#### **AGENDA**

## REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS 7:00 P.M.

#### MONDAY, JANUARY 3, 2022 FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

I.	CALL TO ORDER	

- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE TO THE FLAG
- IV. PUBLIC HEARING
- V. PRESENTATIONS AND SPECIAL REPORTS
- VI. PUBLIC COMMENT
  - A. Public Comments
  - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA
  - A. Approval of Minutes
    - 1. Regular Meeting December 20, 2021
  - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA
- IX. VILLAGE PRESIDENT
- X. VILLAGE CLERK
- XI. VILLAGE ADMINISTRATOR
- XII. CHIEF OF POLICE
- XIII. CORPORATION COUNSEL
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES
- XV. DIRECTOR OF PUBLIC WORKS
  - A. Resolution for Maintenance Under the Illinois Highway Code
- XVI. ZONING AND CODE ENFORCEMENT OFFICER
- XVII. VILLAGE TRUSTEES
  - A. Trustee Blunier
  - B. Trustee Hilliard
  - C. Trustee Leitch
  - D. Trustee Menold
  - E. Trustee Newman
  - F. Trustee Parrott
- XVIII. CLOSED SESSIONS
- XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS
- XXIII. ADJOURNMENT

#### VILLAGE BOARD OF TRUSTEES REGULAR MEETING 7:00 P.M., December 20, 2021

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. The Clerk called the roll, with the following members present: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.

**PUBLIC HEARING** – None.

**PRESENTATIONS** – None.

**PUBLIC COMMENT** – None.

#### **CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting December 6, 2021
- B. Approval of Bills

Trustee Menold moved to approve the Consent Agenda. Motion was seconded by Trustee Hilliard and approved with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.

No: None -0. Absent: None -0.

#### VILLAGE PRESIDENT - None.

#### VILLAGE CLERK - None.

VILLAGE ADMINISTRATOR – Administrator Smick requested approval for the final round of business sustainability grants which would approve disbursal of funds to the specified businesses at the proposed amounts. Trustee Parrott motioned to accept this proposal and it was seconded by Trustee Newman. The proposal was approved by the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.

No: None -0. Absent: None -0.

**CHIEF OF POLICE** – Chief Miller requested approval of a bid to purchase two (2) new Ford squad cars. Trustee Parrott motioned to accept and provided favorable remarks regarding the bid. This was followed by a second by Trustee Blunier and the acceptance of the bid by the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.

No: None -0. Absent: None -0.

#### **CORPORATION COUNSEL** - None.

#### **DIRECTOR OF FIRE AND EMERGENCY SERVICES** – None.

#### **DIRECTOR OF PUBLIC WORKS** – None.

#### **ZONING AND CODE ENFORCEMENT OFFICER – None.**

#### VILLAGE TRUSTEES

Trustee Blunier – None.

Trustee Hilliard – None.

Trustee Leitch – provided positive feedback regarding the "pothole digger" that was approved for purchase last March. He went to see the new piece of machinery in action last Wednesday on Idlewood Street near the JFL Fields and said that the Village employees were very thankful of the Board for approving the purchase because it made the job much more efficient.

Trustee Menold – None.

Trustee Newman – None.

Trustee Parrott - None.

#### **CLOSED SESSIONS** – None.

#### CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS - None.

#### **ADJOURNMENT**

With no further business to come before the Board, Trustee Hilliard moved to adjourn. The motion was seconded by Trustee Newman and followed by a unanimous voice vote of all present board members.

ATTEST:		
	PRESIDENT	
VILLAGE CLERK		



### Resolution for Maintenance Under the Illinois Highway Code



			Resolution Num	ber Resolu	ution Type	Section Number
			16-23	<b>)</b>   Supp	olemental	22-00000-00-GM
						-J L
3E IT RESOLVED. by	the Presider	nt and Board or	f Trustees	of the	Vil	lage of
		Governing Body Typ	е		Local Public	Agency Type
	Morton	Illino	ois that there is he	reby appropria	ated the sum o	of
Name	of Local Public Agency	ed thousand				\$200,000
	(VVO HIGHQI	eu triousariu			Dollars (_	\$200.000
of Motor Fuel Tax fund	ds for the purpose of mai	ntaining streets a	nd highways unde	r the applicab	le provisions o	of Illinois Highway Code fr
01/01/22	to 12/31/22					
Beginning Date	to12/31/22 Ending Date					
ncluding supplementa	SOLVED, that only those al or revised estimates ap d as specified above.	operations as listopproved in connec	ed and described tion with this reso	on the approv lution, are elig	ed Estimate of gible for mainte	f Maintenance Costs, enance with Motor Fuel Ta
BE IT FURTHER RES	SOLVED that	Village	of		Morton	
	SOLVED, thatLocal				Name of Local Po	
available from the De	ee months after the end operations after the end operations at the control of the end of	ement showing ex	e period as stated penditures and the	above, to the balances rer	naining in the	of Transportation, on form funds authorized for
BE IT FURTHER RES		s hereby directed	to transmit four (4	) ceritified orig	jinals of this re	solution to the district offi
20 E	EVans	Local	Village	Clerk in a	nd for said	Village Local Public Agency Type
of	Morton	LUCAL				
	lame of Local Public Agency	y	In the State of h	imois, and kee	sper or the rect	ords and files thereof, as
provided by statute, d	o hereby certify the foreg	joing to be a true,	perfect and comp	lete copy of a	resolution add	pted by the
President and R	nard of Trustage		Morton			1/2/2
Governing	Body Type	Nam	ne of Local Public Ac	iencv	at a meet	ing held on <u>1/3/20</u>
N TESTIMONY WHE	REOF, I have hereunto	set my hand and s	seal this 30	_ day of _	Sanuaru Moni	ing held on $\frac{1/3/20}{Date}$
(SEAL)	TAZEWELL		Clerk Signatur	·e		
(A)	VILLAGE 3					
	SEAL				APPROVED	
•	LUNO13		Regional Engi			_
			Department of	Transportation	nc	Date
			Name of the state			



## Maintenance Engineering to be Performed by a Consulting Engineer



Local Public Agency				County	Section Number
Morton				Tazewell	22-00000-00-GM
The services to be per maintenance operation				items of work included	d in the estimated cost of the
Investigation maintenance municipalities body as may 12330) form.	operations to be inc and counties), main reasonably be requ	ne streets or highway cluded in the mainter ntenance estimate of ired; attendance at p the maintenance ex	nance program; prep f cost and, if applicat public letting; prepara	aration of the mainten ble, proposal; attendar ation of the contract, qu	ne local highway authority) of the ance resolution (BLR 14220 for nce at meetings of the governing uotations, and/or acceptance (BLF tted to IDOT within 3 months of
Furnishing the deliver and in	stall proposal and/o	nspection, including r checking material i	nvoices of those mai		act, material proposal and/or requiring engineering field ed firm.
charged per maintenar negotiated preliminary otal estimated costs o	nce period. For furni engineering fee per f that group. The ne	shing engineering in centage for each ma gotiated fee for engi	spection, the engine aintenance group sho neering inspection fo	eer will be paid a nego own in the "Schedule o or each maintenance g	entage. Only one base fee can be tiated fee percentage. The of Fees" shall be applied to the group shall be applied to the total strued to include supervision of the
	<del></del>	SCH	EDULE OF FEES		
Гotal of all Maintenanc	e Operations:				
	e Fee	∑ > \$	20,000 Base Fee	e = \$1,250.00	
			PLUS		
Maintenance	Preliminary	Engineering		g Inspection	
Engineering Category	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	Operation(s) to be Inspected
l	NA	NA	NA	NA	NA
IIA	2%	1	1%	1	
IIB	3%	2.5	3%	2.5	
III	4%	3.5	4%	3.5	
IV	5%	4.5	6%	5.5	
	S 510/1-510/8) and		d in Chapter 5 of the BY:		Government Professional Servic ureau of Local Roads and Street Date
Local Fubility of	ignature	Jaco Jaco			
Title			Title		
1100			Patrick	N. Meyer & Assoc	c., Inc.
			P.E. Seal		Date
Approved:					
Regional Engineer, ID	OT	Date			



### **Local Public Agency General Maintenance**



#### **Estimate of Maintenance Costs**

Submittal Type Supplemental

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Village of Morton		22-00000-00-GM	01/01/22	12/31/22

#### Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
FOG COAT	III	Yes	FOG COAT	SQ YD	37,042	\$1.20	\$44,450.40	
			BLACK SAND	SQ YD	37,042	\$0.20	\$7,408.40	
			TRAF CONT PROT SPCL	L SUM	1	\$5,000.00	\$5,000.00	\$56,858.80
SEALCOAT	111	Yes	BIT MATLS SLCT	GAL	11,875	\$6.00	\$71,250.00	
			SLCT AGG	TON	281	\$100.00	\$28,100.00	
			MH/VLV/INL UNC OP LID	EACH	25	\$110.00	\$2,750.00	\$102,100.00
SPRAY PATCH	IIA	No	BIT MATLS	GAL.	2,000	\$10.00	\$20,000.00	
			AGG	TON	80	\$30.00	\$2,400.00	\$22,400.00
						To	otal Operation Cost	\$181,358.80

	Estimate of Maintenance Costs Summary				
Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs	
Local Public Agency Labor					
Local Public Agency Equipment					
Materials/Contracts(Non Bid Items)					
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$181,358.80			\$181,358.80	
Formal Contract (Bid Items)					
Maintenance Total	\$181,358.80			\$181,358.80	
_	Estir	mated Maintenand	ce Eng Costs Sumn	nary	
Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs	
Preliminary Engineering	\$7,037.56			\$7,037.56	
Engineering Inspection	\$5,787.56			\$5,787.56	
Material Testing					
Advertising					
Bridge Inspection Engineering					
Maintenance Engineering Total	\$12.825.12			\$12.825.12	

Remarks			

\$194,183.92

Total Estimated Maintenance

\$194,183.92

#### **Estimate of Maintenance Costs**

Submittal Type Supplemental

Maintenance Period

Local Public Agency	County	Section	Beginning	Ending
Village of Morton	Tazewell	22-00000-00-GM	01/01/22	12/31/22
SUBMITTED				
Local Public Agency Official	Date	1		
Title		•		
			APPROVED	
		Regional Engineer		
County Engineer/Superintendent of Highways	Date	Department of Transporta	ation	Date



# Local Public Agency Material Proposal or Deliver & Install Proposal



Proposal Submitted By:				
Contractor's Name				
Contractor's Address	City		State Zi	p Code
STATE OF ILLINOIS				
Local Public Agency		County	Section Num	
Village of Morton		Tazewell	:22-0000-0	0-GM
Street Name/Road Name			Type of Funds	
Village of Morton			MFT	
☐ Material proposal ☐ Deliver and Install Proposal ☐ Plans	·····			****
For a County and Road District Project		For a N	lunicipal Project	
Submitted/Approved		Submitte	d/Approved/Passed	
Highway Commissioner Signature Date	Signature	e	Da	te
	Official T	itle		
Submitted/Approved			<del></del>	
County Engineer/Superintendent of Highways Date				
	<b></b>			
		Departme	nt of Transportation	
		Released for b	id based on limited review	W
	Regional	Engineer Signa	ture Da	te
	L.			

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

Lo	cal Public Agency	(	County		Section Nu	umber
Vi	illage of Morton		Tazewell		22-00000	)-00-GM
	NOTIC	E TO BIDDERS				
			770 17(2)(17			
Se	aled proposals for the project described below will be received	I at the office of $\frac{\vee}{}$	illage Hall	Name of 0	Office	
12	0 N Main St, Morton, IL 61550		until	10 am	on	3/22/22
	Address			Time		Date
1.	Plans and proposal forms will be available in the office of					
uρ	oon request via email to pmeyer@mtco.com					
2.[	Prequalification					
	If checked, the 2 low bidders must file within 24 hours after the all uncompleted contracts awarded to them and all low bids processing the contracts awarding Authority and or one original shall be filed with the Awarding Authority and or	pending award for	r Federal, State, C	ounty, Muni		
3.	The Awarding Authority reserves the right to waive technicali Provision for Bidding Requirements and Conditions for Mater			ls as provide	ed in BLF	RS Special
4.	A proposal guaranty in the proper amount, as specified in the Material/Deliver and Install Proposals, will be required. See guaranty for this proposal packet.	e BLRS Special P the attached Spec	rovision for Bidding cial Provisions for	g Requirem specific inst	ents and ructions f	Conditions for for proposal
5.	The successful bidder at the time of execution of the contract provided for in the special provisions. Failure on the part of twork specified herein will be considered just cause to forfeit the specified herein will be considered just cause to forfeit the specified herein will be considered just cause to forfeit the specified herein will be considered just cause to forfeit the specified herein will be considered just cause to forfeit the specified herein will be considered just cause to forfeit the specified herein will be considered to the specified herein will be considered t	the contractor to o	deliver the material	l within the t	time spec	rified or to do the
6.	Proposals shall be submitted on forms furnished by the Awar	rding Authority an	d shall be enclose	d in an enve	elope end	lorsed "Material
	Proposal, Section 22-00000-00-GM ".					
Ву	Order of	County I	Engineer/Superinte	endent of Hi	ighways/	
Αw	varding Authority	Municipa			<del></del>	Date
Vi	llage of Morton	Munic	ipal Clerk			1/17/22
т.	Material Proposal o	or Deliver & Insta	all Proposal			
IO Aw	varding Authority					
	llage of Morton					
_	varding Authority Address	City			State	Zip Code
	20 N Main St	Morton			IL	161550
	nis bid is accepted within 45 days from the date of opening, the terials, at the quoted unit prices, subject to the following:	e undersigned agr	rees to furnish or to	o deliver & i	nstall any	or all of the
111a 1.	It is understood and agreed that the "Standard Specifications	s for Road and Bri	idae Construction"	adonted	1/1/22	and
1.	the "Supplemental Specifications and Recurring Special Prov					the Department of
	Transportation, shall govern insofar as they may be applied a supplemental specifications attached hereto.	and insofar as the	y do not conflict w			
2.	It is understood that quantities listed are approximate only an complete the improvement within its present limits or extension	nd that they may b ions thereto, at the	oe increased or de e unit prices stated	crease as m i and that bi	nay be ne ids will be	eded to properly compared on the

- complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
- 3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
- 4. The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

<u>al</u> Ρι	ublic Agency	County	Section	Number
age	e of Morton	Tazewell	22-000	00-00-GM
the (	th pay item should have a unit price and a total price. If no total unit price multiplied by the quantity, the unit price shall govern. Intity in order to establish a unit price. A bid will be declared un	. If a unit price is omitted, the t	otal price will be di	ivided by the
A pr Con	roposal guaranty in the proper amount, as specified in BLRS S ntract Proposals, will be required. The proposal guaranty as sp	pecial Provision for Bidding Recified in the special provision	equirements and C s is attached.	Conditions for
mad	bid bond is allowed or required, Department form BLR 12230 of de payable to: Municipal Clerk	Treasurer of Morton		e specifications,
The	e amount of the check is 5% of bid		(	
	Attach Cashier's Check of			
sun in a	the event that one proposal guaranty check is intended to cove m of the proposal guaranties which would be required for each another bid proposal, state below where it may be found.	er two or more bid proposals, t individual bid proposal. If the	proposal guaranty	e equal to the check is place
sun in a Th	the event that one proposal guaranty check is intended to cove m of the proposal guaranties which would be required for each	er two or more bid proposals, to individual bid proposal. If the r: Section Number	proposal guaranty	check is place
sun in a Th Di	the event that one proposal guaranty check is intended to cover m of the proposal guaranties which would be required for each another bid proposal, state below where it may be found. the proposal guaranty check will be found in the bid proposal for	er two or more bid proposals, to individual bid proposal. If the r: Section Number	proposal guaranty	check is place
sun in a	the event that one proposal guaranty check is intended to cover of the proposal guaranties which would be required for each another bid proposal, state below where it may be found.  The proposal guaranty check will be found in the bid proposal for iscounts will be allowed for payment as follows:  Iscounts will not be considered in determining the low bidder idder	er two or more bid proposals, to individual bid proposal. If the r: Section Numbercalendar days	proposal guaranty	e equal to the check is place)calendar day Zip Code



## **Material Proposal Schedule of Prices**



Village of  Group No				Γazewell		22-0000	00-00-GM
Group No	Ma						
Group No		aterial Proposal Sc	hedule of Pric	ces			
	. Item(s)	Delivery	Unit	Quantity	Unit F	Price	Total
-							
-							
- SEALC	ATING SECTION						
- 4	BIT MATLS SEALCOAT-CR	SP	GAL	11,875			
- 5	SEALCOAT AGG -TRAP RO	DCK	TON	281			
- 5X	MANHOLE/VALVE/INLET		EACH	25			
-							
- FOG CO	AT SECTION						
- 8	FOG COAT (MIN 0.17 GAL/	SQ YD)	SQ YD	37,042			
- 8A	BLACK SAND (MIN 0.25 LB		SQ YD	37,042			
7	(EQUAL TO OR EXCEED!	NG AGGŔEGA					
- 9	TRAFFIC CONTROL-PRO		LSUM	1			
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Add Row							
Add Row  The unders Illinois, nor	igned firm certifies that it has not been that the firm made an admission of guilt	convicted of bribery	or attempting	to bribe an office	er or emplo	oyee of th	ne State of
the firm con	nmitted bribery or attempted bribery on The undersigned firm further certifies th iolation of State laws prohibiting bid-rig	behalf of the firm a nat it is not barred fr	nd pursuant to om contracting	the direction or a	authorizat	ion of a re	esponsible o
Signature of	Bidder						Date
Address		C	ity			State	Zip Code



## Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
Village of Morton	Tazewell	22-00000-00-GM
WE,		as PRINCIPAL, and
		as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereaf price, or for the amount specified in the proposal documents in effect of bind ourselves, our heirs, executors, administrators, successors, and a instrument.  WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION OBLIGATION OF THE FOREGOING OBLIGATION OF THE FOREGOING OBLIGATION OBLIGATI	an the date of invitation for bids, assigns, jointly pay to the LPA the ATION IS SUCH that, the said Pruction of the work designated and ded to the PRINCIPAL by the Lip a formal contract, furnish surety be coverage, all as provided in the then this obligation shall become detected to the provided in the said to enter into a formal contract of through its awarding authority shall attorney fees, and any other east sail attorney fees.	whichever is the lesser sum. We is sum under the conditions of this RINCIPAL is submitting a written is the above section. PA for the above designated section y guaranteeing the faithful ne "Standard Specifications for Road e void; otherwise it shall remain in in compliance with any shall immediately be entitled to expense of recovery.
respective officers this of		me men ament to see engine a ey anem
Day Month and Year  Princi	inal	
Company Name	Company Name	
Signature Date	Signature	Date
By:	By:	
Title	Title	
(If Principal is a joint venture of two or more contractors, the company r	names, and authorized signature	es of each contractor must be
affixed.) Sure	ety	
Name of Surety	Signature of Attorney-in-F	act Date
	By:	
STATE OF IL		
COUNTY OF		
, a N	Notary Public in and for said cou	nty do hereby certify that
Manager against a final visit and a final visit	habattat DDINOIDAL & CUDETY	
Insert names of individuals signing or) who are each personally known to me to be the same persons whose r		
PRINCIPAL and SURETY, appeared before me this day in person and		egoing manuficht on behalf of
instruments as their free and valuntament for the core and as	acknowledged respectively, that	at they signed and delivered said
instruments as their free and voluntary act for the uses and purposes the	l acknowledged respectively, that	at they signed and delivered said
Given under my hand and notarial seal this day of	l acknowledged respectively, that herein set forth.	at they signed and delivered said
	l acknowledged respectively, that herein set forth.  Month and Year	
Given under my hand and notarial seal this day of	l acknowledged respectively, that herein set forth.	
Given under my hand and notarial seal this day of	l acknowledged respectively, that herein set forth.  Month and Year	
Given under my hand and notarial seal this day of	l acknowledged respectively, that herein set forth.  Month and Year	

Local Public Agency	County	Section Number
Village of Morton	Tazewell	22-00000-00-GM
ELECTRONIC E	BID BOND	
☐ Electronic bid bond is allowed (box must be checked by LPA if	electronic bid bond is allow	ed)
electronic bid bond ID code and signing below, the Principal is ensuring Principal and Surety are firmly bound unto the LPA under the conditions of two or more contractors, an electronic bid bond ID code, company/Bid venture.)  Electronic Bid Bond ID Code	of the bid bond as shown abo	ve. (If PRINCIPAL is a joint venture
	edinpany/brader Hame	
	Signature	Date
	Title	



### Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Morton	Tazewell	various	22-00000-00-GM
All contractors are required to complete the formula of the following deliver and install bidding graphs of the following deliver and install bidding graphs.	oups in this deliver	and install proposal.	
Illinois Department of Transportation policy, adop	oted in accordance v	vith the provisions of the Illinois Highw	vay Code, requires this contract
to be awarded to the lowest responsive and resp to all other responsibility factors, this contract or participation in apprenticeship or training program Bureau of Apprenticeship and Training, and (2) a are required to complete the following certification	deliver and install pr ns that are (1) appro applicable to the wor	oposal requires all bidders and all bid oved by and registered with the United	der's subcontractors to disclose I States Department of Labor's
1. Except as provided in paragraph 4 below, the group program, in an approved apprenticeship of its own employees.			
2. The undersigned bidder further certifies, for we time of such bid, participating in an approved, apperformance of work pursuant to this contract, est work of the subcontract.	plicable apprentices	hip or training program; or (B) will, pri	or to commencement of
3. The undersigned bidder, by inclusion in the lis Certificate of Registration for all of the types of w employees. Types of work or craft that will be su any type of work or craft job category for which the	ork or crafts in whic bcontracted shall be	h the bidder is a participant and that w included and listed as subcontract wo	vill be performed with the bidder's ork. The list shall also indicate
4. Except for any work identified above, if any bid install proposal solely by individual owners, partr would be required, check the following box, and	ners or members and	d not by employees to whom the payn	nent of prevailing rates of wages
The requirements of this certification and disclos provision to be included in all approved subcontreach type of work or craft job category that will be afterward may require the production of a copy of Labor evidencing such participation by the contrashall not be necessary that any applicable programment during the performance of the work	racts. The bidder is the utilized on the property of each applicable Coactor and any or all of am sponsor be curre	responsible for making a complete rep ject is accounted for and listed. The E ertificate of Registration issued by the of its subcontractors. In order to fulfill ently taking or that it will take application	port and shall make certain that Department at any time before or United States Department of the participation requirement, it
Bidder		Signature	Date
Title			
Address		City	State Zip Code



#### Affidavit of Illinois Business Office



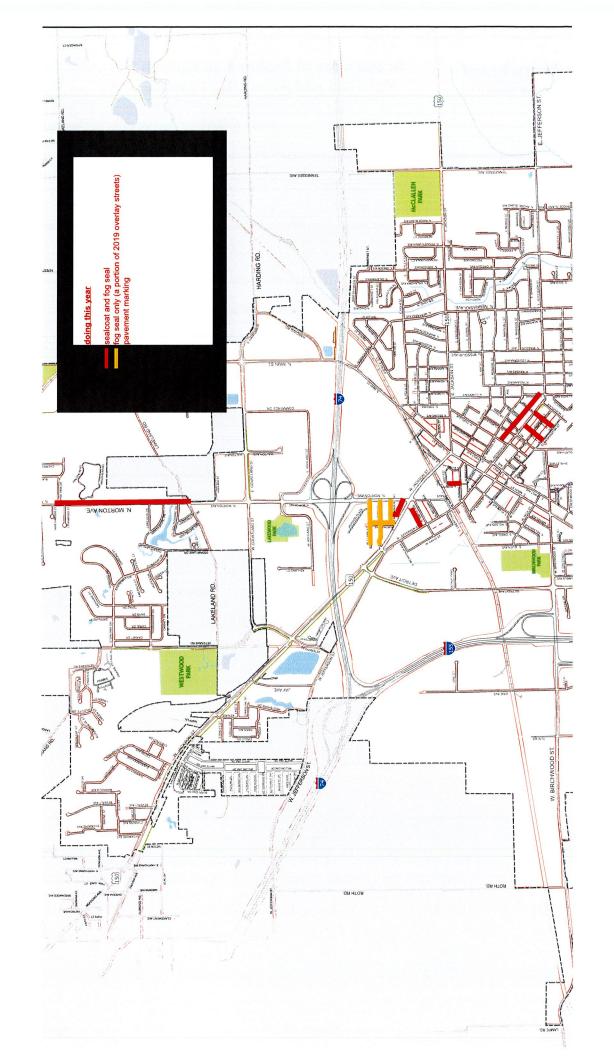
Local Public Agency	County	Street Name/Road Name	Section Number
Village of Morton	Tazewell	various	22-00000-00-GM
	. 6		
l,	of		1
Name of Affiant		City of Affiant	State of Affiant
being first duly sworn upon oath, state as follow	ws:		
1. That I am the	of		
Officer or Position	1	Bidder	<del></del>
2. That I have personal knowledge of the facts	herein stated.		
3. That, if selected under the proposal describe	ed above,	, wi	Il maintain a business office in the
,		Bidder	
State of Illinois, which will be located in	C	County, Illinois.	
	County		
4. That this business office will serve as the pri	imary place of employ	ment for any persons employed in th	e construction contemplated by
this proposal.			
C. The Addis Assistant to the control of the contro	-6 -6-6- lavv	adia Castina 20 22/0) af the Illinois F	Na ayyana a t Ca da
5. That this Affidavit is given as a requirement	or state law as provide		
		Signature	<u>Date</u>
		Print Name of Affiant	
Notary Public			
State of IL			
County			
Signed (or subscribed or attested) before me of	on	by	
	(date)		
			, authorized agent(s) of
(r	name/s of person/s)		
Bidder			
		Signature of Notary	Public
		Signature of Notary	1 42110
(SEAL)		My commission exp	ires
(GLAL)		J 11 11 21 21 41 41	~



# Acceptance of Proposal to Furnish Materials and Approval of Award



Local Public Agency	County		Street Name/Ro	ad Name	Section N	umber
Village of Morton	Tazewell		various		22-0000	0-00-GM
Bidder's Name						
Bidder's Address		City	/		State	Zip Code
In accordance with your proposal submitted	on	, а сору al	of which is in our	files, you have bee	en awarde	d the contract for
furnishing the following materials required in		N.A:		signated project. M	∕laterials sh	nall be inspected
accordance with current Departmental polic	Construction or ites.	Maintenand	ce			
Item	Unit of Me	easure	Quantity	Unit Price		Amount
				T	otal	
Terms						
Shipping Instructions						
Shipping mandedons						
For Municipal Projects						
Municipal Official Signature	Date					
		A commenter of the comm				
For County And Road District Project				ois Department of incurrence in Appro		
Highway Commissioner Signature	Date		Regional Engineer			Date
						I
County Engineer/Superintendent of Highwa	ays	l				
Signature	Date					



2 FT								
194,325 21,591,67				8,097	. 24			
109,200 N MORTON	LAKELAND	HYDE PARK	SLCT	4200	26			
			SLCT					
4,950 ALLEY BTWN 5TH - 6T ILLINOIS	ILLINOIS	6TH	SLCT	450	7		SPRAY PATCH	3.00 DAY
6,600 ALLEY BTWN 5TH - 6T 6TH	6TH	5TH	SLCT	009	11	0.55	BIT A-1 SLCT-CRSP	11,875 GAL
2,700 ALLEY BTWN 5TH - 6T 5TH	5TH	4TH	SLCT	225	12	26	SLCT AGG -TRAP RK	281 TON
3,575 ALLEY BTWN 5TH - 6T 4TH	4TH	3RD	SLCT	325	11		FOG COAT	21,592 SQ YD
							FOG CT-TR CT SPCL	1 LSUM
1							MH/VLV/INLUC/OP	25 EACH
4						2019	FOG COAT	15,450 SQ YD
5,600 PEORIA	PERSHING	WAGLER	BIT	400	14			
11,000 MCDONALD'S ALLEY	MORTON	ALEXANDER	BIT	200	22			
20,800 5TH	JEFFERSON	WASHINGTON	SLCT	650	32			
20,800 6TH	JEFFERSON	WASHINGTON	SLCT	650	32			
ı								
9,100 MAPLE ST ALLEY	JEFFERSON	JACKSON	SLCT	700	13			
PAVT MARKING REMOVAL AND REPLACEMENT TO BE COMPLETED BY CONTRACTOR	VAL AND REPLA	CEMENT TO BE	COMPLE	TED BY C	ONTRA	CTOR		
139,050 FOG COAT-2019 STREETS	ETS							
46,200 CLARK ST	MORTON AVE	CUL-DE-SAC	BIT	1400	33	15,450		
44,550 W BOND ST	MORTON AVE W JACKSON S	W JACKSON ST	BIT	1350	33			
25,200 W ALEXANDER ST	MORTON AVE	MORTON AVE MCARTHUR AVE	BIT	200	36		:	
23,100 MCARTHUR AVE	W JACKSON ST	END	BIT	700	33			

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#### 1-24-2: MINIMUM INSURANCE REQUIREMENTS

- (A) APPLICABILITY: The provisions of this section shall apply to all independent contractors who enter into contracts with the Village of Morton for the performance of labor and/or services for the Village of Morton on or after April 1, 2018, except those independent contractors whose written agreement with the Village of Morton provides for lessor or different insurance requirements and further excluding contractors providing professional services to the Village who shall be required to maintain such professional liability insurance as may be required by the Village of Morton from time to time.
- (B) ADDITIONAL INSURED: Independent contractors shall provide a Certificate of Insurance to the Village of Morton which shall name the Village of Morton as an additional insured on independent contractors liability policy for claims arising out of the independent contractor's products and/or completed operations or made by their employees, agents, guests, customers, invitees or subcontractors, which liability insurance policy shall be the primary insurance in the event of a covered claim or cause of action against the Village of Morton and on a noncontributory basis.
- (C) SUBCONTRACTOR COVERAGE: Independent contractors shall be required to verify that all subcontractors maintain general liability insurance, workers compensations insurance and automobile liability insurance as required by this Section. All subcontractors proof of insurance shall include a per project aggregate limit for its commercial general liability insurance.
- (D) WAIVER OF SUBROGATION: The Village of Morton shall not waive any rights of recovery against independent contractors from damages resulting from the negligent acts of the independent contractor associated with the contract. Independent contractors policy shall include waiver of subrogation for general liability, auto liability and workers compensation coverages.
- (E) GENERAL LIABILITY INSURANCE: Any independent contractor shall maintain commercial general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence.
- (F) AUTOMOBILE LIABILITY INSURANCE: Any independent contractor shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business with the Village of Morton. Automobile liability insurance coverage shall be maintained by the contractor/service provider in the minimum amount of one million dollars (\$1,000,000.00) combined single limit.
- (G) WORKERS COMPENSATION INSURANCE: Any independent contractor of the Village of Morton shall maintain workers compensation insurance as required by law.
- (H) PROFESSIONAL ERRORS AND OMISSIONS COVERAGE: Any independent contractor who provides professional services, such as designing or planning construction projects or completing engineering or architectural drawings shall maintain professional errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000.00) with additional insured to apply in favor of the Village of Morton.
- (I) UMBRELLA INSURANCE: Any independent contractor shall maintain an umbrella insurance policy in the amount of not less than one million dollars (\$1,000,000.00) per occurrence.
- (J) THIRD PARTY EMPLOYERS LIABILITY COVERAGE: Any independent contractor shall maintain third party employer's liability coverage in the amount of not less than five hundred thousand dollars (\$500,000.00) per each employee.

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

#### SPECIAL PROVISION FOR INSURANCE

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

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

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:
Patrick N. Meyer & Associates, Inc., 15109 W Bittersweet Ct, Brimfield, IL 61517
The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



## **Special Provisions**



Local Public Agency	County	Section Number
Village of Morton	Tazewell	22-00000-00-GM
The following Special Provision supplement the "Standar	d Specifications for Road and I	3ridge Construction", adopted
		n Uniform Traffic Control Devices for
Streets and Highways", and the "Manual of Test Procedu Supplemental Specification and Recurring Special Provis govern the construction of the above named section, and Special Provisions shall take precedence and shall gover	sions indicated on the Check SI I in case of conflict with any par	heet included here in which apply to and
Contractor Information: The selected contractor within one week of being selected.  Certificate of insurance, naming the Municipals, the Contractor's insurance shall be primated.  Day and night phone numbers for the contractors.  Staging locations.	pality and the Engineer a ary for all claims regarding	s additionally insured.
The successful bidder at the time of execution proposal guaranty within 30 days of the award within the time specified or to do the work special provided in Article 108.10 of the Standard S	. Failure on the part of the cified herein will be consider	e contractor to deliver the materia
Public Safety and Convenience: The contractor the least possible obstructions to traffic and incresidents in the vicinity of the work, and to insumanner satisfactory to the Engineer. No road of the permission of the Engineer and proper gover the work shall be kept accessible to fire-fighting	convenience to the generative the protection of person street shall be closed to remnental authority. Fire	al public and the ons and property in a o the public except with
The contractor shall be responsible for notifyin utilizing a form of the attached letter and that p construction. The notification shall occur a mir corresponding street. The contractor shall not days prior to sealcoating operations commenced	parking on the street will be nimum of 24 hours prior to ify the Engineer at 309.69	oe prohibited during o construction on the
Contractor shall maintain access to driveways holidays. Contractor shall coordinate with the overnight or for extended periods.		

Local Public Agency	County	Section Number
Village of Morton	Tazewell	22-00000-00-GM

Construction Staking: Construction staking shall be the responsibility of the contractor and shall be included in the price of the contract unless otherwise noted.

Jobsite Safety: Neither the professional activities of the Engineer and/or Municipality, nor the presence of the Engineer and/or Municipality or its employees and subconsultants at the construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and/or Municipality and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The General Contractor shall be solely responsible for jobsite safety.

Schedule of Construction: Construction shall begin after the acceptance is fully executed. Coordination between this project's improvements, other contractors, and other proposed improvements will be required and the municipality will determine the best schedule.

Punch List Items: All punch list items shall be completed by the August 15 of 2022 unless additional time is granted in accordance with the specifications.

Traffic Control Plan: Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the Plans.

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the contract and no additional payment shall be allowed unless a pay item is provided.

Traffic Control shall be the sole responsibility and liability of the Contractor. Conformance with all applicable standards shall be the Contractor's responsibility. Article 105.03(b) –Traffic Control Deficiency shall apply.

The presence of temporary traffic control drawings or standards in the proposal or contract, whether a pay item or not, does not relieve the Contractor of his obligation to the public. The Contractor shall provide, if conditions warrant by the Engineer, all protection deemed necessary beyond that shown in the proposal or Special Provisions.

JULIE: Contractor shall contact JULIE at 1 800 892 0123 to locate manholes, valves, and other appurtenances within the project limits. The Contractor shall coordinate with the respective owners of such appurtenances as to whom will adjust and who will be responsible for the schedule of such adjustments. All appurtenances owned by the municipality shall be paid for at the unit price for the appurtenance adjustment. All appurtenances owned by others shall be paid for by the respective owners.

 Local Public Agency
 County
 Section Number

 Village of Morton
 Tazewell
 22-00000-00-GM

Mailboxes and Signs: Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

Seeding: Any seeding/sodding required because of disturbance by construction shall be completed under Engineer's direction. The contractor shall request the specific locations for seeding from the Engineer. Topsoil, seed, and mulch shall be required. If straw is utilized then straw must be crimped in place. Seeding shall be guaranteed to have 70% vegetative cover per square foot regardless of the planting timeframe. After proper seedbed preparation, for 2:1 or greater slopes or low velocity residential drainage channels, all disturbed areas shall be protected by properly installed double-net straw or excelsior fiber erosion control blankets. This work and all materials required to perform this work shall be included in the price of the contract.

Applying Bituminous Material and Sealcoat Aggregate This work shall conform to the applicable portions of Section 403, Bituminous Surface Treatment of the Standard Specifications and subsequent supplements and revisions, with the following exceptions or inclusions:

A steel drum roller shall be utilized for additional rolling of the material.

All vegetation shall be removed from the proposed roadways. The contractor is solely responsible for the cleanliness of the roadway. The project shall cease until the cleanliness of the roadway is to the satisfaction of the Engineer.

All sealcoating shall be completed by August 15, 2022.

Manholes, valves, and inlets shall not be sealed over; they shall remain clean and visible.

Appropriate paper shall—cover—the manholes/valves completely. Protection of the manholes, valves, and inlets shall be completed prior to the application of the bituminous material. This work, including all materials and labor, shall be included in the cost of this project.

All roadways that have been sealcoated shall maintain traffic control according to IDOT Standard BLR 18-4; signs shall be placed at intermittent public access points. All roadways that have been sealcoated shall also be posted with signs at the limits of the roadway and at intermittent public access points with the following message; "LOOSE GRAVEL" and "ROAD

Local Public Agency	County	Section Number
Village of Morton	Tazewell	22-00000-00-GM

CONSTRUCTION AHEAD". All signs shall remain at their locations until the first sweeping has occurred.

The contractor shall deposit all sweepings from the sealcoat to the Local Agency designated location if the Local Agency desires.

The low bid chip-seal contractor will have the emulsion supplier test the aggregates for compatibility and submit the results with the findings to the Engineer prior to the work.

This work and all materials required to perform this work shall be paid for at the contract unit price per ton for SEALCOAT AGGREGATE of the type specified and per gallon for BITUMINOUS MATERIALS

of the type specified by the Engineer.

Manhole/Valve/Inlet-Uncover and Open: This work shall include uncovering the paper, oil, and rock from all manholes/valves/inlets that have been covered during the sealcoat process. In addition, all manholes/valves/inlets lids/grates shall be opened in order to ensure no lids have been sealed.

This work and all materials required to perform this work shall be paid for at the contract unit price per each for MANHOLE/VALVE/INLET-UNCOVER AND OPEN.

Fog Coat: This work shall conform to the applicable provisions of BDE Check Sheet 80426 except as noted in the BDE specification and as follows.

The three materials listed below and described hereafter shall be permitted as accepted materials for Fog Coat.

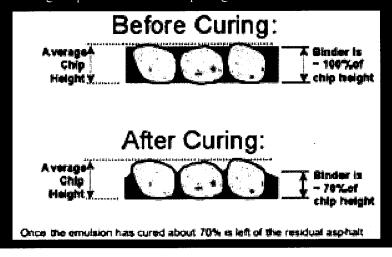
Chip-Lock

NTEA

GSB

This work and all materials required to perform this work shall be paid for at the contract unit price per sq yd for FOG COAT.

EACH SECTION ABOVE MAY BE BID SEPARATELY; I.E. SEALCOATING SECTION MAY BE BID SEPARATELY WITHOUT BIDDING THE FOG COAT SECTION, ETC. The quantity for rock and oil are estimated quantities. Types of materials, equipment, and application affects the rates of the materials. The application rates for materials reflected in the quantities arre a maximum rate. This ensures that the local agency will not go over budget. The contractor can alter the application rate given the materials, equipment, and application in order to achieve cured oil coverage equal to 70% of chip height.



## STEP 2 of 3

Company
Name, Address, Contact Information, Logo

A form of this letter shall be handed out to all properties bordering the street to be sealcoated. The letter shall be delivered 24 hours prior to the sealcoat application. Failure to notify residents within these requirements shall constitute a \$100 per property fine.

# YOUR STREET Will Be Sealcoated (oil and chip)

## **Treatment Dates:**

# Day of the Week, Month, Day

(or the next business day or two if delays occur)

#### **POINTS TO REMEMBER:**

- 1) Your road will NOT be closed. You will have access in and out all day. We recommend not turning sharply with your vehicles tires.
- 2) Please remove any parked vehicles on or near the pavement between the hours of 7 a.m. and 6 p.m.
- 3) If you have a special event or situation (garage sale, reception/ party, appointment, etc) call name and cell phone # to see if other arrangements can be made.
- 4) Rain or equipment problems may delay the work until the following few business days.
- 5) There will be loose rock for approximately 2 to 4 weeks. Please drive slowly. After that the loose rock will be swept and the next application will be applied.

Thank you for your cooperation.

Direct Contact Information that can be reached 24 hours 7 days per week

This is step 2 of 3 for improving your roadway. After this process is completed, the next process will start in approximately 2-4 weeks.

# STEP 3 of 3

Company
Name, Address, Contact Information, Logo

A form of this letter shall be handed out to all properties bordering the street to have GSB applied. The letter shall be delivered 48 hours prior to GSB application. Failure to notify residents within these requirements shall constitute a \$100 per property fine.

# YOUR STREET Will Be Treated With a liquid Road Preservation Product

# **Treatment Dates:**

Day of the Week, Month, Day

(or the next business day or two if delays occur)

#### POINTS TO REMEMBER:

- 1) Your road will NOT be closed. You will have access in and out all day. We recommend not returning into your driveway (unless necessary) until the product is dry, usually 1-2 hours after it is applied to your street.
- 2) Please remove any parked vehicles on or near the pavement between the hours of 7:30 a.m. and 5 p.m.
- 3) If you have a special event or situation (garage sale, reception/ party, appointment, etc) call name and cell phone # to see if other arrangements can be made.
- 4) Rain or equipment problems may delay the work until the following few business days.
- 5) When you see cones on street, one side of street is still wet. DO NOT DRIVE ACROSS WET treatment into your driveway as you will track wet product onto your driveway. Wait until cones are picked up and you will not cause yourself clean-up issues on your driveway.

Thank you for your cooperation.

Direct Contact Information that can be reached 24 hours 7 days per week

#### WHY IS THIS NEEDED?

Preventative maintenance dollars spent now will reflect in our roads lasting longer over the next several years. This treatment can be compared in concept to staining a wood deck to prevent it against sun and water damage. Asphalt requires these same protective precautions to extend the life of the pavement.

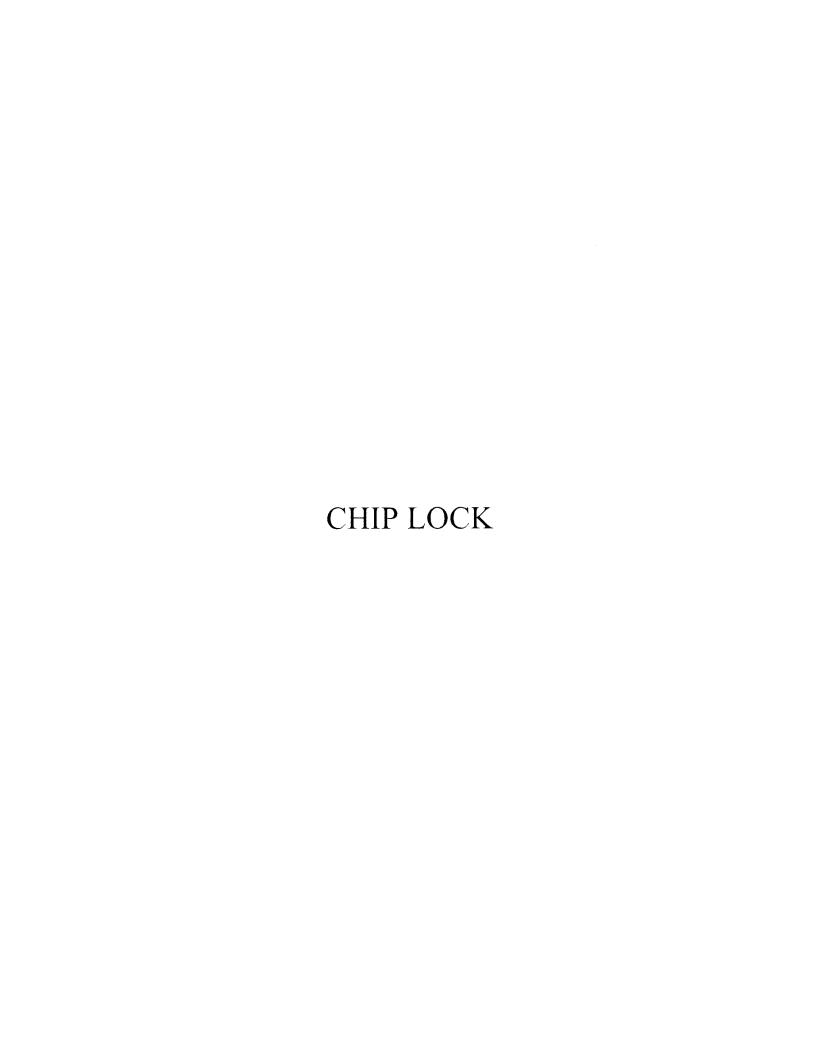
This is step 3 of 3, the final step for improving your roadway.

Thank you for your patience.

# FOG COAT SPECIAL PROVISION

The following materials listed and detailed in this special provision shall be permitted for use with the FOG COAT pay item. These Pay items shall be paid with MFT Funds:

- Chip-Lock
- NTEA
- GSB



**Description:** This work consists of preparing and treating a chip and seal surface surface with a specialized anionic chip-lock asphalt emulsion.

Material: Conform to the following typical physical properties:

Parameter	AASHTO Test Method	MIN	MAX
Soybolt Furol Viscosity, SFS @ 77°F	T59	0	25
Settlement, % Max.	T59		5
Residue by Distillation, %	T59	27	35
Oil Distillate, %	T59		1
Sieve Test, %	T59	<u>-</u> -	0.3
Test on Residue			
Penetration, @ 77°F	T49	and the same of th	40
Solubility, %	T59	97.5	

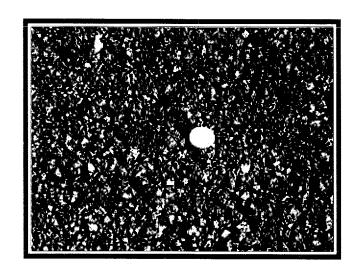
Note: Product should not contain filler such as clay, etc.

**Weather Limitations:** Do not apply the asphalt material if the surface temperature is below the minimum placement temperature for the pavement course to be placed. Note: Subject to damage if frozen.

**Preparation of Surface:** Ensure that the surface is thoroughly clean and dry when the asphalt materials is applied.

Application of Asphalt Material: Uniformly apply the asphalt materials with a distributor. Surface to be clean and dry. Nozzle spray pattern should be identical to one another along the distributor spray bar. The angle of the nozzle should be a 15-30 degree angle to the spray bar axis to maximize overlap. Chip-Lock should be applied at a rate of .1-.3 gallons per square yard. Recommended application temperature is 150°F to 180°F. For irregular areas such as driveways and intersections, apply the asphalt material using a method the Engineer approves. Apply the chip-lock in a manner that offers the least inconvenience to traffic and that allows one-way traffic without pickup or tracking. The Engineer and Manufacturer's Representative will approve the quantity, rate of application, temperature, distributor settings and areas to be treated before application of the chip-lock. Please contact the manufacturer representative for distributor settings and spray nozzles.







#### **Chip Grip Fog Seal Special Provision**

#### Description.

This special provision covers the requirements for applying a fog seal to a chip seal surface. The fog seal will provide extra binder around the aggregates to prevent dislodging, reduce dust created by traffic driving on an uncoated aggregate surface and create a uniform, black wearing surface that helps delineate traffic markings.

#### Materials.

The asphalt material shall be in accordance with the following table.

Tests on Emulsion	Test Method	Requirement
Viscosity, 77°F, Saybolt Furol Seconds	AASHTO T 72	50 max
Sieve Test, %	AASHTO T 59	0.3 max
Residue by distillation*, %	AASHTO T 59	30 min
Oil Distillate by volume of emulsion, %	AASHTO T 59	1.0 max
Tests on Residue		<del></del>
Pen 77°F, 100g, 5 Sec., dmm	AASHTO T 49	40 max
Solubility in TCE, %	AASHTO T 44	97.5 min

<sup>\*300</sup>g of emulsion may be used to obtain enough residue for testing

#### Construction Requirements.

A pressure distributor shall be used to apply <u>Chip Grip</u> within a certain range of application rates. The distributor shall be capable of recirculating material for mixing and agitation purposes. The distributor shall be capable of heating the <u>Chip Grip</u> to a temperature of at least 180 degrees Fahrenheit. The distributor shall be equipped with appropriate spray nozzles for the specified application rates and provide uniform coverage.

The contractor may use a portable storage unit or transfer trailer with mixing and heating capabilities to transport larger quantities of material to the job site.

Consult with the manufacturer for recommended storage conditions and storage life.

#### Surface Preparation.

Prior to the application of the <u>Chip Grip</u>, the Engineer shall ensure the application area is free of debris and surface moisture. The Engineer will determine if the moisture under the surface will delay construction based on the amount of and time since the last rain. The area may be cleaned by sweeper/vacuum truck, power broom, air compressor or hand to the satisfaction of the Engineer.

#### Application.

For chip seal applications with aggregate size of 3/8" or greater, the application of <u>Chip Grip</u> shall be at a rate between 0.05 to 0.08 gallon per square yard. After the first application is set to where

driving on the newly applied surface does not track or pick up on the tires, apply a second application in the same area at a rate in the same range, 0.05 to 0.08 gallon per square yard, in the opposite direction. The rates may be adjusted by the Engineer if coverage is not complete.

Material may be dispensed through a pressure feed hand wand attached to a portable storage unit or pressure distributor provided temperature is maintained and application rate can be accurately measured.

#### Acceptance.

Provide a Bill of Lading to the Engineer for every tanker or distributor supplying material to the project.

The material will be deemed acceptable if the chips in the chip seal are fully covered and the material does not track under traffic.

#### Method of Measurement.

Chip Grip will be measured by the square yard (sy).

#### Basis of Payment.

<u>Chip Grip</u> will be paid for at the contract unit price per square yard (sy).

Pay Items	Pay Unit Symbol
Chip Grip, Fog Seal Emulsion	xxx

GSB

### GSB-88 Rejuvenating Sealer and Binder

**Product Description:** GSB-88 Emulsified Sealer/Binder is a chemically engineered asphalt pavement binder comprised of a cationic emulsion of Gilsonite ore and specially selected plastisizers. This chemical colloid stabilized emulsion has been specifically formulated for sealing city streets, county roads, airport runways, airport taxiways, and airport parking aprons and asphalt parking lots. GSB-88 Emulsified Sealer/Binder provides a durable, yet flexible topcoat, while special plastisizers and oils penetrate and rejuvenate asphalt pavements. The result is an emulsified seal coat that restores vital components to asphalt pavements lost during the aging and oxidation process. The Gilsonite seal proves a longwearing anti-oxidative seal for the surface of the asphalt pavement. GSB-88 Emulsified Sealer/Binder beautifies asphalt pavements by drying to an absolute black color.

### **Section I. Product Specification**

Specifications for Rejuvenating Sealer & Binder Ready To Apply:	Method	Specification
Saybolt Viscosity at 77 F (25 C)	ASTM D-244	10-50 SEC
Residue by distillation, or evaporation		28% to 38%
Pumping stability test (2)		PASS

Tests on Residue from Distillation or Evaporation:	Method	Specification
Viscosity at 275 F (135 C)	ASTM D-2170	1750 CTS MAX.
Total distillate recovered by 680 F (360 C)		20% MAX.
Vapor pressure of distillate at 760 mmhg, 0 C (3)		0.1 mmhg MAX.
Solubility in 1,1,1 Trichloroethylene	ASTM D-2042	97.5% MIN.
Penetration	ASTM D-5	50 dmm MAX.
Asphaltenes	ASTM D-2007	15% MIN.
	ASTM D-2007	15% MAX.
Saturates		
Polar Compounds	ASTM D-2007	25% MIN.
Aromatics	ASTM D-2007	15% MIN.

- (1) pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, bituminous emulsions.
- (2) Pumping stability is tested by pumping 1 pint, (475 ml) of rejuvenation sealer and binder-88 diluted 1 part concentrate to 1 part water, at 77 F (25 C), through a ¼ inch gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.
- (3) Vapor pressure is the pressure exerted when a liquid or solid is in equilibrium with its own vapor. Organic distillates with a vapor pressure of 0.1mm of mercury or less are not considered to be volatile organic compounds.
- (4) Base stock for the rejuvenating sealer and binder-emulsion shall be a homogenous mixture of Gilsonite select rejuvenation oils and select plastisizers.

### 1.0 Aggregate Sand Specification

1.1 Shall be a fused ferro-alumino-silicate of complex composition. Free of clay and organic matter. Material to be of a consistent chemistry and specific gravity to provide high breakdown resistance.

### 2.0 Specifications for Aggregate

- 2.1 Free silica shall be less than 0.1%
- 2.2 Shall be chemically inert
- 2.3 Particles shape to be fractured rough angular particles
- 2.4 Moh's Mineral Hardness Scale 6-7 Moh's
- 2.5 Sand to be black in appearance
- 2.6 Material to be moisture free & non-absorbing

### 3.0 Equipment

- 3.1 The rejuvenating sealer and binder shall be applied using a standard bituminous distributor that is properly modified to apply the aggregate and sealer-binder in a one continuous one step operation. The equipment must be in good working order and contain no contaminants or dilutants in the tank. Distributor bar tips must be clean, free of burrs, and adjustable for regulated flow. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure for leaks and to insure it is in working order prior to use.
- 3.2 The sanding unit for application of sand must be permanently attached to the distributor truck. It is imperative that the sanding be done immediately upon application of the material to the asphaltic surface. Separate truck sanding operations will not be acceptable.
- 3.3 Edging and return areas require the same application rate as the main traffic flow areas. These areas require a smaller mechanized application vehicle. This cart is capable of cutting edges and curved areas at the same application rate as the main distributor truck.

### 4.0 Surface Preparation

- 4.1 Preparation of Pavement Surfaces
- 4.1.1 Repair and patching of all major pavement defects shall be completed prior to application. Just before applying, clean the asphalt surface of all loose dust, dirt, and other debris. All cracks, other than hairline cracks, shall be filled with a suitable bituminous crack sealer. This may be done before or after application. Crack sealing is not part of this specification and not included in this bid project.

### 5.0 Application

- 5.1 Rate of Application
- 5.1.1 Rate of application shall be determined by the texture, porosity, and age of the asphalt pavement to be sealed. The rate of application can vary from 0.10 to 0.18 gallons per square yard. The average rate will generally be from 0.12 to 0.15 gallons per square yard. The optimum application rate shall be determined by the owner.

### 5.2 Application Precautions

5.2.1 Product shall not be applied to wet or damp pavement surfaces. Do not apply during rainy or damp weather, or when rain is anticipated within four to eight hours after application is completed. Pavement surface temperatures shall be 40 degrees F (4 C) and rising. Traffic shall not be allowed on the roadway surface until the rejuvenating sealer and binding agent has penetrated and fully cured.

### 6.0 Sanding

6.1 The surface texture of the pavement to be sealed shall be checked prior to application of rejuvenating sealer and binder to determine amount of sanding required. Sanding shall be done immediately following application using a sanding unit permanently attached to the distributor truck. Excess sand shall be swept or vacuumed from the pavement within 24 hours of the pavement reopening to pedestrian or vehicular traffic. Skid resistance testing shall be performed prior to application of rejuvenating sealer and binder. The optimum rate of sand application to be determined by owner.

### 7.0 Storage and Handling Instructions

7.1 GSB-88 Emulsified Sealer/Binder may be stored and handled like any standard asphalt emulsion. Vertical storage tanks are recommended. The storage tank should be equipped with a slow revolution mechanical agitator. Hot water heating coils, or electrical heaters are required in colder climates to prevent the emulsion from freezing. Positive displacement gear pumps should be used to transfer and apply GSB-88 Emulsified Sealer/Binder materials. Storage and handling temperatures are 100 degrees F (38 C) to 160 degrees F (71 C). GSB-88 Emulsified Sealer/Binder should be protected from freezing, or whenever the outside temperature drops below 40 degrees F) 4 C) for prolonged time periods.

### 8.0 Cure Time

8.1 Under normal conditions, cure time for rejuvenating sealer and binder is two to eight hours. Sheltered or shady areas may require longer cure times. Spread blotter material if the rejuvenating agent fails to penetrate. Traffic shall be maintained until material is fully cured.

### 9.0 Striping

9.1 Striping, if necessary, shall be performed by others.

### 10.0 Clean Up

10.1 GSB-88 Emulsified Sealer/Binder that has not dried may be cleaned up with water. Dried GSB-88 may be removed with degreasing solvents. GSB-88 should be removed from skin using hand cleaners and skin creams.

### 11.0 Notification

11.1 The Contractor shall handle all residential notification. This will entail posting resident notification flyers 24-48 hours before actual work begins. The notification shall detail the GSB-88 process (including the limited access to driveway during cure time) along with the onsite operations manager's contact number for any questions or issues that might arise.

### 12.0 Maintenance

11.1 Under normal wear and tear, a single application of GSB-88 Emulsified Sealer/Binder, properly applied, should not require reapplication for up to three years. Reapplications should be at the recommended rates. Regular preventative maintenance can extend the life of pavement indefinitely.

### 13.0 Applicator Experience:

- 12.1 GSB-88 shall be applied by an experienced applicator of such material. The applicator shall have a minimum of three (3) years experience in applying GSB product. The applicator must submit a list of three (3) projects on which similar work has been applied. Included on the list will be project name, contact, phone number of contact and project date.
- 12.2 Contractor shall be manufacturer authorized and approved as an applicator of GSB-88 Emulsion Sealer/Binder, using manufacturer approved installation equipment. The contractor shall be versed in proper shipping, handling, dilution, and application processes for GSB-88.

### 14.0 Manufacturers Representative

- 13.1 The manufacturer shall be notified in order to provide the engineer with recommended procedures. A manufacturer representative shall also be present during application. For more info regarding GSB-88 Emulsified Sealer/Binder please call the manufacturer's representative/distributor.
- 13.2 GSB-88 Emulsified Sealer/Binder will penetrate the surface of any asphalt pavement sufficiently to bind together the top aggregate and become a part of the existing pavement whenever the pavement is clean and dry. Depth of penetration into the pavement is determined by the porosity of the pavement, application rate, pavement temperature and product viscosity and temperature.
- 13.3 GSB-88 Emulsified Sealer/Binder will preserve and protect asphalt pavement regardless of traffic abrasion. Even after the surface coating has worn off there will be sufficient Gilsonite compound around the surface aggregate and in the top asphalt to assure superior binding, sealing and preserving performance.

### 15.0 Method of Measurement

14.1 The quantity of GSB-88 Emulsified Sealer/Binder to be paid for will be the number of square yards of material actually applied and accepted by the Local Agency as complying with the plans and specifications.

### 16.0 Basis of Payment

15.1 Payment will be made at the contract unit price per square yard for GSB-88 Emulsified Sealer/Binder. This price will be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item, including the furnishing and placing of sand and any other work necessary to complete this item.

**PRE-CONSTRUCTION MEETING:** A pre-construction meeting for this Section is required.

**WEIGHT LIMITS:** Legal weight limits are to be observed on Local Agency roads at all times.

**TIME SCHEDULE:** The specified completion date for this project is September 15 of the current year.

# END OF FOG COAT SPECIAL PROVISION

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10	11.55	5.6	8.55	8.45	7.25	8.65	8	6	6.87	10.66	6.67	10.66	10.35	10.35	10.35	10.35	12.65	0	11.65	12.65	12.65	12.65	12.65	12.65	12.65	12.65	10.35
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1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	7
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32.22	36.1	38.2	33.46	34.04	39.5	29.91	35.57	31	33.47	36.82	45.62	36.82	34.1	31.78	34.02	34.02	37.06	36.67	37.85	38.2	39.21	29.65	30.08	30.28	30.56	31.37	3/ 1
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8/15/2018 Tazewell OPERATING ENGINEER	8/15/2018 Tazewell PAINTER	8/15/2018 Tazewell PAINTER SIGNS	8/15/2018 Tazewell PILEDRIVER	8/15/2018 Tazewell PILEDRIVER	8/15/2018 Tazewell PIPEFITTER	8/15/2018 Tazewell PLASTERER	8/15/2018 Tazewell PLUMBER	8/15/2018 Tazewell ROOFER	8/15/2018 Tazewell SHEETMETAL WORKER	8 Tazewell SiGN HANGER	8/15/2018 Tazewell SPRINKLER FITTER	8/15/2018 Tazewell STEEL ERECTOR	8/15/2018 Tazewell STONE MASON	8/15/2018 Tazewell TERRAZZO FINISHER	8/15/2018 Tazewell TERRAZZO MASON	8/15/2018 Tazewell TILE MASON	8/15/2018 Tazewell TRUCK DRIVER	8/15/2018 Tazawali THICKDOINTER									
8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	8/15/2018	0/15/2010



### **Check Sheet for Recurring Special Provisions**



Local Public Agency C	County	Section Number
VILLAGE OF MORTON	TAZEWELL	22-00000-00-GM

☐ Check this box for lettings prior to 01/01/2022.

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

### Recurring Special Provisions

Chec	k Sheet #	Reference Page No.
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5	Required Provisions - State Contracts	20
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7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
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9	Construction Layout Stakes	29
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11	Subsealing of Concrete Pavements	34
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27	Restoring Bridge Approach Pavements Using High-Density Foam	86
28	Portland Cement Concrete Inlay or Overlay	89
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Local Public Agency	County	Section Number
VILLAGE OF MORTON	TAZEWELL	22-00000-00-GM

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

### Local Roads And Streets Recurring Special Provisions

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LRS 6		Bidding Requirements and Conditions for Contract Proposals	106
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LRS 15	$\Box$	Partial Payments	132
LRS 16		Protests on Local Lettings	133
LRS 17	$\square$	Substance Abuse Prevention Program	134
LRS 18		Multigrade Cold Mix Asphalt	135
LRS 19		Reflective Crack Control Treatment	136

### BDE SPECIAL PROVISIONS For the January 21, 2022 and March 11, 2022 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

Fil	e Name	#		Special Provision Title	Effective	Revised
*	80099	1		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192	3		Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
*	80426	5		Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6	$\sqcap$	Blended Finely Divided Minerals	April 1, 2021	·
	80241	7	Ħ	Bridge Demolition Debris	July 1, 2009	
	50261	8	Ħ	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50481	9	П	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50491	10	Ī	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50531	11	Ħ	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80384	12		Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198	13		Completion Date (via calendar days)	April 1, 2008	, , ,
	80199	14	Ħ	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293	15	Ħ	Concrete Box Culverts with Skews > 30 Degrees and	April 1, 2012	July 1, 2016
	00200			Design Fills ≤ 5 Feet		<b>y</b> - <b>,</b>
	80311	16	П	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80261	17	Ħ	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	18	Ħ	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
	80029	19	Ħ	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
	80229	20	Ħ	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
*	80433	21	Ħ.	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
*	80422	22	đ	High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
*	80442	23	Ħ.	Hot-Mix Asphalt - Start of Production	Jan. 1, 2022	,
*	80438	24		Minois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
*	80411	25	Ħ	Luminaires, LED	April 1, 2019	Jan. 1, 2022
*	80045	26	Ħ	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80418	27	H	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
*	80441	28		Performance Graded Asphalt Binder	Jan. 1, 2022	1101. 1, 2020
	80430	29		Portland Cement Concrete – Haul Time	July 1, 2020	
*	34261	30		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80395	31		Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	our. 1, Zozz
*	80340	32		Speed Display Trailer	April 2, 2014	Jan. 1, 2022
*	80127	33	Ī	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	34		Subcontractor and DBE Payment Reporting	April 2, 2018	ours is Lozz
	80391	35		Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	36		Submission of Payroll Records	April 1, 2021	April 1, 2010
*	<b>80437</b>		Н	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
	80410	38	H	Traffic Spotters	Jan. 1, 2019	Jan. 1, ZUZZ
*	20338	39	H		Oct. 15, 1975	Sept. 2, 2021
		40	H	Training Special Provisions Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
*	80318		H.			
	80429	41		Ultra-Thin Bonded Wearing Course	<b>April 1, 2020</b> Nov. 1, 2021	Jan. 1, 2022
	80439	42	님	Vehicle and Equipment Warning Lights		
	80440	43	님	Waterproofing Membrane System	Nov. 1, 2021	Nov. 1, 2021
		44 45		Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	45 46		Work Zone Traffic Control Devices	Mar. 2, 2020	
	80071	46	Ш	Working Days	Jan. 1, 2002	

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

File Name 80425	Special Provision Title Cape Seal	New Location(s)	Effective	Revised
80387	Contrast Preformed Plastic Pavement Marking	Sections 405, 1003	Jan. 1, 2020	Jan. 1, 2021
80402	Disposal Fees	Articles 780.08, 1095.03 Article 109.04(b)	Nov. 1, 2017	
80378	Dowel Bar Inserter	Articles 420.03, 420.05, 1103.20	Nov. 1, 2018	Jan. 1, 2018
80421	Electric Service Installation	Articles 804.04, 804.05	Jan. 1, 2017	Jan. 1, 2010
80421	Emulsified Asphalts	•	Jan. 1, 2020	
80423	Engineer's Field Office and Laboratory	Article 1032.06	Aug. 1, 2019	
80423 80417		Section 670	Jan. 1, 2020	
	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 Case I
- Building Removal Case II
- Building Removal Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

### **COMPENSABLE DELAY COSTS (BDE)**

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

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
  - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
  - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
  - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
  - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.
    - Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).
  - (2) Major Delay. Labor will be the same as for a minor delay.

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

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

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

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

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

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

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

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

	One Clerk
Over \$50,000,000	One Project Manager,
	Two Project Superintendents,
	One Engineer, and
	One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

### **WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ......1106.02"

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

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

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

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

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

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

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

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

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

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

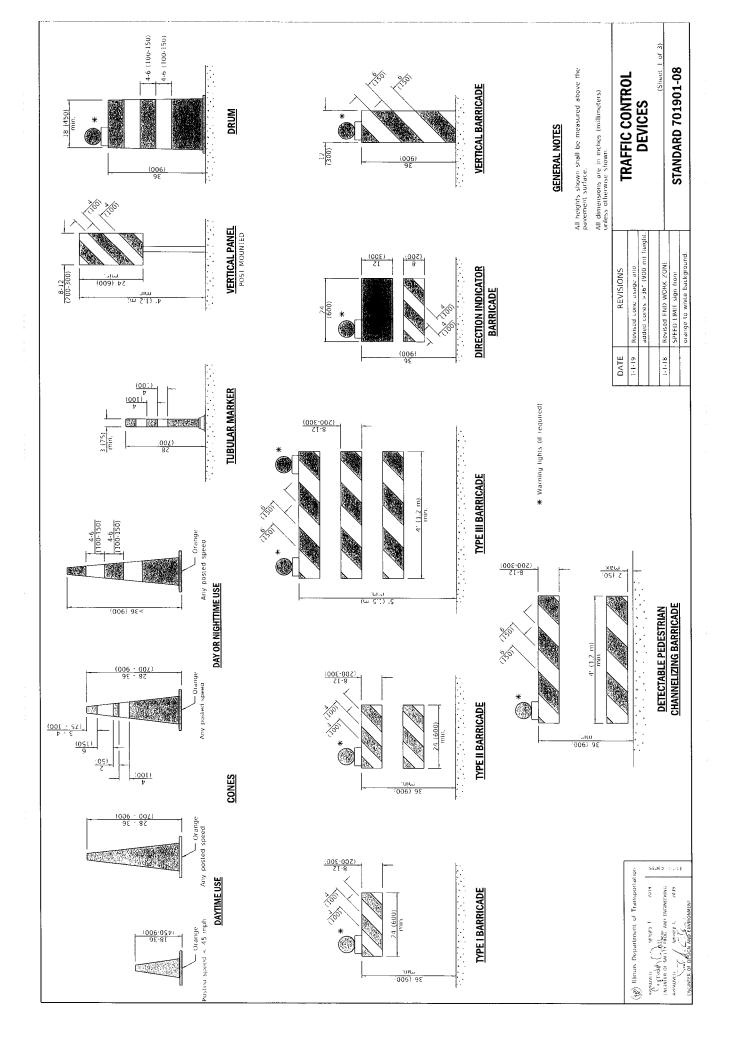
Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested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

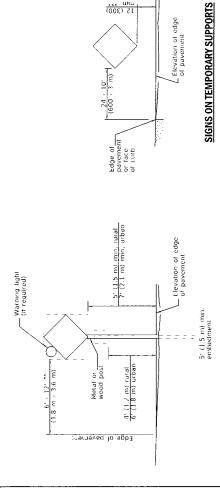
For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

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

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

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."



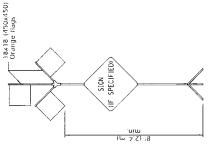


# Elevation of edge of pavenient

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

•• When curb or paved shoulder are present this dimension shall be 24 (600) to the lace of curo or b' (1.8 m) to the outside edge of the paved shoulder.

POST MOUNTED SIGNS



12 (300)

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

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

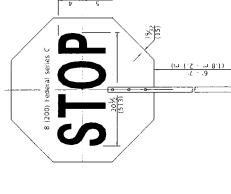
END CONSTRUCTION G20-I105(0)-6024

ROAD CONSTRUCTION NEXT X MILES G20-I104(0)-6036 TND CONSTRUCTION sign shall be erected at the end of the jab unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane nighways.

**WORK LIMIT SIGNING** 

# HIGH LEVEL WARNING DEVICE

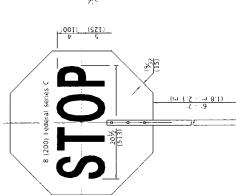


X MILES

AHEAD

WIDTH

MAX



FRONT SIDE

XXI-XX" width and X miles are variable.

WIDTH RESTRICTION SIGN

W12-1103-4848

REVERSE SIDE

W21-III5(0)-3618

WORK

R2-1-3648

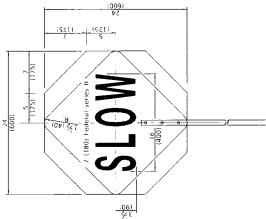
SPLLD × K10-1108p-3618 \*\*\*\*

PHOTO LNFORCED

R2-1106p-3618

SXXX FINE MINIMUM

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



## HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

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

G20-I103-6036

WORK ZONF

QN.

SPEED LIMIT

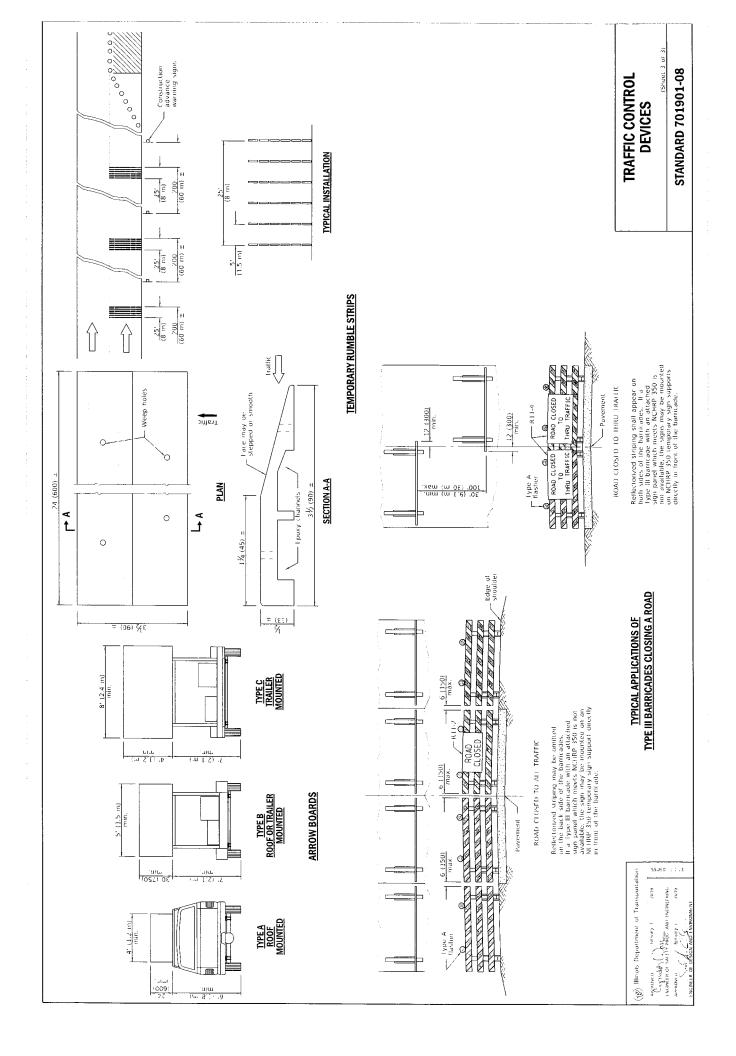
\*\*\*\* R10-1108p shall only be used along roadways under the juristiction of the State.

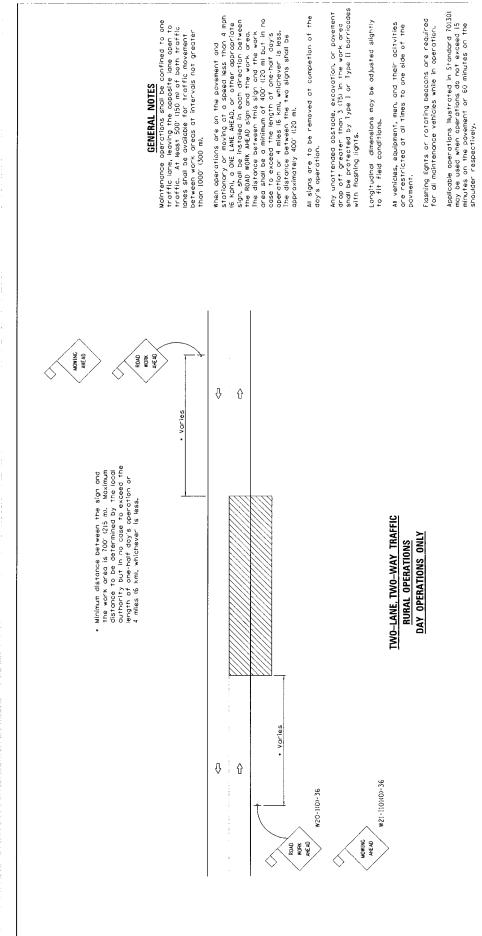
## TRAFFIC CONTROL DEVICES

STANDARD 701901-08

FLAGGER TRAFFIC CONTROL SIGN

(g) Illinois Department of Transportation APPROVED TO SAFETY PROCE AND ENGINEERING APPROVED.





### SYMBOLS



Work area

Sign with 18×18 (450x450) min, orange flag attached.

 $\Diamond$ 

### TYPICAL APPLICATIONS

All warning signs shall have minimum dimensions of 36x36 (900x900) and have black legend on an orange reflectorized background.

Applicable operations illustrated in Standard 701301 may be used when operations do not exceed 15 minutes on the povement or 60 minutes on the

shoulder respectively.

Flashing lights or rotating beacons are required for all maintenance vehicles while in operation.

are

When fluorescent signs are used, orange flags

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

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

Any unattended obstacle, excavation, or pavement drop off greater than 3 (75) in the work area shall be protected by Type I or Type II barricades with flashing lights.

Longitudinal dimensions may be adjusted slightly to fit field conditions.

All vehicles, equipment, men, and their acitvities are restricted at all times to one side of the

povment.

All signs are to be removed at completion of the day's operation.

Maintenance operations shall be confined to one traffic une, leaving the apposite lane open to traffic. At least 500 ti50 m of born traffic mass shall be available for traffic movement between work areas at intervals not greater than 1000 ti50 m.

**GENERAL NOTES** 

MOWING
SPEEADING ACGREGATE
WEED SPRAYING
SURFACE WAINTENANCE
BITUMINOUS RESURFACING
GRACK PUBLIAN
SHOULDER REPAIR
CLEANING DITCHES

DAY LABOR MAINTENANCE TRAFFIC CONTROL DEVICES-

Corrected RWA sign REVISIONS

DATE

STANDARD B.L.R. 18-6

English (metric), Moved one Ceneral Note.

Switched units to

60

(a) introis Department of Transportation ENGINEER DE OCAL ROADS AND STREETS Jonoory 1. APPROVED

SSUED 1 1-9? ENGINEER OF DESIGN AND ENVIRONMENT