOVAL as shown or specified.

Materials: Trench backfill that is mechanically compacted in lifts is required when the excavation is located under a pavement and within three (3) feet of pavement, back of curb, driveway, or sidewalk.

Construction Requirements: Abandoned storm sewer is to be excavated, removed and disposed offsite at an approved location. The excavation shall be backfilled, compacted and restored to the required grade.

No additional compensation will be provided for excavation, disposal of surplus material, backfill or restoration of the area; this shall be included in the Contract Unit Price per LINEAL FOOT for STORM SEWER REMOVAL (CUT, REMOVE, AND PLUG).

Method of Measurement and Basis of Payment: Measurement for this Work will be per LINEAL FOOT basis and paid for at the Contract Unit Price for STORM SEWER REMOVAL (CUT, REMOVE, AND PLUG) as listed in the Schedule of Prices made part of the Work.

CONNECT TO EXISTING WATER MAIN (NON-PRESSURE)

Description: This Work shall consist of connecting the proposed water main piping to an existing water main as shown on the Plans or as directed by the Engineer by means of a non-pressure connection. The Work under this Pay Item includes saw-cutting and removal of existing HMA pavements and concrete curb and gutter; protection of existing utilities and other underground structures; trench excavation and stabilization; dewatering; precast concrete valve vault, including base and riser sections, cones, adjusting rings, and frame and cover; installation of valve and vault; disposal of excavated materials; pipe and fittings; installation of pipe and fittings; pipe and fitting restraint; pipe bedding and cover to one (1) foot over the top of the pipe; trench backfill and compaction; disinfection and testing; and all other Work necessary for a complete and functioning connection to existing water main as shown in Plans or Specified.

Trench backfill and compaction required for installation will not be measured for payment and will be considered included in the cost of the installation of the CONNECT TO WATER MAIN (NON-PRESSURE).

Work includes exploratory trenching to uncover and verify location of existing underground utilities and structures. Tapping sleeve and valve diameters are shown on the Plans and listed in the Schedule of Prices.

Construction Requirements: Perform Work in accordance with applicable sections of the Owner's Engineering Standards and Standard Specifications for Water and Sewer Main Construction in Illinois (SSWSMC), Current Edition.

The Contractor shall verify the existing water main type, size, and elevation prior to starting the Work.

The Contractor shall notify the Owner's Public Works Department and the Engineer at least forty-eight (48) hours prior to making all water main connections. The Owner's Public Works Staff shall operate existing municipal valves necessary to perform the connection to the existing water main.

No additional compensation will be provided for saw cutting, excavation, or disposal of surplus material; this shall be included in the Contract Unit Price per EACH for CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE).

Prior to connecting the new water main to the existing water distribution system, the new water main must be pressure tested and disinfected in accordance with the Specifications and Engineers' requirements. All valves, hydrants, and other appurtenances of the proposed system, except service connections, must be installed prior to connecting the new water main pipe to the existing system.

Disinfection Of Domestic Water Piping System: Flush and disinfect water system in accordance with applicable Municipal Code. Disinfection shall not be paid for separately but will be included in Unit Price of CONNECT TO EXISTING WATER MAIN (NON-PRESSURE).

The Contractor shall be responsible for all costs associated with repeated disinfection attempts.

Water main shutdowns shall be limited to four (4) hours.

Method of Measurement and Basis of Payment: Measurement for this Work shall not be measured for payment. It shall be included in the unit price for 6-INCH WATER MAIN R&R.

MANHOLE CONTROL STRUCTURE (SPECIAL)

Description: This Work consists of the furnishing and installation of six (6) foot diameter precast concrete manhole control structure per the Plans and Specifications. This Work includes excavation, disposal of spoil material, installation of bedding material, precast concrete structure of the size and type specified at the location, line, and grade as shown on the Plans in accordance with Section 602 and Section 1042 of the Standard Specifications and these Special Provisions.

Materials: The MANHOLE CONTROL STRUCTURE shall be a precast concrete with steel reinforcement meeting IDOT standards. All steel shall be from a domestic source. The Contractor shall submit shop drawings to the Engineer for review and approval.

Construction Methods: The Contractor shall install the MANHOLE CONTROL STRUCTURE on a bed of aggregate at the proper line and grade. All pipe connections shall be sealed with brick and mortar to the satisfaction of the Engineer.

Method of Measurement: This Work shall be measured for at the Contract Unit Price per EACH of MANHOLE CONTROL STRUCTURE installed.

Basis of Payment: This Work shall be paid for at the Contract Unit Price per EACH MANHOLE CONTROL STRUCTURE installed. The price shall include the cost of all labor, equipment, materials, and incidentals necessary to install the structure including, bedding, and final backfill.

STORM TEE MANHOLE (SPECIAL)

Description: This Work consists of removing an existing reinforced concrete pipe segment, furnishing, and installing a precast reinforced concrete pipe STORM TEE MANHOLE of the size and type specified at the location, line, and grade as shown on the Plans, in accordance with Section 550, Section 602 and Section 1042 of the Standard Specifications, Standard and these Special Provisions.

Materials: STORM TEE MANHOLE material shall be reinforced Concrete Elliptical pipe, as specified. The bedding, haunching and initial backfill material shall be CA-7 (washed) or #6 washed stoned. The final backfill prior to the placement of concrete, asphalt, or other structural improvements shall be a minimum of six (6) inches of CA-6 (Crushed). All material shall meet IDOT standards.

Construction Methods: The Contractor shall expose the existing storm sewer pipe and remove a single segment of pipe without damaging the adjacent pipe. The Storm Tee Manhole shall be installed at the proper line and grade on a bed of CA-7. The pipe joints shall be sealed with 18-inch wide mac wrap on the outside, and an eighteen (18) inch wide, eight (8) inch-thick concrete collar shall be poured around the pipe. The concrete collar shall have #3 rebars in a six (6) inch grid pattern for reinforcement. The inside of the pipe connections shall be mortared with no-shrink grout with a smooth finish.

Method of Measurement: This Work shall be measured for at the Contract Unit Price per EACH of STORM TEE MANHOLE of the TYPE and SIZE specified.

Basis of Payment: This Work shall be paid for at the Contract Unit Price per EACH STORM TEE MANHOLE SEWER installed. The price shall include the cost of all labor, equipment, and materials necessary to remove the existing storm sewer pipe segment, installation of a storm tee manhole, bedding, haunching, concrete collars, incidentals, initial and final backfill.

STRUCTURES TO BE ADJUSTED W/ NEW FRAME AND LID/GRATE

Description of Work: This Work shall consist of the adjustment of existing catch basins, manholes, inlets, or valve vaults in accordance with the City of North Chicago Frame and Grate Schedule and appropriate Articles of Section 602 of the Standard Specifications. All adjustment rings and castings shall have an **exterior rubber chimney gasket if they are located in a non-paved area** (to encase all adjusting rings vertically). **If they are located in a paved area or curb and gutter** a six (6) inch wide (minimum) full depth collar of concrete to the top of the binder course **(to encase all adjusting rings and frame vertically)**.

ALL STRUCTURES located within the pavement to be milled/removed shall have their frame and lids removed, the structure shall then be plated and then topped off with an approved aggregate material just prior to the bituminous removal operation. Saw cutting of the existing pavement may be required.

Adjustment rings installed must be high strength polypropylene adjustment rings or as directed by the Engineer. Polypropylene adjustment ring shall conform to Section 602 of the Standard Specifications.

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

Grade rings shall contain upper and lower keyways (tongue and groove) for proper vertical alignment and sealing. The top ring, for use directly beneath the cast iron frame, shall have keyways (grooves) on the lower surface with a flat upper surface. Adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall meet ASTM C 920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O. EPP adjustment rings shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to

± 0.063 in. (± 1.6 mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface.

Cleaning of Existing Structures: In addition to the requirements as described in Section 602 of the Standard Specifications, it shall be the responsibility of the Contractor to clean ALL existing structures that are to be adjusted or reconstructed. The cleaning shall consist of the removal of all debris from inside the structure to the satisfaction of the Engineer. Catch basins and manholes are to be cleaned immediately prior to the adjustment or reconstruction to ensure that all portions of the structure requiring repair are identified and repaired upon completion of all Work.

Damage to Castings: During the Contract, should any casting be damaged by the Contractor or by traffic prior to the completion of the Contract Work, the Contractor shall replace the damaged casting at no cost to the Owner. Castings previously damaged or scheduled for replacement shall be supplied by the Contractor. It shall be the responsibility of the Contractor to deliver damaged castings to the Owner 's Street Department located at 1421 Renken Drive, North Chicago, IL 60064. All determinations as to the suitability or the cause of damage to a casting shall be made by the Engineer and shall be binding. Tightened bolts with nuts and washers are to be used for catch basins or inlet frame back adjustments (new or existing), the cost of which shall be included in the cost of the adjustment.

Manhole and Catch Basin Frames: All Frames, Grates and Lids shall adhere to the City of North Chicago Frame and Grate Schedule attached herein. Types that differ from the Frame and Grate Schedule require prior approval from the Engineer before use. Adhere to IDOT and MUTCD standards pertaining to grates in cross walks. No additional payment shall be made for specialty grates to meet ADA requirements. Lids shall be marked to identify the utility which passes through the structure. Lids shall also have "CITY OF NORTH CHICAGO" imprinted on them.

All castings shall be set in full mortar beds. Castings shall be set accurately to the finished elevation so that no subsequent adjustment will be necessary. All structures adjusted within pavement areas shall have a full depth collar of concrete to the top of the binder course and shall encompass all rings and a minimum of four (4) inches of the structure.

Basis of Payment: This Work will be paid for at the Contract Unit Price per EACH for STRUCTURES TO BE ADJUSTED W/ NEW FRAME AND LID/GRATE.

Where the frames are to be removed and structures plated prior to bituminous surface removal, **no additional compensation** shall be considered for payment, as the Contract Unit Price should reflect the need for this additional process. All labor and material necessary to lower the structure and provide for proper plating of the structure shall be considered included in the price of the structure adjustment or reconstruction including new frames and grates/lids if specified.

STRUCTURES TO BE RECONSTRUCTED W/ NEW FRAME AND LID/GRATE

Description of Work: This Work shall consist of the adjustment of existing catch basins, manholes, inlets or valve vaults in accordance with the City of North Chicago Frame and Grate Schedule and appropriate Articles of Section 602 of the Standard Specifications. All adjustment rings and castings shall have an **exterior rubber chimney gasket if they are located in a non-paved area** (to encase all adjusting rings vertically). **If they are located in a paved area or curb and gutter** a six (6) inch wide (minimum) full depth collar of concrete to the top of the binder course **(to encase all adjusting rings and frame vertically)**.

ALL STRUCTURES located within the pavement to be milled/removed shall have their frame and lids removed, the structure shall then be plated and then topped off with an approved aggregate material just prior to the bituminous removal operation. Saw cutting of the existing pavement may be required.

Adjustment rings installed must be high strength polypropylene adjustment rings or as directed by the Engineer. Polypropylene adjustment ring shall conform to Section 602 of the Standard Specifications.

Expanded Polypropylene (EPP) Adjusting Rings: Any EPP adjusting rings used shall be manufactured using a high compression molding process to produce a minimum finished density of 7.5 lb/cu ft (120 g/l). The EPP rings shall be made of materials meeting ASTM D 3575 and ASTM D 4819-13. The grade adjustments shall be designed and tested according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M 306 HS-25). Grade rings shall contain upper and lower keyways (tongue and groove) for proper vertical alignment and sealing. The top ring, for use directly beneath the cast iron frame, shall have keyways (grooves) on the lower surface with a flat upper surface.

Adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall meet ASTM C 920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O. EPP adjustment rings shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to ± 0.063 in. (± 1.6 mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface.

Cleaning of Existing Structures: In addition to the requirements as described in Section 602 of the Standard Specifications, it shall be the responsibility of the Contractor to clean ALL existing structures that are to be adjusted or reconstructed. The cleaning shall consist of the removal of all debris from inside the structure to the satisfaction of the Engineer. Catch basins and manholes are to be cleaned immediately prior to the adjustment or reconstruction to ensure that all portions of the structure requiring repair are identified and repaired upon completion of all Work.

Damage to Castings: During the Contract, should any casting be damaged by the Contractor or by traffic prior to the completion of the Contract Work, the Contractor shall replace the damaged casting at no cost to the Owner. Castings previously damaged or scheduled for replacement shall be supplied by the Contractor. It shall be the responsibility of the Contractor to deliver damaged castings to the City's Street Department located at 1421 Renken Drive, North Chicago, IL 60064. All determinations as to the suitability or the cause of damage to a casting shall be made by the Engineer and shall be binding. Tightened bolts with nuts and washers are to be used for catch basins or inlet frame back adjustments (new or existing), the cost of which shall be included in the cost of the adjustment.

Manhole and Catch Basin Frames: All Frames, Grates and Lids shall adhere to the Owner's Frame and Grate Schedule attached herein. Types that differ from the Frame and Grate Schedule require prior approval from the Engineer before use. Adhere to IDOT and MUTCD standards pertaining to grates in cross walks. No additional payment shall be made for specialty grates to meet ADA requirements. Lids shall be marked to identify the utility which passes through the structure. Lids shall also have "CITY OF NORTH CHICAGO" imprinted on them.

All castings shall be set in full mortar beds. Castings shall be set accurately to the finished elevation so that no subsequent adjustment will be necessary. All structures adjusted within pavement areas shall

have a full depth collar of concrete to the top of the binder course and shall encompass all rings and a minimum of four (4) inches of the structure.

Basis of Payment: This Work will be paid for at the Contract Unit Price per Each for STRUCTURES TO BE RECONSTRUCTED W/ NEW FRAME AND LID/GRATE.

Where the frames are to be removed and structures plated prior to bituminous surface removal, **no additional compensation** shall be considered for payment, as the Contract Unit Price should reflect the need for this additional process. All labor and material necessary to lower the structure and provide for proper plating of the structure shall be considered included in the price of the structure adjustment or reconstruction including new frames and grates/lids if specified.

VALVE BOXES TO BE ADJUSTED

Description of Work: This Work shall consist of adjusting to grade water boxes, buffalo boxes, or five and a quarter (5 ¼) inch valve boxes encountered on the job. If necessary, the replacement of defective or damaged parts of the water box, in accordance with the appropriate articles of Section 602 of the Standard Specifications will also be included in this Pay Item.

Water boxes, buffalo boxes, or valve boxes are defined as a three-piece casting consisting of a stem or hip, a neck, and a lid. Adjustment is attained by turning the neck of the casting, either clockwise or counterclockwise until the required grade is attained. Excavation of approximately three (3) to three and a half (3½) feet of base and sub-base material is to be anticipated to facilitate the turning of the neck.

It may be necessary to excavate the entire water box or valve box in order to complete the adjustment. No additional compensation will be allowed should this need arise. All excavated sub-base material shall be replaced with trench backfill and compacted in accordance with Article 550.07 of the Standard Specifications. The excavated base material shall be replaced in accordance with appropriate articles of Section 602 of the Standard Specification.

After a water box, buffalo box, or five and a quarter (5 ¼) inch valve box, has been adjusted to the proper line and grade, the exterior of the water box, buffalo box, or five and a quarter (5 ¼) inch valve box **shall be incased in concrete from three (3) inches below final grade to twelve (12) inches below final grade**, so that it is secured in place prior to paving.

If any water box is adjusted, repaired, or replaced, the Contractor shall ensure that the valve box is cleaned of all debris and shall be key-able.

Basis of Payment: This Work will be paid for at the Contract Unit Price per EACH for VALVE BOXES TO BE ADJUSTED, which price shall be payment in full for performing the Work as specified herein including all trench backfill and disposal costs.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

Description: This Work shall be done in accordance with the Section 107 of the Standard Specifications, Recurring Special Provisions, Part IV of Illinois Department of Transportation Reprint of the "Manual on Uniform Traffic Control Devices" published by the Federal Highway Administration, the appropriate articles of Section 1084 of the Standard Specifications and the Standard Specification for Traffic Control Devices adopted December 2023. All applicable state standards for traffic control devices, lane closures and traffic control staging shall conform to current IDOT standards at all times.

This item of Work shall include the furnishing, installing, maintaining, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic vehicular and/or pedestrian, during the construction or maintenance of this improvement.

The governing factor in the execution and staging of Work for this project is to provide the motoring public, residents, visitors, and business owners with the safest possible conditions along the roadway and in the construction zone. The Contractor shall so arrange his operations as to keep the closing of any lane of the roadway to a minimum.

All operations which require a reduction in the number of lanes of traffic shall comply with the aforementioned standards including a flag person posted at each end of the lane closure at all times. "Stop" and "Slow" paddles shall be used to control traffic. Flags will NOT be allowed as the sole means of traffic control. Minimum lane widths shall be ten (10) feet. Single lane roads will not be allowed without flagmen, and under no circumstances will a one lane condition remain overnight. Type II barricades with working steady burn light units shall be used whenever the change in pavement height exceeds two (2) inches due to any construction activity and at all butt joints. The Engineer reserves the right to stop any construction activity when traffic control is neglected.

Traffic control devices include signs and their supports (**all supports for advance warning signs, such as Road Construction Ahead signs shall be POST mounted**), signals, pavement markings, barricades (with sandbags if necessary), channelization devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of guiding traffic through or detouring around the construction zone.

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall cover or remove all traffic control devices which are inconsistent with detour or lane assignment patterns during the transition from one construction stage to another.

The Contractor shall ensure that all traffic control devices installed by him/her are operational twenty-four (24) hours a day, including Sundays and Holidays.

The Contractor shall be reachable on a twenty-four (24) hour a day basis to receive notification of any deficiencies regarding traffic control and protection and shall dispatch personnel, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Owner concerning a request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification. Any traffic control protection devices found not to be in working order (i.e. lights not working, broken or damaged legs, etc.) shall be replaced within twenty-four (24) hours of notification of the Contractor. No additional compensation will be made for replacing traffic control protection devices.

Failure to remove traffic control devices as requested by the Engineer shall result in a charge of **\$500 per day**. In addition, if the Contractor fails to respond, the Owner may correct the deficiencies, and all costs thereof will be deducted from monies due or which may become due to the Contractor. This corrective action will in no way relieve the Contractor of their contractual requirements or responsibilities.

When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against the flow of traffic. These vehicles shall enter and leave work areas in a manner which will not be hazardous to or interfere with traffic and shall not park or stop except within designated work areas. Those vehicles belonging to the Contractor or his/her employees shall remain on Owner's property only and shall not pull into, park, or block any access to private property.

Any drop off greater than three inches, but less than six inches, within eight feet of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at one hundred (100) foot center to center spacing. If the drop off within eight feet of the pavement edge exceeds six inches, the barricades mentioned above shall be placed at fifty (50) foot center to center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade complies with the height requirement of Standard 701901. Vertical panels or other delineating devices may be substituted for Type I or Type II barricades with the approval of the Engineer. Two-way traffic will be maintained at all times during the prosecution of this work. When lane assignments conflict with existing pavement markings, approved traffic control devices such as signs, cones, barrels, barricades, etc. will be used to delineate traffic lanes. When the available street width is not sufficient to allow for two-lane, two-way traffic, certified flaggers will be required in accordance with the standards referenced herein.

It will also be necessary for the Contractor to provide advance notice to residents, police, fire, school districts, and trash haulers when access to any street will be temporarily limited.

Standards:

701006-05, 701011-04, 701201-05, 701301-04, 701311-03, 701501-06, 780001-05, 781001-04, 701901-08, 701427-05, 701101-05, and 701502-09

District 1 Standards:

Traffic Control and Protection for side Roads, Intersections, and Driveways (TC -10), District 1 Typical Pavement Markings (TC-13).

Method of Measurement: TRAFFIC CONTROL AND PROTECTION (SPECIAL) will be measured as a LUMP SUM.

Basis of Payment: The Work under this Pay Item will be paid for at the Contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). Delays to the Contractor caused by complying with these requirements will be considered included in the price of the Pay Item TRAFFIC CONTROL AND PROTECTION (SPECIAL) and no additional compensation will be allowed.

TRAFFIC CONTROL DEFICIENCY

The Contractor is expected to comply with the Standard Specifications, Contract Plans, and these Special Provisions concerning traffic control and protection. All traffic control devices shall be kept clean and neat appearing and shall be replaced immediately if they become ineffective due to damage or defacement.

Failure to comply with the Standard Specifications, Contract Plans, or these Special Provisions concerning traffic control will result in a charge of **\$500 per day**. In addition, if the Contractor fails to respond, the Owner may correct the deficiencies, and all costs thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of their contractual requirements or responsibilities.

TESTING OF REJECTED SOIL (ALLOWANCE)

Description: In the event that soils are rejected by the CCDD facility chosen by the Contractor, material must be tested. The Work under this Pay Item includes all material, labor, equipment, temporary storage, and all handling (Public Works facilities cannot be used) and all other costs required to remove, transport, and test the rejected material.

Construction Requirements: Testing shall be completed by a third-party firm in accordance with Summary of Maximum Allowable Concentrations of Chemical Constituents In Uncontaminated Soil Used as Fill Material at Regulated Fill Operations (35 Ill. Adm. Code 1100.Subpart F) and Supplemental Section hereon referred to here as MAC TABLES and found at:

<http://www.epa.state.il.us/land/ccdd/new-max-allowable-concentrations-table.pdf>

<http://www.epa.state.il.us/land/ccdd/supplemental-mac-table.pdf>

Included as applicable analysis by TCLP/SPLP methods.

Documentation and notification shall be provided to the Owner/Engineer. Provide temporary storage and all handling (Public Works facilities cannot be used). Any tests that do not reveal the presence of contaminants above MAC TABLES standards will not be eligible for payment.

Basis of Payment: This Work will be paid for at the EACH price for TESTING OF REJECTED SOILS

REMOVAL AND DISPOSAL OF NON-SPECIAL HAZARDOUS WASTE OR CERTIFIED NON-SPECIAL WASTE

Description: If testing of Rejected Soils reveals the presence of contaminants above MAC TABLES limits, this material shall be disposed of by the Contractor at a Non-Hazardous Special Waste Site or appropriate facility. This Work shall include all material, labor and equipment required to remove, transport, and dispose of all Non-Hazardous Special Waste or Certified Non-Special Waste.

Construction Requirements: The Contractor shall pay all fees or charges associated with the disposal including any additional testing and provide documentation and notification to the Owner and Engineer. The Contractor shall provide temporary storage and all handling (Public Works facilities cannot be used). Contaminated material that is mixed with clean fill will not be eligible for payment. Soils that do not have test results indicating the presence of contaminants above MAC TABLES standards will not be eligible for payment.

Method of Measurement: This Work will be measured for payment per TON calculated by volume of material removed multiplied by the unit weight of the material removed.

Basis of Payment: This Work be paid for at the Contract Unit Price per TON for REMOVAL AND DISPOSAL OF NON-SPECIAL HAZARDOUS WASTE OR CERTIFIED NON-SPECIAL WASTE.

3-YEAR BASIN MAINTENANCE AND MONITORING PLAN

Description: This Work shall consist of preparing and executing a three (3) year maintenance and monitoring plan for establishing native vegetation and aggressively controlling invasive species until the desired plants are self-sustaining (ninety (90) percent coverage). Engineer/Owner are to review and

approve the plan, and the Contractor shall complete the work over the next three (3) years. **Regular inspection and physical maintenance** of the detention basin are required for three (3) years following completion of the Project. This includes erosion control maintenance, repair/reseeding of bare or eroded and rilled areas, weeding and invasive species control, mowing (if required), debris removal, performance monitoring, documentation (yearly reports), sediment removal, etc. Rills shall be filled, reseeded, and the erosion control blanket repaired. If repeated rilling occurs in certain areas, the Contractor shall install additional BMPs at no additional cost to the Contract.

The contractor shall provide the City a separate three (3) year performance bond as security for the future completion of this work. **The bond amount shall be 125% of the amount of this pay item and the bond form shall be approved by the City.**

Method of Measurement: The performance bond will be released upon successful completion of the three (3) year maintenance and monitoring plan.

Basis of Payment: This Work shall be paid for at the LUMP SUM price.

OWNER'S ALLOWANCE

Description: The Work under this Pay Item provides for adequate budget to cover unforeseen items that may arise during the construction of the project. Unused Owners Allowance funds will remain with the City at the close of the project.

Method of Measurement: The Work will be measured in accordance with Sections 104 and 109 of the Standard Specifications.

Basis of Payment: The Work under this Pay Item will be paid for in accordance with Section 104 and 109 of the Standard Specifications.

CONSTRUCTION LAYOUT

Description: The Contractor shall be required to complete the construction layout, volume surveys and **as-built surveys** 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 (earth work and grading, storm sewer improvements, seeding limits, topsoil respread, sidewalks and driveways 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 sidewalk, paved ditch channel 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. Existing edge of pavement/front of curb elevations and offsets shall be staked and noted, at intervals as previously described, prior to the removal of existing curb and gutter.

All necessary re-staking shall be included in the cost of this Pay Item.

The Contractor shall be responsible for having the finished Work substantially conform to the lines, grades, elevations, and dimensions called for in the Plans. The basin as-built surveys must be signed and sealed by a licensed PLS in Illinois. 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

1. The Engineer will locate and reference the plans only. Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
2. Benchmarks may be established along the project outside of the construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) Vertically.
3. Stakes set for (a) and (b) above will be identified in the field to the Contractor.
4. The Engineer will make random checks of the Contractor's staking to determine if the Work is in substantial conformance with the Plans.
5. 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

1. The Contractor shall provide a closed level loop establishing survey points and benchmarks and all control points necessary to construct individual project elements to the Engineer prior to construction.
2. The Contractor shall provide an exhibit with a map showing the location data for the benchmarks and control points.
3. The Contractor 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 to preserve them during construction operations.
4. 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.
5. Complete as-built surveys for the subgrade and finish grade volumes of the basin, and the completed project improvements (storm sewer, water main, sidewalk, landscaping, etc).

Method of Measurement and Basis of Payment: This Item will be paid for at the Contract LUMP SUM price for CONSTRUCTION LAYOUT, which prices shall be payment in full for all services, materials, labor, and other items required to complete the Work.