### If you plan to submit a bid directly to the Department of Transportation

### **PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later that 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

### **REQUESTS FOR AUTHORIZATION TO BID**

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

### WHO CAN BID?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

**ADDENDA AND REVISIONS:** It is the contractor's responsibility to determine which, if any, addenda or revisions pertain to any project they may be bidding. Failure to incorporate all relevant addenda or revisions may cause the bid to be declared unacceptable.

Each addendum will be placed with the contract number. Addenda and revisions will also be placed on the Addendum/Revision Checklist and each subscription service subscriber will be notified by e-mail of each addendum and revision issued.

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> before submitting final bid information.

### IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda Questions may be directed to the Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or Timothy.Garman@illinois.gov.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

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

**ABOUT SUBMITTING BIDS**: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated any addendum and/or revision prior to submitting their bid. Failure by the bidder to include and addendum or revision could result in a bid being rejected as irregular.

## 279

Proposal Submitted By
Name
Address
City

### Letting January 15, 2010

### NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

## Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Springfield, Illinois 62764

Contract No. 89526
PEORIA County
Section 08-00302-00-PV (Peoria)
Route FAU 6647 (Northmoor Road)
Project ARA-5093(153)
District 4 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> is included.
☐ A <u>Cashier's Check</u> or a <u>Certified</u> <u>Check</u> is included

Prepared by

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL (See instructions inside front cover)

### **INSTRUCTIONS**

**ABOUT IDOT PROPOSALS**: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

**WHO CAN BID**?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder <u>must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).</u>

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid" form, he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report will indicate the reason for denial. If a contractor has requested to bid but has not received a Authorization to Bid or Not for Bid Report, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

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

**ABOUT SUBMITTING BIDS**: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

Call

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

**Questions Regarding** 

Prequalification and/or Authorization to Bid Preparation and submittal of bids Mailing of CD-ROMS	217/782-3413 217/782-7806 217/782-7806
· ·	



**PROPOSAL** 

### TO THE DEPARTMENT OF TRANSPORTATION

Route FAU 6647 (Northmoor Road)
District 4 Construction Funds

1.	Proposal of
Ta	xpayer Identification Number (Mandatory)
	for the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 89526 PEORIA County Section 08-00302-00-PV (Peoria) Project ARA-5093(153)

Project consists of full-depth HMA pavement, curb and gutter, sidewalk, storm sewer and street lighting from 300 feet east of Sheridan Road to Knoxville Road, traffic signal modernization will take place at Knoxville Road, located in the city of Peoria.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c	Proposal <u>Guaranty</u>
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000 \$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000 \$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000 \$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000 \$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000 \$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000 \$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000 \$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000 \$900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000 \$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is	\$(	). If this proposal is accepted
and the undersigned shall fail to execute a contract bond as required herein, i	it is hereby agreed that the amount of the	e proposal guaranty shall become
he property of the State of Illinois, and shall be considered as payment of dar	mages due to delay and other causes suf	fered by the State because of the
ailure to execute said contract and contract bond; otherwise, the bid bond s	hall become void or the proposal guaran	ity check shall be returned to the
undersigned.		

### 

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

-3-

6. COMBINATION BIDS. The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

### **Schedule of Combination Bids**

Combination		Combinatio	n Bid
No.	Sections Included in Combination	Dollars	Cents

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

STATE JOB #- C-94-104-09 PPS NBR - 4-10443-0010

COUNTY NAME CODE DIST

SECTION NUMBER 08-00302-00-PV (PEORIA)

PROJECT NUMBER ARA-5093/153/000

ROUTE FAU 6647

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

ON ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/09/09 RUN TIME - 183258

- 11	0	UNIT	REE REMOV OVER 15	1002
- 11	000 X	UNI	EE REMOV 6-15	1001
- II	000 X		R PROT LIABILITY INS	04866
- II	1.000 X	EACH	MP ATTN TEMP FRN TL2	030
	00   	EAC	CB TG-1	020210
11	000 X	EAC	INLETS TG-1 DBL	020080
	1.000 X	L SUM	RAILROAD CROSSING	811100
	1,303.000 X	SQ YD	TEMP PAVEMENT	712400
	446.000 X	FOOT	ELCBL C 6 1C	324475
- II - I	861.000 X	TON	MATL TRANSFER DEVICE	322729
	191.500 X	FOOT	STORM SEW WM REQ 30	322127
	106.000 X	F00T	STORM SEW WM REQ 12	2203
- 11 11 1	4.000 X	EACH	INLET-MAN TG-1 4D	185100
	000	EACH	MAILBOX REM & RELOC	X00085
11 —	00 - - -	SQ FT	ODULAR BLOC	
UNIT PRICE TOTAL PRICE OLLARS CENTS DOLLARS C	QUANTITY D	MEASURE	PAY ITEM DESCRIPTION	I TEM NUMBER

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

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	II		141.000 X		EMP EROS CONTR SEE	800025
i	— 11 —		18.000	I NI	UPPLE WATERING	520020
		 	677.000	SQ YD	ODDING SALT TOLERANT	520011
	i		3,197.000	SQ YD	ODDING	520010
		1 1	109.000 x	OUND	ASSIUM FERT NUTR	500060
1 1 1 1	- II - I		109.000	POUND	PHOSPHORUS FERT NUTR	5000500
		1 1	109.000	OUND	NITROGEN FERT NUTR	500040
	_		6,818.00	i y	TOPSOIL F & P 6	110162
1 1 1	- II	1	450.000	SQ YD	GEOTECH FAB F/G	10010
 	- II II II II II II II II II		2,744.000	CU YD	TRENCH BACKFILL	80015
			300.000	TON	OROUS GRAN EMBANK	070011
! ! !			150.000	CU YD	REM & DISP UNS MATL	02012
 	- II	 	6,100.000	CU YD	EARTH EXCAVATION	020010
			10.00	・エ	TREE TRUNK PROTECTION	01011
	— II —		Ō	0	ORARY FENCE	20101000
PRICE RS CTS	S DOLLA	UNIT PRICE DOLLARS CENT	QUANTITY	UNIT OF MEASURE	PAY ITEM DESCRIPTION	I TEM NUMBER

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FAU 6647 08-00302-00-PV (PEORIA) PEORIA

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

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RUN TIME - 12/09/09	(1)

I TEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS CTS
00030	EMP DITCH CHECKS	F00	00		
0040	ERIMETER EROS BAR	FOOT	00	1	! ! ! ! ! ! ! ! !
000500	INLET & PIPE PROTECT	EACH	2.000	- II	1 1 1 1 1 1 1 1 1
00051	NLET FILTERS	EACH	31.000	1 1 1 1 1	1
10020	STONE RIPRAP CL A4	TON	32.000	 	1 1 1 1 1 1 1 1
200200	ILTER FABRIC	SQ YD	61.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
100100	SUB GRAN MAT A	TON	6,523.000	 	1
20010	GG SURF CSE A	TON	33.000	- 11	1
201000	AGGREGATE-TEMP ACCESS	TON	362.000		
600115	P BIT MATLS PR CT	GALLON	,388.000	 	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
600982	JRF REM BUTT JT	SQ YD	103.000		
60308	HMA BC IL-19.0 N50	TO	,411.000		1
603230	HMA BC IL19.0 N50		954.000	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
060353	MA SC "D" N		61.000	- 11	1 1 1 1 1 1 1 1 1 1
80	CIDENTAL HMA SURF	TON	41.000 ×	- 11	

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

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I TEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE	CENTS	TOTAL PRICE	CTS
013	PROTECTIVE COAT	SQ YD	1,390.000		- 41		
0200	PCC DRIVEWAY PAVT 6	SQ YD	241.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 11		i
00400	PCC DRIVEWAY PAVT 8	SQ YD	257.000		! ! !! <del></del>	1 1 2 1 3 3 3 4 4	1
00100	PC CONC SIDEWALK 4	SQ FT	16,869.000				I
00800	DETECTABLE WARNINGS	SQ FT	163.000	1 1 1 1 1 1	  -  -	1 1 1 1 1 1 1	1
00100	PAVEMENT REM	SQ YD	86.000	! ! ! ! ! !	1 1 1 	! ! ! ! ! ! !	1
00198	HMA SURF REM VAR DP	SQ YD	452,000				
00200	DRIVE PAVEMENT REM	SQ YD	1,092.000		- 11 —		1
00300	CURB REM	FOOT	431.000		- 11 <del></del>	             	ı
00600	SIDEWALK REM	SQ FT	299.000				1
02805	ISLAND REMOVAL	SQ F	341.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	- 11		ı
0011	PAVT PATCH T4 9	SQ Y	79.000		- II <del>-</del>	1 1 1 1 1 1 1	ı
0302	MA SHOULDERS 8	(Q)	72.000	1 1 1 1 1 2	l 1 1	                 	I
052	CULVERT REM SPL	FOOT	0 1		!   !   !		1
1344	ND SECTIONS 10	[TT]	1.000		- 11		 

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/09/09 RUN TIME - 183258

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS CTS
421366	RC FLAR END SEC 21	ACH	1.000		
54214503	C FL END S EQ RS 1	C	2.000		1 2 2 1 1 1 1 1
50B0330	TORM SEW CL B 2 10	00	23.500	1	
5019500	S 1 RCP CL 4 12	FOOT	262.500		1
5019600	SS 1 RCP CL 4 15	FOOT	15.500		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
5021600	SS 2 RCP CL 3 12	FOOT	457.500		1 1 1 1 1 1 1 1
5021700	SS 2 RCP CL 3 15	F00	17.000		1
5021900	S 2 RCP CL 3 21	F00T	42.00		
5022100	SS 2 RCP CL 3 27	F00T	57.000	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
5022200	S 2 RCP CL 3 30	FOOT	.000		
5022700	\$ 2 RCP CL 3 54	FOOT	378.500	1	1
5034200	S 1 RCEP S23 R14	FOOT	22.500		
5035300	S 2 RCEP S23 R14	Ō	08.500	1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
0218400	AN TA 4 DIA T1F C	AC	.000		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
60221100	AN TA 5 DIA T1F	EACH	1.000		"

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## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/09/09 RUN TIME - 183258

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS C	CTS
023620	NLETS TA T8G		00			i
030	NLETS TB T8G	EACH	2,000			
02418	INLETS TG-1	EACH	20.000			! ! !. !
0500060	REMOV INLETS	EACH	1.00		 	ı
0603	COMB CC&G TB6.06	F00T	29.000			
0603800	COMB CC&G TB6.12	FOOT	51.000			
060	COMB CC&G TB6.18	FOOT	,092.000			     
0605	COMB CC&G TB6.24	FOOT	51.000			1
0625600	ISLAND PAVEMENT 6	SQ YD	51.000			1
7000	NGR FIELD OFFICE A	CAL MO	10.000			1
7100	MOBILIZATION	L SUM	1,000			ı
01017	TRAF CONT & PROT	MUS 7	1.00			1
010680	HANGEABLE MESSAGE SN	CAL MO	10.000			
030022	TEMP PVT MK LINE 4	F00	7,605.000			
030061	P PT PAVT MK L&S	SQ FT	25.000		II <del></del>	

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## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/09/09 RUN TIME - 183258

	- 11	20.000 X		ON T 3 P	10128
1		37.000 X	Ō	CON T 2 1/2 PVC	1012700
	- II -	00 - - - -	8	CON T 2 PVC	1012600
		00 - - -	EACH	ELECT SERV INSTALL	0400100
		92.000 X	FOOT	PREF PL PM TB LINE 24	8003180
		122.000 X		PREF PL PM TB LTR-SYM	8003100
		68.000 X	FOOT	PAINT PVT MK LINE 12	150
		129.000 X	FOOT	PAINT PVT MK LINE 8	8001140
		247.000 X	FOOT	PAINT PVT MK LINE 4	8001110
	1	263.000 X	F00T	THPL PVT MK LINE 24	8000650
		377.000 X	FOOT	THPL PVT MK LINE 12	8000600
		1,216.000 X	FOOT	THPL PVT MK LINE 8	8000500
		3,378.000 X	F00	THPL PVT MK LINE 4	8000200
		256.000 X	SQ F	THPL PVT MK LTR & SYM	8000100
	- II	58.000 X	F00	TEMP CONC BARRIER	0400100
TOTAL PRICE DOLLARS CTS	JNIT PRICE	QUANTITY DI	MEASURE	PAY ITEM DESCRIPTION	I TEM NUMBER

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/09/09 RUN TIME - 183258

NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS	CENTS -	DOLLARS	STS
1018900	ON P 4 GALV	00	80.000		, ,		
330	ON P 2 PVC	FOOT	20.0				
1400100	ANDHOLE	EACH	5.000				
1400700	ANDHOLE PCC	TT	1.000				: 1
1702130	C C XLP USE 1C 6	FOOT	0.000		: 1 : 1 : 1 - 11 —		
1702140	C C XLP USE 1C 4	FOOT	50.000				
1702150	C C XLP USE 1C 2	FOOT					ı
1702450	C C XLP USE 3-1C 10	FOOT	350.00				1 1
1900200	R & BKFIL F ELECT WK	FOOT	3,371.000				
2102250	UM SV HOR MT 250W	EACH	11.000				1 1
2102400	UM SV HOR MT 400W	EACH	2.000		- II —		I I
250053	T CONT CBRCS 100-24	ACH	00		- II -		
3002300	T P A 40MH 8DA	EACH	00				1
3600300	IGHT POLE FDN 30D	00	66.000		i i - 11 —		1 1
3800105	KWY DEV TR B 11.5BC	$\circ$	11.000 X		- 11 —	1	

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE RICES RUN DATE - 12/09/09 - 89526 RUN TIME - 183258

NUMBER_	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS CENTS	DOLLARS C
730122	LCBL C SIGNAL 14 3C	F00	341.000		
1245	ELCBL C SIGNAL 14 5C	FOOT	2,041.000		
7301255	ELCBL C SIGNAL 14 7C	FOOT	790.000		. 1
7301305	ELCBL C LEAD 14 1PR	FOOT	93.000		
7502510	TS POST GALVS 17	EACH	3.000	1	
7702950	STL COMB MAA&P 44	EACH	1.000		
770451	S C MAA&P DMA 48 & 30	EACH	1.000		
7800100	CONC FDN TY A	FOOT	9.000		
7800415	ONC FDN TY E 36D	FOOT	27.000		
7900200	DRILL EX HANDHOLE	EACH	6.00		
8040070	SH P LED 1F 3S BM	EACH	4.000		
8040	SH P LED 1F 3S MAM	AC	00		
8040130	SH P LED 1F4S 1DI MAM		1.000		1
04014	SH P LED 1F 4S 1DI	AC	2.000		
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## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 89526

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/09/09 RUN TIME - 183258

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PAY ITEM DESCRIPTION   MEASURE     MEASURE	ITEM		UNIT OF	)	UNIT PRI	Ή	
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## NOTE:

- EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
- . THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
- . IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
- A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

## STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

### I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

### **II. ASSURANCES**

**A.** The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **G.** Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

### H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

### I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

### **III. CERTIFICATIONS**

**A.** The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

### C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

### D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

### E. International Anti-Boycott

- 1. Section 5 of the International Anti-Boycott Certification Act provides:
- § 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 2. The bidder makes the certification set forth in Section 5 of the Act.

### F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

### G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code, Section 50-60(c), provides:

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

### I. Addenda

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

### J. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

### K. Apprenticeship and Training Certification (Does not apply to federal aid projects)

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.

### **NA - FEDERAL**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

### L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

### M. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offer or, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:
// Company has no business operations in Iran to disclose.
// Company has business operations in Iran as disclosed the attached document.

### N. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

### TO BE RETURNED WITH BID

### IV. DISCLOSURES

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.** 

### C. Disclosure Form Instructions

### Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

### **CERTIFICATION STATEMENT**

accurate, and all form	the Form A disclosure information previously submitted is are hereby incorporated by reference in this bid. Any nece to previously submitted forms are attached to this bid.	
	(Bidding Company)	
	Signature of Authorized Representative	Date

### Form A: For bidders who have NOT previously submitted the information requested in Form A

D.

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES NO
3.	Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
the bidd authoriz	"answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or ding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is zed to execute contracts for your organization. <b>Photocopied or stamped signatures are not acceptable</b> . The person signing can be, but of thave to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	nswer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by on that is authorized to execute contracts for your company.
bidding	B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the entity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be sted, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.
ongoing	dder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other g procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency attached and are	I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an ed sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts onto be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital pment Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Afragency	II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type ffidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the it of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	s Submitting More Than One Bid
	s submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms rence.
	The bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

## ILLINOIS DEPARTMENT OF TRANSPORTATION

## Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in the LCS 500). Vendors desiring to enter into a potential conflict of interest information as solublicly available contract file. This Form a contracts. A publicly traded company mather requirements set forth in Form A. See	a contract with the State of Illinois specified in this Disclosure Form. A must be completed for bids in a submit a 10K disclosure (or eas Disclosure Form Instructions.	must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of
1. Disclosure of Financial Information.		interest in the BIDDER (or its parent) in terms has a value of more than \$106,447.20 (60%
of the Governor's salary as of 3/1/09). (Mak A for each individual meeting these requ	te copies of this form as necessa irements)	ry and attach a separate Disclosure Form
FOR INDIVIDUAL (type or print information NAME:	tion)	
ADDRESS		
Type of ownership/distributable incor	me share:	
stock sole proprietorship % or \$ value of ownership/distributable i		other: (explain on separate sheet):
<ol> <li>Disclosure of Potential Conflicts of In potential conflict of interest relationships ap describe.</li> </ol>		
(a) State employment, currently or in t	he previous 3 years, including cont	ractual employment of services. YesNo
If your answer is yes, please answ	er each of the following questions.	100 <u> </u>
<ol> <li>Are you currently an office Highway Authority?</li> </ol>	r or employee of either the Capitol	Development Board or the Illinois Toll YesNo
currently appointed to or e exceeds \$106,447.20, (60	ed to or employed by any agency mployed by any agency of the State 0% of the Governor's salary as of 3 employed and your annual salary.	e of Illinois, and your annual salary /1/09) provide the name the State

3.	If you are currently appointed to or employed by any age salary exceeds \$106,447.20, (60% of the Governor's sa (i) more than 7 1/2% of the total distributable income corporation, or (ii) an amount in excess of the salary of the	lary as of 3/1/09) are you entitled to receive of your firm, partnership, association or
4.	If you are currently appointed to or employed by any age salary exceeds \$106,447.20, (60% of the Governor's sa or minor children entitled to receive (i) more than 15% in of your firm, partnership, association or corporation, or (i salary of the Governor?	lary as of 3/1/09) are you and your spouse aggregate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, in previous 2 years.	cluding contractual employment for services
If your	answer is yes, please answer each of the following question	YesNo ons.
1.	Is your spouse or any minor children currently an officer o Board or the Illinois Toll Highway Authority?	r employee of the Capitol Development YesNo
	Is your spouse or any minor children currently appointed to fillinois? If your spouse or minor children is/are current agency of the State of Illinois, and his/her annual salary Governor's salary as of 3/1/09) provide the name of the spof the State agency for which he/she is employed and his/lemans.	ly appointed to or employed by any exceeds \$106,447.20, (60% of the ouse and/or minor children, the name
	If your spouse or any minor children is/are currently appoins State of Illinois, and his/her annual salary exceeds \$106, as of 3/1/09) are you entitled to receive (i) more than 71/2 firm, partnership, association or corporation, or (ii) an a Governor?	447.20.00, (60% of the salary of the Governor % of the total distributable income of your
	If your spouse or any minor children are currently appoint State of Illinois, and his/her annual salary exceeds \$106,443/1/09) are you and your spouse or any minor children en aggregate of the total distributable income from your firm, (ii) an amount in excess of 2 times the salary of the Govern	47.20, (60% of the Governor's salary as of titled to receive (i) more than 15% in the partnership, association or corporation, or nor?
		Yes No
unit of I	e status; the holding of elective office of the State of Illinois, local government authorized by the Constitution of the Stacurrently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the padaughter.	revious 2 years; spouse, father, mother, YesNo
America of the S	tive office; the holding of any appointive government office a, or any unit of local government authorized by the Constitute of Illinois, which office entitles the holder to compensationary of that office currently or in the previous 3 years.	tution of the State of Illinois or the statues
	nship to anyone holding appointive office currently or in the daughter.	previous 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any reg	gistered lobbyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spous son, or daughter.  YesNo	
(i) Compensated employment, currently or in the previous 3 years, by any registered electic committee registered with the Secretary of State or any county clerk of the State of Illinois action committee registered with either the Secretary of State or the Federal Board of Electronic No. 2007.	s, or any political ctions.
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensate last 2 years by any registered election or re-election committee registered with the Secreta county clerk of the State of Illinois, or any political action committee registered with either State or the Federal Board of Elections.	ary of State or any the Secretary of
YesNo	<u> </u>
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous	page.
Completed by:	
Signature of Individual or Authorized Representative	Date
NOT APPLICABLE STATEMENT	
I have determined that no individuals associated with this organization meet the criter require the completion of this Form A.	ia that would
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the prev	vious page.
Signature of Authorized Representative	Date

## ILLINOIS DEPARTMENT OF TRANSPORTATION

## Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if availa	ble)
Disclosure of the information contained in t	his Form is required by the	e Section 50-35 of the Illinois	Procurement
Act (30 ILCS 500). This information shall b			orm B must
be completed for bids in excess of \$10,000	, and for all open-ended o	ontracts.	
DISCLOSURE OF OTHER	CONTRACTS AND PRO	CUREMENT RELATED INFO	<u>ORMATION</u>
1. Identifying Other Contracts & Procushas any pending contracts (including leas any other State of Illinois agency: Yes If "No" is checked, the bidder only needs	es), bids, proposals, or oth No	ner ongoing procurement relat	ionship with
2. If "Yes" is checked. Identify each sucinformation such as bid or project number INSTRUCTIONS:			
THE FO	LLOWING STATEMENT	MUST BE CHECKED	
_			
	Signature of Authorized Repre	ocentative	Doto
	Signature of Authorized Repre	eseniative	Date

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



**TRAINEES** 

Contract No. 89526
PEORIA County
Section 08-00302-00-PV (Peoria)
Project ARA-5093(153)
Route FAU 6647 (Northmoor Road)
District 4 Construction Funds

PART I. IDENTIFIC	AHON																	
Dept. Human Rights	s #						_ Du	ration (	of Proj	ect: _								
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wo projection including a p	bidder hark is to be	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons froi	m whic	ch the b	idder re	cruits	employe	ees, and he	ereby s	ubm	nits the foll	owir con	ng workfo	n orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act						(	CURRENT		-	ES .
				MINO	ORITY I	=MPLO	YFFS			TRA	AINEES				TO BE			
JOB CATEGORIES	EMPL	TAL OYEES	-	ACK	HISP	ANIC	*OT MIN	HER IOR.	TIC	REN- ES	ON T	HE JOB INEES	-	MPL	OTAL OYEES		EMPL	ORITY
OFFICIALS	M	F	М	F	М	F	М	F	M	F	М	F	<u> </u>	M	F		M	F
(MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
<del>-</del>		BLE C		. (0	\t				7			FOR	DEPA	RTN	MENT USE	: 01	ILY	
EMPLOYEES		aining Pro	ojectio	n tor C	ontract		*0	THER	1				-	-				
IN	_	OYEES	BL	4CK	HISP	ANIC	_	NOR.										
TRAINING APPRENTICES	М	F	М	F	М	F	М	F	-									
AFFRENTICES																		
ON THE JOB																		

Note: See instructions on page 2

BC 1256 (Rev. 12/11/08)

Other minorities are defined as Asians (A) or Native Americans (N).
Please specify race of each employee shown in Other Minorities column.

Contract No. 89526
PEORIA County
Section 08-00302-00-PV (Peoria)
Project ARA-5093(153)
Route FAU 6647 (Northmoor Road)
District 4 Construction Funds

### PART II. WORKFORCE PROJECTION - continued

B.		ed in "Total Employees" under Table A is the tota the undersigned bidder is awarded this contract.	Il number of <b>new hires</b> that	t would be employed in the
	The ur	ndersigned bidder projects that: (number)		new hires would be
	recruit	ed from the area in which the contract project is I	ocated; and/or (number)	
	-#i	new hires woul or base of operation is located.	d be recruited from the area	a in which the bidder's principal
	OTTICE (	or base of operation is located.		
C.		ed in "Total Employees" under Table A is a proje signed bidder as well as a projection of numbers		
	The ur	ndersigned bidder estimates that (number)		persons will
	be dire	ectly employed by the prime contractor and that (	number)	persons will be
	emplo	yed by subcontractors.		
PART I	II. AFF	IRMATIVE ACTION PLAN		
A.	utilizat in any commo (geare utilizat	ndersigned bidder understands and agrees that in tion projection included under <b>PART II</b> is determine job category, and in the event that the undersign encement of work, develop and submit a written and to the completion stages of the contract) where tion are corrected. Such Affirmative Action Plant epartment of Human Rights.	ned to be an underutilizatio ed bidder is awarded this o Affirmative Action Plan incl by deficiencies in minority	n of minority persons or women contract, he/she will, prior to uding a specific timetable and/or female employee
B.	submit	ndersigned bidder understands and agrees that the tender that the detail the detail the transfer of the contract specifications.		
Comp	any		Telephone Numbe	r
۸ddro				
Addie				
		NOTICE REGARDI	NG SIGNATURE	
		signature on the Proposal Signature Sheet will constitued only if revisions are required.	ute the signing of this form. T	he following signature block needs
Signat	ure: 🔲		Title:	Date:
Instructi	ons:	All tables must include subcontractor personnel in addition t	o prime contractor personnel.	
Table A	-	Include both the number of employees that would be hire (Table B) that will be allocated to contract work, and includ should include all employees including all minorities, apprer	e all apprentices and on-the-job t	rainees. The "Total Employees" column
Table B	-	Include all employees currently employed that will be alloca currently employed.	ted to the contract work including	any apprentices and on-the-job trainees
Table C	. =	Indicate the racial breakdown of the total apprentices and or	n-the-job trainees shown in Table	A.

### **ADDITIONAL FEDERAL REQUIREMENTS**

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES NO

Contract No. 89526 PEORIA County Section 08-00302-00-PV (Peoria) Project ARA-5093(153) Route FAU 6647 (Northmoor Road) District 4 Construction Funds

### PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
,		
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION	Dusiness Address	
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
(IF A JOINT VENTURE)	Бу	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
	, most	Signature
	Business Address	
If more than two parties are in the joint venture	places attach an addit	ional cignatura choot



### **Return with Bid**

### **Division of Highways Proposal Bid Bond** (Effective November 1, 1992)

		Item No.
		Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We		
as PRINCIPAL, and		
		as SURETY, are
held jointly, severally and firmly bound unto the STATE OF specified in Article 102.09 of the "Standard Specifications for F is the lesser sum, well and truly to be paid unto said STATE administrators, successors and assigns.	Road and Bridge Construct	tion" in effect on the date of invitation for bids, whichever
THE CONDITION OF THE FOREGOING OBLIGATION IS STATE OF ILLINOIS, acting through the Department of Tra Number and Letting Date indicated above.		·
NOW, THEREFORE, if the Department shall accept the and as specified in the bidding and contract documents, submafter award by the Department, the PRINCIPAL shall enter in including evidence of the required insurance coverages and performance of such contract and for the prompt payment of failure of the PRINCIPAL to make the required DBE submissio to the Department the difference not to exceed the penalty he which the Department may contract with another party to per void, otherwise, it shall remain in full force and effect.	nit a DBE Utilization Plan to to a contract in accordance providing such bond as a labor and material furnish or to enter into such contered between the amount	nat is accepted and approved by the Department; and if, se with the terms of the bidding and contract documents specified with good and sufficient surety for the faithful hed in the prosecution thereof; or if, in the event of the tract and to give the specified bond, the PRINCIPAL pays specified in the bid proposal and such larger amount for
IN THE EVENT the Department determines the PRINCII paragraph, then Surety shall pay the penal sum to the Department may bring expenses, including attorney's fees, incurred in any litigation in In TESTIMONY WHEREOF, the said PRINCIPAL and the	nent within fifteen (15) days g an action to collect the ar which it prevails either in w ne said SURETY have caus	s of written demand therefor. If Surety does not make full mount owed. Surety is liable to the Department for all its whole or in part.  sed this instrument to be signed by
their respective officers this day of		A.D.,
PRINCIPAL	SURETY	
(Company Name)	<del></del>	(Company Name)
By (Signature & Title)	Ву:	
(Signature & Title)		(Signature of Attorney-in-Fact)
•	tification for Principal and S	Surety
STATE OF ILLINOIS, County of		
l,	, a Notary Pul	olic in and for said County, do hereby certify that
·	and	
(Insert names of individua	ls signing on behalf of PRI	NCIPAL & SURETY)
who are each personally known to me to be the same persons and SURETY, appeared before me this day in person and ack and voluntary act for the uses and purposes therein set forth.	s whose names are subscrinowledged respectively, th	ibed to the foregoing instrument on behalf of PRINCIPAL at they signed and delivered said instrument as their free
Given under my hand and notarial seal this	day of	A.D.
My commission expires		
In Proceedings of the Above 1997 1997 1997	Tamas the Date to the Co	Notary Public
In lieu of completing the above section of the Proposal Bid F marking the check box next to the Signature and Title line be and the Principal and Surety are firmly bound unto the State of	low, the Principal is ensur	ing the identified electronic bid bond has been executed
Electronic Bid Bond ID# Company / Bidde	r Name	Signature and Title

### PROPOSAL ENVELOPE



## **PROPOSALS**

for construction work advertised for bids by the Illinois Department of Transportation

Item No.	Item No.	Item No.

### Submitted By:

Name:	
Address:	
Phone No.	

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 326 Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764

### **NOTICE**

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

#### **NOTICE**

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 89526
PEORIA County
Section 08-00302-00-PV (Peoria)
Project ARA-5093(153)
Route FAU 6647 (Northmoor Road)
District 4 Construction Funds



## Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 15, 2010. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 89526
PEORIA County
Section 08-00302-00-PV (Peoria)
Project ARA-5093(153)
Route FAU 6647 (Northmoor Road)
District 4 Construction Funds

Project consists of full-depth HMA pavement, curb and gutter, sidewalk, storm sewer and street lighting from 300 feet east of Sheridan Road to Knoxville Road, traffic signal modernization will take place at Knoxville Road, located in the city of Peoria.

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

By Order of the Illinois Department of Transportation

Gary Hannig, Acting Secretary

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2010

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

**ERRATA** 

Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10)

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#### **RECURRING SPECIAL PROVISIONS**

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHE</u>	CK:	SHEET#	<u>AGE</u>
1	Х	Additional State Requirements For Federal-Aid Construction Contracts	
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LR SD 12		님	Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13 LR 102		님	Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102 LR 105		Η	Protests on Local Lettings Cooperation with Utilities	Jan. 1, 2006	lan 1 2007
LR 107-2		H	Railroad Protective Liability Insurance for Local Lettings	Jan. 1, 1999 Mar. 1, 2005	Jan. 1, 2007 Jan. 1, 2006
LR 107-3		H	Disadvantaged Business Enterprise Participation	Jan. 1, 2007	Nov. 1, 2008
LR 107-4	64	$\boxtimes$	Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-5	04	Ħ	Substance Abuse Prevention Program	Jan. 1, 2007	Jan. 8, 2008
LR 108		Ħ	Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		Ħ	Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		Ħ	Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		Ħ	Asphalt Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		Ħ	Bituminous Treated Earth Surface	Jan. 1, 2007	Jan. 1, 2008
LR 400-2			Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 402			Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2			Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406			Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420			PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442			Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR <b>4</b> 51			Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1			Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2			Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542			Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		$\sqcup$	Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702	65	$\bowtie$	Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		닏	Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		$\sqcup$	Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1030		$\vdash$	Growth Curve	Mar. 1, 2008	
LR 1032-1		H	Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1032-2		님	Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		Ш	Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

### BDE SPECIAL PROVISIONS For the January 15 and March 5, 2010 Lettings

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

File Name	<u>Pg#</u>		Special Provision Title	<u>Effective</u>	Revised
80240			Above Grade Inlet Protection	July 1, 2009	
80099		L.,	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80243	66	X	American Recovery and Reinvestment Act Provisions	April 1, 2009	4 1145 0000
80236	67	X	American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80186	73	X	Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213	76 70	X	Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	79	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders		
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173	80	X	Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
80241			Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50531		<u> </u>	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
80166	83	X	Cement	Jan. 1, 2007	April 1, 2009
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80094	86	X	Concrete Admixtures	Jan. 1, 2003	April 1, 2009
80214			Concrete Gutter, Type A	Jan. 1, 2009	
80215			Concrete Joint Sealer	Jan. 1, 2009	
80226			Concrete Mix Designs	April 1, 2009	
80237	90	X	Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
80239	92	X	Construction Air Quality – Idling Restrictions	April 1, 2009	
80227	94	X	Determination of Thickness	April 1, 2009	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
* 80029		X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2010
80178	114	X	Dowel Bars	April 1, 2007	Jan. 1, 2008
80179	115	Х	Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008
80205			Engineer's Field Office Type B	Aug. 1, 2008	
80189	118	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
marrie i i i i i i i i i i i i i i i i i i	120		Filter Fabric	Nov. 1, 2009	Jan. 1, 2010
80228	121	X	Flagger at Side Roads and Entrances	April 1, 2009	
* 80249			Frames and Grates (a) It is the second of th	Jan. 1, 2010	
80229	122	Х	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169			High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
80194	400		HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80245	126	X	Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2009	
* 80246	127	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	
* 80250	128	X	Hot-Mix Asphalt - Drop-Offs	Jan. 1, 2010	
* 80201		X	Hot-Mix Asphalt - Plant Test Frequency		Jan. 1, 2010
	131	<u>X</u>	Hot-Mix Asphalt – QC/QA Acceptance Criteria	Jan. 1, 2010	
80202	132	_X_	Hot-Mix Asphalt – Transportation	April 1, 2008	
80109	422	<del></del> -	Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110	133	<u> X</u>	Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
SCHOOL SECTION OF THE PARTY OF			Improved Subgrade	Jan. 1, 2010	
80230	135	X	Liquidated Damages	April 1, 2009	
80196	136	X	Mast Arm Assembly and Pole	Jan. 1, 2008	Jan. 1, 2009
80045	138	X	Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203	140	X	Metal Hardware Cast into Concrete	April 1, 2008	April 1, 2009
* 80165		-	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80238	141	X	Monthly Employment Report	April 1, 2009	

<u>File Name</u>	<u>Pg #</u>		Special Provision Title	<u>Effective</u>	Revised
* 80253			Movable Traffic Barrier System	Jan. 1, 2010	
80082			Multilane Pavement Patching	Nov. 1, 2002	
80180	143	X	National Pollutant Discharge Elimination System / Erosion and Sediment	April 1, 2007	Nov. 1, 2009
			Control Deficiency Deduction	•	
80208			Nighttime Work Zone Lighting	Nov. 1, 2008	
80182			Notification of Reduced Width	April 1, 2007	
* 80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2010
80216			Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80231			Pavement Marking Removal	April 1, 2009	
* 80254	145	X	Pavement Patching	Jan. 1, 2010	12.00
80022	146	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80209	148	X	Personal Protective Equipment	Nov. 1, 2008	
80232			Pipe Culverts	April 1, 2009	
80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170			Portland Cement Concrete Plants	Jan. 1, 2007	
80217			Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171	149	X	Precast Handling Holes	Jan. 1, 2007	
80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2009
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80211			Prismatic Curb Reflectors	Nov. 1, 2008	
80015			Public Convenience and Safety	Jan. 1, 2000	
34261	151	X	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80247			Raised Reflective Pavement Markers	Nov. 1, 2009	
80223		1805 <b>V</b> 2000	Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
\$2000000000000000000000000000000000000	153	X	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2010
80183	161	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80206	162	<u> </u>	Reinforcement Bars – Storage and Protection	Aug. 1, 2008	April 1, 2009
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	1 4 "0040
* 80131	462		Seeding	July 1, 2004	Jan. 1, 2010
80152	163 168	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132 80127	100	^	Self-Consolidating Concrete for Precast Products Steel Cost Adjustment	July 1, 2004	Jan. 1, 2007
* 80255			Stone Matrix Asphalt	April 2, 2004 Jan. 1, 2010	April 1, 2009
80234	170	X	Storm Sewers	April 1, 2009	
80143	177	X	Subcontractor Mobilization Payments	April 1, 2009 April 2, 2005	
80075	177		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80087	178	Х	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2010
* 80256			Temporary Longitudinal Traffic Barrier System	Jan. 1, 2010	Jan. 1, 2010
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80176	180	Х	Thermoplastic Pavement Markings	Jan. 1, 2007	
* 80257	*****************	-	Traffic Barrier Terminal, Type 6	Jan. 1, 2010	
20338			Training Special Provisions	Oct. 15, 1975	
* 80258			Truck Mounted/Trailer Mounted Attenuators	Jan. 1, 2010	
80071	182	Х	Working Days	Jan. 1, 2002	
•	ı		, ,		

The following special provisions are in the 2010 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	<u>Effective</u>	Revised
80193	Concrete Barrier	Section 637	Jan. 1, 2008	
80175	Epoxy Pavement Markings	Section 1095	Jan. 1, 2007	
80181	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	Section 1030	April 1, 2007	April 1, 2008
80136	Hot-Mix Asphalt Mixture IL-4.75	Sections 406, 1003, 1030, 1032 and 1102	Nov. 1, 2004	Jan. 1, 2008
80195	Hot-Mix Asphalt Mixture IL-9.5L	Sections 1004 and 1030	Jan. 1, 2008	
80129	Notched Wedge Longitudinal Joint	Section 406	July 1, 2004	Jan. 1, 2007
80235	Payrolls and Payroll Records	Check Sheets #1 and #5	Mar. 1, 2009	July 1, 2009
80134	Plastic Blockouts for Guardrail	Section 630	Nov. 1, 2004	Jan. 1, 2007
80151	Reinforcement Bars	Section 1006	Nov. 1, 2005	April 1, 2009
80184	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80212	Sign Panels and Sign Panel Overlays	Supplemental	Nov. 1, 2008	
80197	Silt Filter Fence	Sections 1080 and 1081	Jan. 1, 2008	
80153	Steel Plate Beam Guardrail	Section 1006	Nov. 1, 2005	Aug. 1, 2007
80191	Stone Gradation Testing	Section 1005	Nov. 1, 2007	
80185	Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80149	Variable Spaced Tining	Section 420	Aug. 1, 2005	Jan. 1, 2007
80204	Woven Wire Fence	Section 1006	April 1, 2008	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- 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

- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

### STATE OF ILLINOIS PEORIA COUNTY

#### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", the "Manual of Test Procedures For Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions", as indicated on the Check Sheet included herein, which apply to and govern the construction of the Northmoor Road Stage 3 Improvements, Section 08-00302-00-PV, in Peoria County, Illinois. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **DESCRIPTION OF WORK**

This work consists of furnishing all labor, materials, and equipment necessary to reconstruct Northmoor Road Stage 3. Improvements include new full depth hot mix asphalt pavement, curb and gutter, storm sewer systems, street lighting systems, traffic signals, and all miscellaneous appurtenant and incidental items shown in the plans and as described in these Special Provisions.

#### **EXISTING UNDERGROUND FACILITIES**

The City of Peoria assumes no responsibility for the presence, specific size or location of underground distribution systems of the several public utility corporations. No responsibility for the protection of said underground systems will be assumed by Peoria County. If such protection is found to be necessary for water mains, gas mains, steam mains, underground electrical distribution systems, underground telephone circuit systems or any other underground systems of non-county Ownership, the cost of same, in whole or in part, is disclaimed of the City of Peoria.

#### NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION

All utility companies must be notified, in writing, by the Contractor at least one (1) week in advance prior to starting construction. All utility companies must be notified so that they may have personnel on the job site to assist in locating their utility lines and avoid damage to their utilities. A copy of the letter notifying the utility companies of the Contractor's intention to start work must be received by the Peoria County Highway Department before he will be permitted to start construction.

#### J.U.L.I.E. SYSTEM

The J.U.L.I.E. (Joint Utility Locating Information for Excavators) must be notified prior to starting construction so that the respective utilities may have adequate time to locate and mark

their underground facilities. Phone: 1-800-892-0123. The following information may be requested by J.U.L.I.E.:

County Name: Township Name:

Peoria Richwoods

Section Number:

16

#### **COOPERATION WITH UTILITY COMPANIES**

It is understood and agreed that the Contractor has considered, in his bid, all the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from the said utility appurtenances or the operations of moving them.

All telephone, telegraph, cableway, gas, water, electrical and wire lines, within the limits of the proposed construction owned by various utility companies, are to be moved by the Owners of the particular utility involved at the Owner's expense.

#### STATUS OF UTILITIES TO BE ADJUSTED

Contact	Phone Number
Steve Reick	693-4697
Kent Kowalske	693-4839
Steve Bateman	686-3330
Jim Ray	566-4108
Maria Zavala	272-4844
James VonBrethorst	686-2677
David Fereira	253-0930
	Steve Reick Kent Kowalske Steve Bateman Jim Ray Maria Zavala James VonBrethorst

#### RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and hold harmless the CITY of PEORIA and PEORIA COUNTY, its officers and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this contract, which may arise in any way in connection with the work to be performed under this contract, including but not limited to, suits, actions or claims arising under "An Act Providing for the Protection and Safety of Persons In and About the Construction, Repairing, Alteration or Removal of Buildings, Bridges, Viaducts, and Other Structures, and to Provide For the Enforcement Thereof", approved June 3, 1907, (Ill. Rev. Stats., Ch. 48, Sec. 60, et seq.), as amended. The Contractor shall also indemnify and hold harmless the CITY OF PEORIA and PEORIA COUNTY, its officers and employees from all suits, actions, or claims of any character

brought because of any injuries or damages received or sustained by any person, persons or property, on account of, or in consequence of, any neglect by Contractor or a Subcontractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claim or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the ENGINEERING DIVISION; or, in case no money is due, his surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the Department.

#### 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.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control: 701006, 701301, 701401, 701501, 701502, 701601, 701701 and 701901.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions through the construction work zone. The Contractor shall arrange his/her operations to keep the closing of lanes to a minimum. The Contractor will notify the Engineer in writing ten calendar days prior to any activities that will disrupt normal traffic flow including road closures, lane closures, or work directly adjacent to traffic lanes.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and guide signs during all construction operations. Warning signs and existing guide signs with arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover or turn from the motorist's view all signs that are inconsistent with lane assignment patterns.

At road closure locations where barricades are installed in a manner that will not allow Contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be changed, when approved by the Engineer, in the manner shown on Highway Standard 701901 for Road Closed to Through Traffic. At the end of each work day the barricades shall be returned to their in-line positions. This work will be considered included in the contract, and no extra compensation will be allowed.

The Contractor shall furnish the name of the individual in his direct employ who is responsible for the installation and maintenance of the traffic control for this project. This person shall be able to be contacted on a 24-hour per day basis to furnish and maintain traffic control in case of an emergency.

<u>Basis of Payment</u>: All of the project traffic control and protection as indicated in the plans and herein will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION. This price shall be payment in full for all labor, materials, and equipment necessary to install, maintain, move, and remove all traffic control as required herein.

#### **KEEPING THE ROAD OPEN TO TRAFFIC**

The road shall be kept open to one-way westbound traffic over existing or proposed pavement during the Stage 3 detour as shown in the STAGE CONSTRUCTION/TRAFFIC CONTROL plans as directed by the Engineer.

The Contractor shall maintain at least one (1) lane of traffic per direction of travel for Stage 3 (Phase 2) Construction.

It is absolutely necessary that one (1) lane of roadway can be used by fire, police and other emergency vehicles at all times under all weather conditions. Special attention must be given to advance guide signs during these operations in order to keep barricade placement consistent with lane assignment. The Contractor will be required to cover all traffic flow patterns during the transfer from one construction stage to another.

Traffic movement shall be inhibited as little as practicable. Motorists shall be guided in a clear and positive manner while approaching and traversing construction work areas. To ensure acceptable levels of operation, routine inspection of traffic control elements shall be performed. The Contractor will be required to inspect and initiate any needed maintenance to the traffic control devices in this contract. Construction equipment, materials and debris shall be stored in such a manner as not to be vulnerable to vehicle impact, as directed by the Engineer.

The Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to or interfere with normal traffic, and shall not park or stop except within designated work areas. Personal vehicles will not be permitted to park within the right-of-way, except in specific areas designated by the Engineer.

No work shall commence on any stage of construction until all required traffic control is in place. At the completion of each stage of construction or whenever operations indicate that a relocation of a proposed or existing traffic control device is advisable, as determined by the Engineer, the Contractor will be required to remove, relocate, reinstall, and maintain the device as herein specified. All traffic control devices must remain in place until specific authorization for relocation or removal is received from the Engineer.

Route: FAU6647 County: Peoria Local Agency: City of Peoria & Peoria County Section: 08-00302-00-PV

Section: 08-00302-00-PV County Section: 09-00047-01-PV

All signs, signals, marking, traffic cones, barricades, warning lights, flaggers, and other traffic control devices must conform to the plans, specifications, special provisions, and the latest edition of the State of Illinois "Manual on Uniform Traffic Control Devices". The Contractor shall obtain, erect, maintain, and remove all traffic control devices in accordance with Article 107.14 of the "Standard Specifications".

The Engineer shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards.

The placement of barricades and warning signs for the required lane closures shall be as specified herein and the applicable highway standards shall proceed in the direction of the flow of traffic. The removal of all signs and barricades shall begin at the end of the construction areas and proceed toward on-coming traffic.

The Contractor will be responsible for scheduling his operations to provide access to all businesses located along the improvement that have current access to the street. All driveways and streets will be performed one-half at a time to allow access at all times unless otherwise agreed to in writing by the business owner or unless otherwise directed by the Engineer.

#### WESTBOUND NORTHMOOR ROAD DETOUR

During Phase I construction, the Contractor will be allowed to close Northmoor Road to Eastbound traffic from North Sheridan Road to North Knoxville Avenue. When the road is closed to traffic, traffic will be rerouted according to the suggested detour plan. Appropriate traffic control measures must be set up to designate this route to the traveling public.

All necessary traffic control items should be included in the lump sum price for TRAFFIC CONTROL AND PROTECTION.

#### **CONSTRUCTION ACCESS**

The Contractor shall present a plan of the access that will be used during construction of said project by the Contractor or Subcontractor to the Engineer at the time of the Pre-Construction Meeting. The Engineer and Contractor shall both examine the plan noting any areas of concern before construction begins.

Upon completion of the project the Engineer shall examine the streets prior to approving final payment to the Contractor. Any areas that have been damaged, due to construction activity, shall be repaired by the Contractor to the satisfaction of the Engineer. When work is complete, the Contractor shall arrange, within a reasonable time period, to clean up and restore areas where equipment or material has been stored on the right-of-way or easement. This work shall be included in the cost of the contract.

The Engineer may restrict the movement of construction vehicles on the completed surface in order to prevent damage to these surfaces.

#### **EMBANKMENT**

Effective: July 1, 1990

Revised: November 1, 2007

Revise the third paragraph of <u>Article 205.06</u> of the Standard Specifications to read:

All embankment shall be constructed with not more than 110% of optimum moisture content, determined according to AASHTO T 99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when approved by the Engineer.

The Contractor may, at his option, add a drying agent to lower the moisture content as specified above. The drying agent must be approved by the Engineer prior to use. Extra compensation will not be allowed for the use of a drying agent but will be considered included in the cost of the various items of excavation.

#### PROOF ROLLING

Effective April 23, 2004

Revised January 1, 2007

This work shall consist of proof rolling the subgrade with a fully loaded tandem axle dump truck and driver at the direction of the Engineer. The truck shall travel the subgrade in all of the proposed lanes of traffic in the presence of the Engineer.

This work will not be paid for separately, but considered included in the various earthwork pay items.

#### SUBGRADE TREATMENT

Effective July 1, 1990

Revised April 25, 2008

Revise first sentence of first paragraph of Article 301.04 as follows:

"When compacted, the subgrade shall have a minimum dry density of 95 percent of the standard laboratory dry density and a minimum immediate bearing value (IBV) of 6.0."

Delete the second paragraph (including subparagraphs a, b, and c) of Article 301.04 of the Standard Specifications and replace it with the following:

"In cut sections the contractor responsible for the rough grading shall obtain not less than 95% of the standard laboratory density and not more than 110% of the optimum moisture for the top 1' (300mm) of the subgrade.

The Contractor may, at his/her option, add a drying agent to lower the moisture content as specified. The drying agent must be approved by the Engineer prior to use. Additional compensation will not be allowed for the use of a drying agent, but will be considered as included in the cost of the various earthwork items."

In the first sentence of the third paragraph delete "above steps have" and replace with "work has."

#### ENVIRONMENTAL REVIEWS

Prior to use of any proposed borrow areas, use areas (temporary access roads, detours, run-arounds, etc.) and/or waste areas, the Contractor shall file the required environmental resource request surveys according to Section 107.22 of the Standard Specifications. These surveys are required in order for the Department to conduct cultural and biological resource surveys for the proposed site.

Prior to any waste materials being removed from the construction site, the required environmental resource surveys will need to be obtained and filed by the Contractor. Excess waste products removed from the construction site shall be disposed of as required in Section 202.03 of the Standard Specifications.

Any protruding metal bars shall be removed prior to the disposal of broken concrete at approved disposal sites.

The required environmental recourse documentation shall include the following:

- BDE Form 2289 (Environmental Survey Request)
- A location map showing the size limits and location of the use area
- Signed Property Owner Agreement Form –D4 PIO100
- Color photographs depicting the use area
- Borrow Area Entry Agreement form D4 PIO101

Please note that a minimum of two weeks shall be allowed for the District to obtain the required environmental clearances.

#### EMBANKMENT (RESTRICTIONS)

Effective January 21, 2005

Revised August 3, 2007

Add the following to the requirements of Article 205.04:

Gravel, crushed stone or soils having less than 35% passing the number 200 sieve and other materials as allowed by Article 202.03 of the Standard Specifications are further restricted. These further restricted materials are also limited to the interior of the embankment and shall have a minimum cover of 3' (1 m) of non-restricted soil (see "Borrow and Furnished Excavation" Special Provision). Alternating layers of further materials may only be incorporated in to the embankment by using one of the following procedures:

- a. The further restricted materials shall be placed in 4" lifts and disked with underlying lift material until a uniform and homogeneous material is formed having more than 35% passing the number 200 sieve.
- b. Sand, gravel or crushed stone embankment when placed on the existing ground surface will be drained using a 10' (3 m) French drain consisting of nonwoven geotechnical fabric at the toe of the foreslope spaced 150' (46 m) apart. At locations requiring a French drain the 3' (1m) cohesive cap shall not be installed within the 10' by 10' riprap area. If the Engineer determines that the existing ground is granular free draining soil, the French drain may be deleted.
- c. Sand, gravel or crushed stone embankment when placed on top of a cohesive embankment will be drained with a permanent 4" (100 mm) underdrain system. The underdrain system shall consist of a longitudinal underdrain on both sides of the embankment and traverse underdrains spaced at 250' (75 m) centers. The underdrain shall consist of a 2' (0.6 m) deep by 1' (0.3 m) wide trench, backfilled with FA4 sand and a 4" (100 mm) diameter underdrain. In addition, both sides of the embankment will have a 6" (150 mm) diameter pipe drain which will drain the underdrain system and outletted into a permanent drainage structure or outletted by a headwall at the toe of the embankment.

The above work will not be paid for separately but shall be included in the cost of Earth Excavation, Furnished excavation, or Borrow Excavation.

#### SUBBASE GRANULAR MATERIAL

Effective November 5, 2004

This work shall be in accordance with Section 311 of the Standard Specifications and as specified herein.

All Subbase Granular Material shall have a minimum IBR of 40.

#### ISLAND REMOVAL

This item shall include all labor and equipment necessary to remove the island and adjacent curb and gutter at the Northmoor/Knoxville intersection in accordance with section 440 of the Standard Specifications for Road and Bridge Construction.

Basis of Payment: Island Removal shall be measured for payment in place in square foot from the edge of existing pavement. This work will be paid for at the contract unit price per square foot for ISLAND REMOVAL which price shall be payment in full for all materials, labor, and equipment necessary to perform the work as herein specified.

#### AGGREGATE FOR TEMPORARY ACCESS

Effective: April 1, 2001 Revised July 22, 2002

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access". The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

Private Entrance. The minimum width shall be 3.6 m (12 ft). The minimum compacted thickness shall be 150 mm (6 in.). The maximum grade shall be eight percent, except as required to match the existing grade.

- Commercial Entrance. The minimum width shall be 7.2 m (24 ft). The minimum compacted thickness shall be 230 mm (9 in.). The maximum grade shall be six percent, except as required to match the existing grade.
- Road. The minimum width shall be 7.2 m (24 ft). The minimum compacted thickness shall be 230 mm (9 in.). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.
- Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per metric ton (ton) for AGGREGATE FOR TEMPORARY ACCESS.

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

Upon construction of the temporary access, sixty percent of the pay item, of the type constructed, will be paid.

Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access."

#### INCIDENTAL HOT-MIX ASPHALT SURFACING

Locations of incidental hot-mix asphalt surfacing as shown on the plans and as directed by the Engineer shall be constructed according to Section 408 of the Standard Specifications except as specified herein.

Revise Article 408.03 to read as follows:

All areas of incidental hot-mix asphalt surfacing shall have the base primed with SBS PG 64-28. The priming shall be applied according to Article 406.06 or 406.07 by methods approved by the Engineer. Aggregate base preparation shall be performed to the satisfaction of the Engineer. The bituminous prime material which will be subject to traffic shall be covered immediately following its application with fine aggregate spread at a uniform rate of 2 to 4 lbs. per sq. yard by hand methods. The fine aggregate for the prime coat shall conform to Article 1003.03. The exact rate of application of prime and fine aggregate will be specified by the Engineer.

The hot-mix asphalt mixture shall be Polymerized Hot-Mix Asphalt Surface Course, Mix "D", N50. The mixture may be spread and finished by approved hand methods or a finishing machine approved by the Engineer. Thickness shall match the existing pavement or as directed by the Engineer.

The hot-mix asphalt mixture which will be subjected to vehicular traffic shall be rolled and compacted to the satisfaction of the Engineer with a tandem roller or vibratory roller meeting the approval of the Engineer. The hot-mix asphalt mixture not subjected to traffic shall be compacted to the satisfaction of the Engineer.

At the Contractor's option, areas within existing bituminous surfaces designated for Driveway Pavement Removal, the Contractor may remove the pavement surface by cold milling for transition of existing grades to the new sidewalk or curb. Additional compensation will not be made for milling. These areas will be measured and paid for as DRIVEWAY PAVEMENT

REMOVAL and placement of new asphalt over the cold milled areas will be paid for as INCIDENTAL HOT-MIX ASPHALT SURFACING.

Revise Article 408.04 to read as follows:

Method of Measurement: Aggregate for covering the prime coat will <u>not</u> be paid for separately but shall be included in this work. Preparation of the aggregate base will <u>not</u> be paid for separately but shall also be included in this work.

Incidental hot-mix asphalt surfacing will be measured for payment in tons on approved platform scales, and will include only those aprons which are constructed as a separate operation. Aprons placed with extendible <u>screed</u> wideners will be considered an integral part of mainline paying and will not be measured for payment as Incidental Hot-Mix Asphalt Surfacing.

Revise Article 408.05 to read as follows:

<u>Basis of Payment</u>: All of this work including labor, materials, and equipment will be paid for at the contract unit price per ton for INCIDENTAL HOT-MIX ASPHALT SURFACING.

#### **INLETS AND MANHOLES**

These items shall be constructed in accordance with Section 602 of the "Standard Specifications for Road and Bridge Construction" and as detailed in the plans, and as directed by the Engineer.

These items shall be paid for at the contract unit price each as follows:

- 1) Inlets, Type G-1
- 2) Manholes, Type A, 4'-Diameter, Type 1 Frame, Closed Lid
- 3) Manholes, Type A, 5'- Diameter, Type 1 Frame, Closed Lid
- 4) Inlets, Type A, Type 8 Grate
- 5) Inlet-Manhole, Type G-1, 4' Diameter
- 6) Catch Basin, Type G-1
- 7) Inlets, Type G-1, Double

The casting for the G-1 Curb line inlets or inlet-manholes shall be Neenah R-3246-AL, East Jordan V-4065-2, or approved equal. The manhole frame and closed lid shall be Neenah R-1713, East Jordan 1050 with Type A Lid, or approved equal. The casting for the Type A yard inlet shall be Neenah R-4340-B, East Jordan 6527, or approved equal.

Structures S131 through S134 will be INLET-MANHOLES, TYPE G-1, 4'-DIAMETER structures. These structures will be curb line structures in the future. However, for this stage of construction, a closed lid will be placed on these structures. The casting will be a Neenah R-1878-B9L, East Jordan V-6668, or approved equal.

Structures S135 and S136 are CATCH BASIN, TYPE G-1. These structures are four foot diameter structures and will be curb line structures in the future. However, for this stage of construction, a closed lid will be placed on these structures. The casting will be a Neenah R-1878-B9L, East Jordan V-6668, or approved equal. In addition, these structures should be constructed with a 1.5 foot sump in the bottom. The inverts noted in the schedule are for the elevations of the inverts of the pipes into and out of the structure.

It should be noted that the City of Peoria Standard INLETS, TYPE G-1 has been modified for this project. See detail in the plan set.

#### **ISLAND PAVEMENT (6")**

The island shall be constructed to the lines and grades shown in the plans and according to applicable portions of Section 420 of the Standard Specifications, IDOT Standards 606001 and 606301, and as specified herein.

The thickness of the pavement shall be a minimum of 6 inches and shall be constructed with Class PV concrete. The backfill material placed to pavement subgrade shall be a coarse aggregate with a minimum thickness of 4 inches and shall be compacted to the satisfaction of the Engineer.

The perimeter concrete curb shall be B-6.06 and B-6.24 and shall be constructed according to applicable portions of IDOT Standard 606001. Joint tie bars shall be No. 6 at 24 in. centers.

<u>Basis of Payment</u>: All of this work as described including backfilling to proposed payment subgrade shall be paid for at the contract unit price per square yard for ISLAND PAVEMENT (6"). The area measured for payment shall be the horizontal area (including the curb) within the outside edge of the gutter (joint between the gutter and payement).

#### DRIVEWAY PAVEMENT REMOVAL

Removal of the existing driveway pavement, regardless of the type or thickness of material shall be in accordance with applicable portions of Section 440 of the Standard Specifications.

At the Contractor's option, areas within existing bituminous surfaces designated for DRIVEWAY PAVEMENT REMOVAL, the Contractor may remove the pavement surface by cold milling for transition of existing grades to the new sidewalk or curb. Additional compensation will not be made for milling.

<u>Basis of Payment</u>: These areas will be measured and paid for per square yard as DRIVEWAY PAVEMENT REMOVAL. Placement of new asphalt over the cold milled areas will be paid for as INCIDENTAL BITUMINOUS SURFACING.

#### STORM SEWER, (WATER MAIN REQUIREMENTS)

The storm sewer shall be constructed to the lines and grades shown in the plans and according to applicable portions of Section 550 of the Standard Specifications and as specified herein.

Storm sewer pipes designated as "water main requirements" will require water main quality pipe due to the proximity to the existing water main. This pipe shall be Polyvinyl Chloride (PVC) conforming to AWWA C 900 or C 905. Pipe shall be rated at 160 pounds per square inch (psi). Elastomeric seals (gaskets) used for push-on joints shall comply with ASTM F 477, and shall be pressure rated in accordance with ASTM D 3139.

#### MAILBOX REMOVAL & RELOCATION

The Contractor shall remove all mailboxes within the limits of construction which interfere with construction operations and shall erect them at temporary and permanent locations as required.

Existing mail service along the north side of Northmoor Drive is to mailboxes that are located along the roadway. The mailboxes that are located along the north side of Northmoor Drive should be temporarily relocated to the adjacent side streets (i.e. Jayar Drive and Northmoor Court) to locations outside of the construction limits. As soon as construction operations permit, the Contractor shall set the mailboxes at their permanent locations. This work shall be performed as directed by the Engineer. The Contractor shall replace, at the Contractor's expense, any mailbox or post which has been damaged by the Contractor's operations.

<u>Basis of Payment</u>: The cost of all materials required and all labor necessary to comply with the above Provisions will be paid for at the contract unit price each for MAILBOX REMOVAL & RELOCATION. This pay item shall include relocating all mailboxes to temporary locations as well as relocating them from temporary locations to their final locations as directed by the Engineer.

#### HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work shall consist of the partial variable depth removal of the existing shoulder in preparation for placement of temporary pavement as shown in the plans. The pavement shall be removed in accordance with Section 440 of the Standard Specifications.

The existing surface shall be removed such that the final maximum thickness of the temporary pavement is

2 ¼" with a final temporary pavement cross slope of 2%.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

#### TEMPORARY PAVEMENT

This item shall include all materials (except Subbase Granular Material, Type A), labor, and equipment necessary to construct temporary pavement in accordance with applicable articles of Sections 351 and 406 of the Standard Specifications for Road and Bridge Construction and the details in the plans and as specified herein. The hot-mix asphalt pavement shall be comprised of 4.5 inches of Hot-Mix Asphalt Binder Course, IL-19, N50 and 8 inches of Subbase Granular Material, Type A. It is assumed that 80% of the Subbase Granular Material will be re-used in the pavement structure of the permanent pavement. The quantity calculation for the Subbase Granular Material will include a tonnage that will not be salvagable.

<u>Basis of Payment</u>: Temporary Pavement shall be measured for payment in place in square yards from the edge of existing pavement to the top edge of the bituminous portion of the temporary pavement. This work will be paid for at the contract unit price per square yards for TEMPORARY PAVEMENT which price shall be payment in full for all materials, labor, and equipment necessary to perform the work as herein specified.

Temporary pavement removal and salvage of Subbase Granular Material will not be paid for separately but shall be included in the cost of TEMPORARY PAVEMENT.

#### PIPE CULVERT REMOVAL (SPECIAL)

Revise third paragraph of Article 501.04 to read: Removal of existing culverts will be measured for payment in units of foot at the location designated on the plans.

Revise the fifth paragraph of Article 501.05 to read: Removal of existing pipe culverts will be paid for at the contract unit price per foot PIPE CULVERT REMOVAL (SPECIAL). Such price will be payment in full for the removal and disposal of any culvert and any headwalls or flared end sections attached to the culvert designated for removal. Also, included is the filling of holes or depressions left after removing the culvert and leveling the ground surface. The compaction of the filled areas shall be to the satisfaction of the Engineer. In addition, this pay item shall include provisions to temporarily relocate seven existing culverts along the north side of Northmoor Road to a location outside the limits of the temporary pavement as shown in the Maintenance of Traffic Plans in order to maintain drainage.

#### COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06

The curb and gutter shall be constructed to the lines and grades shown in the plans and according to applicable portions of Section 606 of the Standard Specifications, IDOT Standards 606001, and as specified herein.

The construction of the curb and gutter shall be as shown in IDOT Standard 606001 except that dimension A for the barrier curb table of dimensions shall be six (6) inches.

<u>Basis of Payment</u>: All of this work as described including backfilling to proposed payement subgrade shall be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06.

#### NPDES PERMIT

The Engineer will apply for and obtain a National Pollutant Discharge Elimination System Construction General Permit (NPDES CGP) prior to beginning construction.

The CGP has four main elements:

- Notice of Intent (NOI)
- Storm Water Pollution Prevention Plan (SWPPP)
- Incident of Non-Compliance (ION)
- Notice of Termination (NOT)

The Notice of Intent (NOI) serves as the application for the CGP. A Notice of Intent must be post-marked at least two days prior to the commencement of any construction activity on site. The Erosion Control Plan sheets will convey the information required for a Storm Water Pollution Prevention Plan (i.e. drainage patterns, area of soil disturbance, location of storm water discharges, etc.). The Contractor shall be responsible for having these plan sheets available for viewing during business hours at the project site. An Incident of Non-Compliance must be completed and submitted to the IEPA if, at any time, an erosion or sediment control device fails.

#### **CONSTRUCTION LAYOUT**

OWNER shall provide the listed construction layout items for the Project. The cost for any additional layout necessary and any re-staking of previously staked items will be born by the contractor at no additional cost to the owner. Contractor will provide a minimum of 48 hours advance notice to the owner when scheduling layout items.

The following items will be staked one time: Centerline of roadway (50 foot intervals); Slope stakes for roadway earthwork, including temporary ditches (50 foot intervals, left and right); Stake and grade combination curb and gutter (25 foot intervals, left and right, at suitable construction offset); Stake and grade Storm Sewer Structures, including manholes, inlets, end section, and catch basins (structure and one offset); pavement stakes, including temporary pavement (25 foot intervals, one row for Phase 1, at suitable construction offset); lighting units (one stake each location); traffic signal foundations and handholes (one stake each location); temporary easement limits (at changes in offset); retaining wall (25 foot intervals, wall and one offset); RR crossing.

Route: FAU6647 County: Peoria Local Agency: City of Peoria & Peoria County Section: 08-00302-00-PV

County Section: 09-00047-01-PV

#### MODULAR BLOCK RETAINING WALL

The Modular Block Retaining Wall shall be constructed to the lines and grades shown in the plans and as specified herein.

The contractor shall re-use the existing modular block to complete construction as shown on the drawings. Additional block that was not re-used shall be stockpiled on-site.

Basis of Payment: All of this work as described shall be paid for at the contract unit price per square foot for MODULAR BLOCK RETAINING WALL.

#### TEMPORARY PAVEMENT – EARTHWORK

Temporary pavement will be constructed in order to accommodate one-way traffic during construction. Earthwork operations to construct the temporary pavement will include earth excavation in order to relocate the existing ditch/swale along the north side of Northmoor Road as well as embankment necessary to build subgrade for temporary pavement. The surplus earth excavation shall be stockpiled on City of Peoria right of way.

The stockpiled soil and portions of the temporary pavement subgrade that will be excavated during construction of the north side will be used in the construction of the permanent Northmoor Road improvements during subsequent phases.

The quantity of earth excavation and embankment for the temporary pavement are included in the overall quantity for the project.

#### AGGREGATE SURFACE COURSE

The AGGREGATE SURFACE COURSE shall be crushed limestone (white rock). No extra compensation will be allowed.

#### TEMPERATURE CONTROL FOR CONCRETE PLACEMENT

Effective: August 3, 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

#### PLACEMENT OF HOT-MIX ASPHALT SURFACE COURSES

Effective: March 22, 2001

Revised: January 1, 2007

Placement of hot-mix asphalt surface courses shall not be allowed after October 15th of any calendar year. The contractor is responsible for scheduling construction activities to complete placement of surface courses prior to October 15th. If surface courses are not in place by October 15th, the contractor is responsible for implementing any measures needed to make the roadway suitable for winter traffic and snow plowing activities. Any additional costs associated with this provision shall be considered included in the cost of the unit prices bid for hot-mix asphalt surface course items.

#### HOT-MIX ASPHALT SURFACE COURSE SURFACE TESTS

Effective: November 1, 2003

Revised January 1, 2007

The Contractor shall provide a person to operate the straight edge in accordance with Article 406.11 of the Standard Specifications and communicate with IDOT personnel to minimize the surface course bumps. If surface course bumps cannot be removed at this time, IDOT personnel will record the locations and provide deductions as stated in Article 406.11.

#### **RAILROAD CROSSING**

This work will be in accordance with AREMA 2009 Manual of Railway Engineering (AREMA), AREMA 2008 Portfolio of Track Work Plans (AREMA), IDOT Standard Specifications for Road and Bridge Construction 2007, subsequently referred to as the IDOT Specifications, and BNSF Design Guidelines for Industrial Track Projects revised March 2004, subsequently referred to as the BNSF Guidelines, except as modified herein. This work shall consist of the removal existing at-grade crossing and replacement with precast concrete crossing panels. The crossing is lengthened as part of the project.

<u>Submittals.</u> Owner approval by its designated representative is required for submittals with a "PA" designation. Submittals having an "FIO" designation are for information only. The following shall be submitted:

Data: Components or Products; PA.

Performance data for components or products proposed as an equivalent to those specified. The Owner's Representative's written approval is required for any such equivalent type component or product proposed to be used.

Drawings: As-Built; PA.

One set of reproducible originals of the final as-built drawings prior to final acceptance by the Owner's Representative. The materials and methods used to

produce these drawings shall meet the requirements of this specification and shall result in drawings that are easy to revise without damage to the drawing.

Schedules: Construction; PA.

A complete schedule of the track and roadway construction that explains how the track construction will proceed and how traffic will be maintained.

Materials and Equipment; FIO.

A complete schedule of the materials proposed for installation within thirty (30) days of receipt of notice to proceed, and before installation of the materials; the schedule shall include a list of equipment proposed for the work.

Statements: Traffic Maintenance Plans; PA.

Traffic maintenance plans for approval.

Reports: Sampling and Testing; FIO.

One certified copy of Test Reports for each test performed on the ballast.

Certificates: Materials and Equipment; FIO.

If welding will be performed, manufacturer's certificates of conformance for the following materials: Rail welding process.

Records: Record of Field Welds; FIO.

If welding will be performed, a welding record of each field weld shall include the signatures and initials of personnel involved and shall be submitted as part of the Project Record Documents.

<u>Project Record Document</u>: Accurately record locations of utilities remaining, rerouted utilities, and new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

<u>Field Measurements</u>: Verify that survey benchmark and intended elevations for the Work are as indicated.

Regulatory Requirements: All excavation and work shall conform to applicable Federal, State and local codes.

Delivery, Storage, And Handling: Materials and Samples: The Owner's Representative will notify the Contractor of the materials approved or disapproved. If material has been delivered to the project site and subsequently disapproved, it shall be promptly segregated from the approved materials and removed from the premises. If materials are disapproved, acceptable replacement materials shall be provided at no additional cost to the Owner. Initial approval by the Owner's Representative will not prevent the removal and replacement of materials that are materially defective or materials not meeting this specification that are discovered during construction and/or routine quality control/quality assurance operations.

<u>Qualifications</u>: Track Construction shall be performed under the direction of qualified and competent supervisory personnel experienced in railroad construction.

#### Project/Site Conditions:

Temporary Work: Drainage shall be maintained, and the accumulation of water that might affect the stability of the roadbed will not be permitted.

The Contractor shall furnish track materials, pavement, roadbed, drainage materials, geotextile fabric, grade crossing materials (such as surface panels and rubber flange ways), and ballast. The Contractor shall construct the track, pavement, roadbed, drainage materials, geotextile fabric, ballast and grade crossings as indicated on the project plans.

<u>Materials</u>. All material is subject to the approval of the Owner and shall conform to IDOT Specifications and AREMA recommendations. Specifically:

Geotextile Fabric For Ground Stabilization – shall conform to IDOT Specifications Article 1080.02.

Pipe Underdrain – shall conform to IDOT Specifications Section 601.

Subballast: Subballast material shall conform to IDOT Specifications for CA-6.

Ballast – Prepared ballast shall be clean crushed granite stone or limestone, Size No. 5 conforming to chapter 1, part 2, section 2.4 of AREMA for Prepared Railroad Ballast for quality, soundness and gradation. The crushed stone shall have a minimum of 75% by weight of crushed pieces having 2 or more fractured faces. The ballast shall have a depth as indicated on the project plans, but no less than 6 inches under the ties with the cribs filled to the top of ties. Ballast shall meet the following gradation:

Sieve Size	No. 5 Ballast % Passing Sieve	
2 1/2"	-	
2"	-	
1 ½"	100	
1"	90 – 100	
3/4''	40 – 75	
1/2''	15 – 35	
3/8"	0 – 15	
No. 4	0 – 5	
No. 8	-	
No. 200	0.5 Max	

The following tests shall be performed every 4,000 tons to insure ballast quality:

TEST	TEST PROCEDURE	ALLOWABLE
Field Sampling	ASTM D-75;	
	ASTM C-702	
Gradation	ASTM C-136	See above
LA Abrasion	ASTM C-535 (Grading 3)	< 30% 1
% Passing 200 Mesh	ASTM C-117	< 1%
Absorption	ASTM C-127	< 2% 1
Bulk Specific		
Gravity (Dry, wet)	ASTM C-127	> 2.6 <sup>1</sup>
Rodded		
Unit Weight	ASTM C-29	
Clay and Organics	ASTM C-142	< 0.5%
Soundness MgSO4 & NaSO4	ASTM C-88	< 5%
Flat and/or Elongated Particles	ASTM D-4791	< 5%

Varies by material type. See AREMA ch. 1, part 2, sec. 2.4, table 1-2-1.

In addition to the above physical analysis, materials will be visually classified by mineral type.

#### Quality Control:

The Engineer has the right to stop delivery of material to the Site based upon visual inspection pending sampling and testing.

The Engineer may reject any ballast which arrives at the Site for unloading that does not conform to the specified requirements.

Take two samples of the delivered ballast product for gradation and other required tests from each 4000 tons of delivered ballast, unless otherwise directed. Each sample to be representative and to weigh not less than 100 pounds.

If products or materials delivered do not conform to specified requirements, the Engineer may reject the material and no further delivery will be accepted until the deficiency is corrected.

Lubricants For Trackwork - The moving parts in turnouts and other trackwork shall be lubricated using a grease commonly used for trackwork lubrication and shall have the following typical characteristics:

Calcium Soap	9.0 %
Solid Additive (graphite)	11.5 %
Penetration, ASTM D217 at 77 degrees F, worked	340
Dropping Point, ASTM D566 at 77 degrees F	101/214
Oil Viscosity, cSt at 104 degrees F	81.8

ASTM D445 SUS at 100 degrees F	379

Other types of grease or lubricating oil may be used provided that the grease or oil has been used successfully on trackwork and has the approval of the Owner's Representative.

Lubricant/Corrosion Protection For Bolts - Corrosion protection for bolts shall be applied to all bolts before tightening. The bolts may be pre-lubricated by the bolt manufacturer. Oil for protecting rail and other track work from corrosion shall conform to the following general specifications:

Asphalt, ASTM D402	100 penetration minimum 45 %
Flash point, ASTM	130 degrees F, minimum
D1310	
Viscosity, kinematic,	140 degrees F, 480 – 700 centistokes
ASTM D2171	

Other types of oil for corrosion protection may be used provided that the oil has been used successfully on trackwork and has the approval of the Owner's Representative.

Track - New, or second hand rail, meeting the AREMA wear limits and condition recommendations for Class I relay, with a minimum section of 115 RE, shall be furnished by the Contractor. Head Free designated rail is not acceptable. All contractor supplied rail must be designated "Control Cooled". Any rail to be installed within the limits of grade crossings shall be rolled to or continuously welded for a length sufficient that no joint occurs within the grade crossing limits.

New double shoulder tie plates with 1 in 40 rail cant sloping towards the track centerline will be furnished by the Contractor.

New wood ties and new switch ties will be furnished by the Contractor.

All timber cross ties and switch ties furnished under this item shall be new, hardwood 7-inch grade (AREMA Number 5). Wood ties shall be made from oak or mixed hardwoods. Cross ties shall be provided with rail plate anti-splitting devices. The contractor will obtain the same tie type from the same supply sources that the BNSF Railway Co. procures their mainline wood ties.

The creosote treatment to be a 50/50 mix of creosote and petroleum solution. Minimum absorption of 7 pounds per cubic foot or to refusal. The amount, method of treatment and type of wood preservatives shall be the same as provided to the BNSF Railway Co.

Dimensions: Standard Cross Ties shall meet the following dimensions: 9" wide x 7" deep x 8' - 6" long. Switch ties shall have a cross sectional dimension of 9" wide x 7" deep, and shall be of the lengths, quantities and spacing recommended by the AREMA portfolio for the various project specified turnouts.

Route: FAU6647 County: Peoria Local Agency: City of Peoria & Peoria County Section: 08-00302-00-PV

County Section: 09-00047-01-PV

All ties shall be free from defects that may impair their strength or durability such as large splits, large shakes, and large holes and knots. Ties with any sign of decay are unacceptable.

Except in woods with interlocking grain, a slant in grain of more than 5 degrees is unacceptable.

Joints: bolted, welded, bonded, and insulated joints shall be furnished by the Contractor, as required to complete the project. Joint bars shall be factory manufactured and of cast steel construction, and intended to match the project required rail sections. Compromise joints shall be manufactured, cast, and designed specifically for the intended rail section transition. Compromise joints may not exceed a rail section transition of more than 20 lbs. per yard from one rail to the next unless reuse of existing compromise joints that do not meet this requirement has been approved by the Owner's Representative. Insulated joints shall be bonded, insulated, joint plugs, matching the project rail section(s), and meeting BNSF requirements for configuration, materials, quality and installation.

Track Spikes and Drive Spikes: Track spikes shall be new and conform to the specifications for high-carbon steel track spikes as provided in chapter 5, part 2, section 2.2 of AREMA. Track spike size shall be 6 by 5/8 in. Drive spikes shall be new and conform to the specifications for steel drive spikes as provided in chapter 5, part 10, section 10.1 of AREMA.

New rail anchors, bolts, nuts and other track material shall be furnished by the Contractor, as required to complete the project.

All track components shall be compatible with, and designed and manufactured to fit the project rail section.

Grade Crossings - Crossing and surface material will be furnished by the Contractor. Roadway width shall be as indicated in the project plans. The grade crossing surface length shall be as indicated on the plans, but in no case shall be less than the width of the travel way plus shoulders, or plus curb, or plus 2 feet, whichever is greater.

Crossing material or surface shall be as indicated on project plans and the following:

Conform to BNSF/UPRR common standard drawings 200100, 200101, 200102, 200900, 200901, 200902, and 200903 or approved equal.

Crossing surface material shall be manufactured for the size and type of rail being used.

Provide grade crossing surface end restraint if recommended by the manufacturer, end deflectors (for dragging equipment protection), and rubber abrasion pads.

Hot-Mix Asphalt shall conform to IDOT Specification Section 406.

Rail within the road crossing shall be as indicated on project plans.

Ties within road crossings shall be new.

Track Materials: For pre-manufactured crossing surfaces or systems, tie plates, spikes or other rail fasteners, rail anchors, and other track materials shall conform to the grade crossing manufacturer's recommendations.

Geotextile: If specified, geotextile fabric in the grade crossing area shall conform to IDOT Specification Article 1080.02.

Welding - Rail Welding Kits shall be furnished by the Contractor. The Contractor shall provide welding kits for all rail sections used. Welding Kits shall conform to BNSF Specifications.

<u>Construction Requirements</u>. All construction requirements shall conform to IDOT Specifications and AREMA recommendations.

Hot-Mix Asphalt Paving: HMA pavement shall be constructed in approaches and other pavement sections as specified and conforming in all respects to the locations shown on the project plans or furnished by the Owner's Representative.

Asphalt aggregates, mix, layer thickness, and general construction shall conform to IDOT Specification Section 406. A full depth asphalt section (including surface course, base course, structural course, tack coats, prime coats, seal coats, binders and additives), labor, and proper equipment shall be provided by the Contractor.

Compaction of asphalt shall be in a direction parallel to the rails, and at no time shall the compactor operate on the rails or the grade crossing surface panels.

Pipe Underdrain Installation: The pipe underdrain shall be placed in conformance to the requirements of IDOT Specification Section 601. Contractor shall protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

Placement Of Ballast: Ballast shall be placed to the lines and grades indicated on the drawings. The maximum thickness of each ballast layer shall not exceed 4 inches. The total ballast depth shall be field adjusted with approval of the Owner's Representative to provide a top of rail elevation as indicated on project plans. Ballast shall not be placed on soft, muddy, or frozen areas. Where the prepared or existing subgrade or subballast is soft, muddy, rutted, exhibits severe depressions, or is otherwise damaged, the ballast shall not be placed until the damaged subgrade or subballast has been repaired and the area has been approved by the Owner's Representative.

Ballast Distribution: Ballast shall not be distributed until the subgrade or roadbed has been approved by the Owner's Representative.

Ballast distribution shall be to the depth indicated and may be from either trucks or railroad cars.

Forming of ruts that would impair proper roadway drainage shall be prevented when distributing ballast from trucks and off track equipment. Any ruts formed greater than 1-in. shall be leveled and graded to drain.

Ballast shall be unloaded as close as possible to the point of use so that unnecessary handling is prevented. Excess ballast shall be picked up and redistributed at the Contractor's expense.

Ballast cars shall not be released until they have been inspected. Ballast cars may be weighed by the Owner and/or the Contractor before and after dumping the ballast.

Ballast Compaction: If ballast construction precedes installation of ties and rail, the ballast shall be placed and spread uniformly over the full width of the ballast section in loose lifts not exceeding 4 inches and compacted to the satisfaction of the Owner's Representative using vibratory rollers weighing at least 5 tons.

Ballast Below Ties: For new construction, the last 4 inches of ballast below the tie, the shoulder ballast, and the ballast in the tie cribs shall be placed subsequent to the rail and tie installation. For surfacing existing track, the ballast shall be placed subsequent to rail anchor placement and rail and tie replacements.

Track Construction: Track construction not covered specifically herein shall be in accordance with AREMA recommendations and recommended practices.

Roadbed Preparation: Clearing and grubbing, grading, excavation, embankment preparation, subgrade preparation and subballast installation shall be performed in accordance with other portions of the specifications. Roadbed surface, grade, and drainage shall be approved prior to any distribution of construction material. Where the subgrade or roadbed is damaged during distribution of materials, ruts and depressions shall be filled and compacted and the roadbed surface re-approved prior to track construction.

Unloading the Materials: The use of picks in the handling of ties will not be permitted. Rails shall be unloaded from cars with an approved derrick or crane and placed with the head up without dropping and with sufficient support under the base. Rails of proper length shall be distributed as necessary for road crossings, switches, joint spacing, and other special conditions.

Ties: Standard center-to-center spacing of crossties shall be 21.5 inches, or through a grade crossing as recommended by the grade crossing surface manufacturer. Ties shall be laid perpendicular to the center line of the track with the grain up (heartwood side down). The best ties shall be used at the rail joints. The ends of ties on one side of the

track shall be parallel to the rail and the center of the tie shall be on the approximate center line of the track. The top surface of ties shall provide full bearing for the tie plates. Adzing shall be restricted to that necessary to provide a sound true bearing for the tie plate. Adzing in excess of 0.2 in. will not be permitted. Where adzing is necessary, the cut surface shall be completely saturated with creosote or other approved preservatives.

Tie Plates: Tracks shall be fully tie-plated. Tie plates shall be free of dirt and other foreign material when installed. Tie plates shall be placed so that the rails will have full bearing on the plate, and the plate will have full bearing on the tie. Tie plates shall be set at right angles to the rail with the outside shoulder against the base of the rail, and centered on the tie. Canted tie plates shall be installed to cant the rail inward.

Rail: The base of the rail and the surface of the tie and tie plate shall be free of dirt and other foreign materials prior to laying rail.

Laying Rail: Rail shall be laid without bumping or striking, to standard gage (4 ft 8-1/2 in. between points 5/8 in. below the top of the rail) on tangents and on curves up to 12 degrees. The track shall be gauged at every third tie as spikes are being driven.

Gaps between rail ends in insulated joints shall only be sufficient to permit insertion of standard end posts.

A standard rail thermometer shall be used to determine the rail temperature. The thermometer shall be laid close to the web on the side of the rail base which is shaded from the sun's rays in advance of the laying operation and left there long enough to accurately record the temperature. The Contractor quality control representative shall see that rail temperature is checked frequently and that proper rail expansion shims are used. All thermometers shall be calibrated against the Owner's Representative's rail thermometer which will have been accurately calibrated and will be considered as the standard.

Rail joints shall not occur in a road crossing.

Matching Rails: Where relay rail is used, care shall be exercised in matching adjacent rails to prevent lipped or uneven joints. Any mismatched rail ends shall be welded to provide proper match. Rail end mismatch shall not exceed 1/8 inch on gage or tread portions of rail.

Drilling and Cutting Rail: Only rail saws shall be used to cut rail. Rails that have been torch cut or have holes cut with a torch will not be accepted. When drilling of rail is necessary, all chips and burrs shall be removed before applying joints. Holes for bolting of cut rails shall be drilled by an approved type of rail drill. The use of a torch for cutting bolt holes will not be permitted. Contractor shall field drill holes for jointed connections.

Spiking:

Spiking Procedures: Rail shall be spiked promptly after being laid. Spikes shall be started and driven vertically and square with the rail. Spikes shall be driven to allow approximately 1/8 to 3/16 in. space between the underside of the spike and the top of the rail base. Spikes shall not be overdriven, or straightened while being driven. Spikes shall not be installed through the slots in skirted-type, slotted joint bars (angle bars). Spikes shall not be driven against the ends of joint bars.

Number of Spikes: Spike locations shall conform to the spiking patterns shown on the project plans. The pattern shall be held consistent through out the project. Eight rail-holding spikes shall be used on each tie through road crossings.

Tie Plugs: If spikes are withdrawn, the holes shall be swabbed with creosote and plugged with creosoted tie plugs of proper size to fit the hole. If spikes are withdrawn and spikes are to be reinserted in existing spike holes, the holes shall be swabbed with creosote and plugged with creosoted tie plugs prior to re-driving the spike. Tie plugs shall not be installed in pre-bored holes unless spikes have been driven and withdrawn.

Rail Anchor Placement: Rail anchors shall be used on track segments that are plated with AREMA tie plates. Box anchor every tie as indicated on the project plans. Rail anchors shall be installed to the gage side of the rail against the same tie face on opposite rails. Rail anchors shall grip the base of the rail firmly and shall have full bearing against the face of the tie. Rail anchors shall not be moved by driving them along the rail. Rail shall be anchored immediately after spiking and before rail has experienced a large temperature change.

Surfacing: Alignment and surfacing shall follow the unloading of the ballast. Bolt tightening, and ballast placement shall be complete prior to commencement of surfacing and alignment work.

Lifts: The new track construction, after being aligned, shall be brought to grade and surface in lifts not exceeding 6 in. per lift. After each lift, the ballast shall be tamped. When using jacks, they shall be placed close enough together to prevent undue bending of rail or stress of rail and joint. Both rails shall be raised at one time and as uniformly as possible, except where superelevation is required.

At the locations connecting the new tracks to existing tracks, where major track resurfacing is not required, the Contractor shall perform a "skin" lift and ensure that the ties are adequately tamped, the ballast section is adequately compacted and dressed, and to correct minor deficiencies in surface and alignment. The "skin" lift shall be made in one lift not to exceed 0.5 inches. Survey elevations will be taken as described in part 1.6 of this specification.

Tamping: Raising and tamping of track shall be performed with an automatic, vibratory, squeeze type power tamper with 16 tamping heads, capable of raising both rails simultaneously and maintaining cross level. The equipment to be used for surfacing operations is subject to approval by the Owner's Representative. Every tie in the track shall receive two or more full insertions of the tamping heads. The center shall be filled with ballast, but tamping will not be permitted in the center of the ties. Both ends of the ties shall be tamped simultaneously and tamping inside and outside of the rail shall be done at the same time. Tamping tools shall be worked opposite each other on the same tie. Ballast under switch ties and road crossing ties shall be tamped the entire length of each tie. All ties shall be tamped to provide solid bearing against the base of the rail after the track or turnout is raised to grade at final surfacing. All down ties shall be brought up to the base of rail and shall be machine tamped. The resultant track surface and alignment shall be uniform and smooth. Tamping of track in snow or frozen ballast conditions will not be permitted.

Replacement of Ties: After tamping has been completed and the jacks removed, all ties pulled loose shall be replaced to their proper position, re-spiked and retamped to provide full bearing against the rail.

Runoff of Track Raises: The runoff at the end of a rise shall not exceed 1/2 in. in 31 ft of track unless otherwise approved by the Owner's Representative.

Horizontal Alignment: Horizontal alignment of curved track shall be established by the Contractor using manual or mechanical means and conforming to the project plans with the aid of construction stakes.

Final Dressing: After the final alignment the ballast shall be dressed to the section indicated. After final dressing ballast shall not cover the tops of the ties. The portion of the subgrade outside the ballast line shall be left with a full, even surface and the shoulder of the subgrade shall be properly dressed to the indicated section to provide proper drainage away from the track.

Surplus Ballast: Surplus ballast remaining after final surfacing and dressing of the ballast section shall be distributed or otherwise disposed of as directed by the Owner's Representative.

Cleanup: Upon completion of the work, the Contractor shall remove all rubbish, waste, and discarded materials generated by the work from the project area. Areas where the Contractor has worked, including but not limited to, project areas, material storage sites, and borrow or disposal areas shall be left in a clean, well-graded, and well-drained condition.

Spoil Materials: Spoil materials removed from the track shall be disposed of as directed by the Owner's Representative. Spoil materials shall not be placed on the shoulders, in ditches, in drains, or in other areas where they would impede the flow of water away from the track.

Tolerances for Finished Track: Completed track shall meet the following tolerances. Track not meeting the tolerances specified below shall be repaired to meet these requirements, at no additional cost to the Owner.

Gage: Track gage shall be within plus or minus ¼-in. of design gage in open track.

Alignment: Alignment shall be measured as the deviation of the mid-offset of a 62-ft. line, with the ends of the line at points on the gage side of the line rail, 5/8-in. below the top of the railhead. Either rail may be used as the line rail on tangent track; however, the same rail shall be used for the entire length of the tangent. The outside rail in a curve is always the line rail. Alignment on tangents shall not deviate from uniformity more than ½-in. Alignment on curves shall not deviate from uniformity more than 3/8-in.

Track Surface: Track surface shall meet the following requirements:

The runoff at the end of a raise shall not exceed ½-in. in any 31 ft of rail. The deviation from existing profile on either rail shall not exceed ¼-in. Deviation from zero cross-level at any point on tangent shall not exceed ½-in.

### Cutting and Drilling Rail

Use only a reciprocating saw and an abrasive saw designed for cutting rail with clamps to assure a perpendicular cut.

When necessary, drill new holes with a drill designed for drilling rail; do not punch, slot or burn with a torch.

### Final Alignment and Track Inspection:

The Contractor will make a survey of the track to determine if the horizontal and vertical alignment, gage, cross level, and superelevation are within the tolerances specified for each type of track construction.

Correct track deviations which exceed tolerances.

Grade Crossings: Grade crossings shall be constructed as indicated on the project plans. A smooth transition shall be made between the crossing surface and the adjoining roadway.

Spikes and Anchors: All ties within the crossing shall be spiked with 4 rail-holding spikes per tie plate, and fully box anchored.

Any rail to be installed within the limits of a grade crossing shall be rolled to or continuously welded for a length sufficient that no joint occurs within the grade crossing limits or within 10 feet beyond the ends of the crossing.

Grade crossing end deflectors (for dragging equipment protection) shall be installed.

Rubber abrasion pads shall be installed on each tie.

Crossing Flangeways: Upon completion of the grade crossing installation, the flangeways through the crossing shall be a minimum of 2 in. deep and between 2-1/2 in. and 3 in. wide. The Contractor shall ensure that adequate flangeways are provided prior to installation of the final crossing surface.

Flangeway Filler: All flangeways shall have rubber fillers per manufacturer specifications.

All elements of Hot-Mix Asphalt materials shall comply with IDOT Specification Section 406. Compaction of asphalt shall be in a direction parallel to the rails, and at no time shall the compactor operate on the rails or the grade crossing surface panels.

Geotextile or filter fabric, if specified, should extend beyond the ends of the crossing 10 feet and, if practical, should extend beyond any rail joint 5 feet.

Installation Of Miscellaneous Track Materials: Tie plates shall be furnished to the work sites as required. Excess tie plates, remaining at the conclusion of the contract, are the Contractor's property and shall be remove at no cost to the Owner.

Positioning of Tie Plates: Tie plates shall be positioned on the tie so that the shoulder has full bearing against the base of the rail. The plate shall be centered on the tie width, except that the plate shall be positioned up to 1/2 in. off-center if necessary to avoid spiking into an existing tie split.

Insulated Joints: Care shall be taken to protect insulated joints during track construction. Where an insulated joint is disturbed, it shall be repaired or reinstalled as necessary and in accordance with the manufacturer's installation instructions.

Installation of New Ties: New ties shall be inserted in track with the heartwood down, square to the line of the rails.

Sampling And Testing: Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by an approved commercial testing laboratory, or by the Contractor, subject to approval. If the Contractor elects to establish testing facilities, approval of such facilities shall be based on compliance with ASTM D3740.

Ballast Samples: Contractor shall submit certificate of ballast gradation and material properties from material supplier or other approved source. If any individual sample fails

to meet the gradation requirement, placement shall be halted and immediate corrective action shall be taken to restore the specified gradation. If any individual sample fails to meet the specified quality and soundness requirements, placement shall be halted and immediate corrective action shall be taken to restore the specified quality.

Ballast Tests: Ballast shall meet the material recommendations provided in this specification.

Inspection And Field Testing: Quality control inspection and field testing shall be performed by the Contractor.

Track: Inspection shall be performed to ensure that all the requirements of these specifications are met. Bolted joints shall be inspected for loose bolts and for smooth transitions between rails of different sections. Rail, tie plates, and ties shall be checked to ensure that the rail is properly seated and has full bearing on the tie plate and tie. Upon completion of construction, measurements of track gage, cross level, and alignment shall be taken and recorded as specified in part 1.4 SUBMITTALS of this specification.

Thermite Weld Joints Testing: Each thermite weld joint shall be ultrasonically tested following the visual inspection. The method of inspection and acceptance shall be in accordance with AWS D1.1. The Contractor shall replace defective welds, at no additional cost to the Owner. Ultrasonic testing shall be performed by the Contractor after the rail has been installed in track. The testing will determine whether or not each weld meets the criteria of paragraphs Gap and Alignment, Weld Finishing and Tolerances, and Weld Quality. Welds made in the track which the Owner's Representative determines to be unacceptable shall be cut out of the rail and replaced by a section of new rail and two new welds. Saw cuts shall be made at least 6 in. from the centerline of the faulty weld. Replacement welds and replacement rails shall be at the sole expense of the Contractor. Replacement welds shall be renumbered as indicated. Replacement welds made in track shall be ultrasonically tested.

Basis of Payment. This work will be paid for at the contract unit price per Lump Sum for RAILROAD CROSSING, which price shall include all labor, equipment, and materials necessary to complete this work. This payment will constitute full compensation for furnishing ballast, equipment, labor and incidentals necessary to complete the work required, and for removing and properly disposing of replaced materials. Any required work or materials, such as lubricants and creosote, which are not listed on the informational summary of quantities, shall be considered subsidiary to the items listed, and their cost shall be included in the cost for the RAILROAD CROSSING.

Grade Crossing: This item shall include furnishing of all material, equipment, and labor needed to install the grade crossings including ties, rail, OTM, ballast, surface panels, rubber flangeway seals, subgrade construction, geotextile fabric, under drains, subballast, and additional ballast or aggregate surface in all respects to the locations shown on the plans or furnished by the Owner's Representative. The pay items for Hot-mix asphalt pavement courses will be paid for separately and are not included in the pay item for railroad crossing. This work will include rail welds (and

testing) if necessary to eliminate rail joints within the limits of the crossing. This work will include track construction to the first joint beyond the crossing surface, or a minimum of 10 feet beyond the ends of the roadway edge of pavement, and reuse and relocation of compromise joints and transition rails and associated tie replacement. This work will be paid for at the contract unit price per lump sum for RAILROAD CROSSING.

Alignment and Surfacing of Existing Track: This item shall include furnishing of all equipment and labor needed to line and surface the new track and the existing track where new construction matches existing. This work will not be measured for payment. The cost for this work shall be included in the unit price per lump sum for RAILROAD CROSSING.

### **ELECTRICAL SPECIAL PROVISIONS**

### RESPONSIBILITY OF CONTRACTOR

The Contractor shall deliver complete lighting systems, thoroughly tested and in operating condition. He is cautioned to use the procedures outlined. For example, it is necessary that the wiring be meggered in the presence of the Engineer. All defective or damaged parts must be replaced at no extra cost before payment will be made, even though approval has been given to use the parts on the basis of manufacturer's specifications and descriptions.

Any negligence on the part of the Contractor to comply with these provisions or any part thereof, may be considered by the City of Peoria as cause for default of contract in accordance with Section 105 of the "Standard Specifications for Road and Bridge Construction".

### **DELIVERY OF MATERIALS**

The Contractor shall designate on his progress schedule the quoted shipment on the poles, luminaires, ballasts, and wiring materials that he will use to construct the project.

### **GUARANTEES**

If a guarantee is included in the standard sales prices of any items at no extra cost, the Contractor shall supply the Engineer with a copy. Lamps, luminaires, ballasts, photocells, contactors, and circuit breakers may have such a guarantee.

### PROSECUTION OF WORK

The Engineer will determine the date for starting the work on the contract and shall give the Contractor ten (10) days notice thereof.

The Contractor shall construct the lighting system in the following stages:

- 1. Conduits, except for services
- 2. Foundations and handholes
- 3. Wiring, except in poles and services
- 4. Poles, luminaires, ballasts, lamps and pole wiring
- 5. Controllers and services

Stages may run in succession in any order or concurrently. Stages running concurrently will be combined into a single stage.

### **GROUNDING**

All poles and the control cabinet shall be connected to a continuous ground consisting of copper wire 1/C #6 AWG, green color insulated electric cable, and the handhole cover and frame shall be grounded in accordance with State Standard 873001-02. The conductor shall be installed with the insulated cables inside the conduit.

The ground conductor shall have no splices or kinks below grade. It shall be solidly connected to the grounding lug on each pole and to the ground rod at the service installation.

<u>Basis of Payment:</u> Driven ground rods, connectors, connecting ground wire and their installation are included with the device being grounded. No extra compensation will be allowed.

### WIRING TESTS

The tests outlined in this section are witness tests to be performed during construction in the presence of the Engineer at times approved by the Engineer. They shall be performed by the Contractor's personnel and with his equipment. The cost is incidental and no extra compensation will be allowed.

Testing will be performed at opportune times before final inspection. Defects shall be corrected and testing repeated until all sections of the installation are sound. Splicing or repairing of insulation below grade is not permissible except in handhole.

All data required herein shall be read and recorded at the time of the test by the Engineer in the log which will be retained by him for examination and approval at the time of final inspection. It is the responsibility of the Contractor to make certain that the log is complete and the data proves that the system performance exceeds the minimum requirements. Approval for payment will be given only if a complete log is submitted by the Engineer at time of final inspection and the final, corrected system meets the minimum requirements.

It is the purpose of the test to confirm the quality of insulation in the ballasts and wiring.

All construction shall be finished when tests are made. The pole shall be erected with ballasts and lamps in-place. Trenches shall be backfilled and all connection shall be made up in handholes, poles and control cabinets.

Insulation resistance shall be measured with a megger generating not less than 500 nor more than 1,000 volts. A multimeter is not acceptable because it applies only a few volts which will permit some insulation defects to go undetected. Erratic behavior of the megger during the test indicates an intermittent weakness which must be corrected. Only the lowest value indicated shall be considered or recorded.

The Engineer shall log the serial number and voltage rating of the megger used by the Contractor. He shall then confirm the calibration of the megger by connecting the two leads of the megger together so that the resistance to be measured by the megger when it is turned to full speed is zero. Unless this is true, the megger will give false readings under all other circumstances as well.

Each circuit shall be permanently tagged for identification and then tested at the control centers. The full voltage of the megger shall be applied between ground and each insulated wire in each circuit. The ground shall consist of a driven copper clad rod 2.4 m x 16 mm or larger, connected by #6 AWG wire to the power company neutral in the control cabinet. Circuits shall be isolated from each other by opening the circuit breakers.

All conductors shall be meggered pole to pole before connecting to the light fixtures.

Route: FAU6647 County: Peoria

Local Agency: City of Peoria & Peoria County Section: 08-00302-00-PV County Section: 09-00047-01-PV

# <u>WIRING TEST LOG SHEET</u> (One REQUIRED for each control of service center)

Control Center Number:	_		
MEGGER DATA:			
Volts generated volts.  (Must be 500 to 1,000)  Scale used: 0 to	megohms.		
Scale used. 0 to	megonins.		
Manufactured by: Serial Number:			
CONSTRUCTION STATUS:			
Wiring complete	Incomplete	•	
Trenches open	Backfilled		
MEGOHMS TO GROUND:			
Wire A to power supply Wire B to power supply Wire A to lighting circuit 1 Wire B to lighting circuit 1 Wire A to lighting circuit 2		megohms megohms megohms megohms megohms	
Wire B to lighting circuit 2		megohms	
AMPERES:			
Wire A to power supply, initial Wire B to power supply, initial Wire A to power supply, after 5 minutes on		amperes amperes amperes	
Wire A Circuit 1 after 5 minutes on		amperes	
Wire A, Circuit 1 - after 5 minutes on Wire A, Circuit 2 - after 5 minutes on		amperes amperes	
Wire B, Circuit 1 - after 5 minutes on		amperes	
Wire B, Circuit 2 - after 5 minutes on		amperes	
REGULATION: (Make following test (5) minutes or more)		burning after they have been on for five	•
(1) Voltage in control cabinet between V	Wire A and Wire B to Power s	supply	
(2) Voltage between Wire A and Wire E	B at most distance light (desig	nated by Engineer)	Volts.
(3) Voltage in control cabinet between V	Wire A and Wire B to Power:	supply (same as 1)	Volts.
		Engineer	
		Engineer	

Route: FAU6647 County: Peoria

Local Agency: City of Peoria & Peoria County

Section: 08-00302-00-PV County Section: 09-00047-01-PV

# ILLINOIS DEPARTMENT OF TRANSPORTATION 250W LUMINAIRE PERFORMANCE TABLE (SINGLE SIDED)

	GIVEN CONDITIONS				
ROADWAY DATA	Pavement Width	36 (ft)			
	Number of Lanes	3			
	Median Width	N/A			
	I.E.S. Surface Classification	R3			
	Q-Zero Value	.07			
LIGHT POLE DATA	Mounting Height	40 (ft)			
	Davit Arm Length	8 (ft)			
	Pole Set-Back From Edge of Curb	3 (ft)			
LUMINAIRE DATA	Lamp Type	250W HPS			
	Lamp Lumens	28000			
	I.E.S. Vertical Distribution	Medium			
	I.E.S. Control Of Distribution	Full Cutoff			
	I.E.S. Lateral Distribution	Type III			
	Total Light Loss Factor	.7			
LAYOUT DATA	Spacing	150 (ft)			
	Configuration	Single Sided			
	Luminaire Overhang over edge of pavement	5 (ft)			

**NOTE**: Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

### PERFORMANCE REQUIREMENTS

**NOTE**: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

ILLUMINATION	Ave. Horizontal Illumination, EAVE	0.9 fc	fc
	Uniformity Ratio, E <sub>AVE</sub> /E <sub>MIN</sub>	4.0	
LUMINANCE	Average Luminance, L <sub>AVE</sub>	0.6 Cd/m	2
	Uniformity Ratio, L <sub>AVE</sub> /L <sub>MIN</sub>	3.5	
	Uniformity Ratio, L <sub>MAX</sub> /L <sub>MIN</sub>	6.0	
	Veiling Luminance Ratio, L <sub>V</sub> /L <sub>AVE</sub>	0.4	

### TRAFFIC SIGNAL SPECIAL PROVISIONS

# LOCATION OF UNDERGROUND STATE AND CITY OF PEORIA MAINTAINED ELECTRICAL FACILITIES

The Contractor shall be responsible for locating existing IDOT and city of Peoria electrical facilities prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to IDOT facilities resulting from inaccurate locating.

The Contractor may obtain, on request, plans for the existing electrical facilities from the Department and city of Peoria.

The Contractor shall also be responsible for locating and providing protection for IDOT facilities during all phases of construction. If at any time, the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work shall be included in the contract bid price.

### **OPERATION OF EXISTING TRAFFIC SIGNALS**

The existing traffic signals shall remain in operation during the construction of the proposed traffic signals. The Contractor shall furnish all labor, materials, and equipment required to keep the existing traffic signals operational during construction staging, including, but not limited to, temporary traffic signal posts, temporary signal heads, and temporary wiring. The integration of the existing detector loops into the proposed traffic signals may require that the intersection run in pre-timed operation. The Contractor shall notify the Department prior to placing any phases into recall. This work will not be paid for separately, but shall be included in the bid price for the project.

SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST ARM MOUNTED SIGNAL HEAD, LED, 1-FACE, 4-SECTION, MAST ARM MOUNTED SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED

This work shall be in accordance with Sections 880 and 1078 of the Standard Specifications except as modified herein.

The traffic signal heads shall consist of 300mm (12") polycarbonate sections and shall be equipped with LED assemblies for all red bulb, yellow bulb, green bulb, red arrow, yellow arrow, and green arrow indications.

The traffic signal heads shall have a black finish with black doors and tunnel visors.

All traffic signal brackets shall be aluminum construction, Schedule 80, with a natural finish.

The LED signal faces shall be equipped with spade connectors and connected to the traffic signal head terminal block.

The LED assemblies for the red, yellow, and green solid and arrow indications shall meet or exceed the following minimum specifications:

### RED LED ASSEMBLY

Currently, only the following models are approved by the Department for use provided that they meet the minimum specifications listed below:

GELcoreModel DR6-RTFB-17ADialightModel DURALED 433-1210-003XL

The LED assembly must conform to the following minimum specifications:

Lens: 300mm (12") Diameter, Red, Hard Coated for Abrasion Resistance, UV Stabilized Dome, Designed to Evenly Distribute Light Across the Entire Face of the Lens to Provide a Uniform Illuminance Across the Face of The LED, Provide a Wide Angle For Viewing, And Eliminate any "Dotty" or Grainy Appearance.

LEDS: Interconnected to minimize the effect of single LED failures, Nominal Wattage: 6-10 W or less, Nominal Wavelength: 625-626nm

Minimum Luminous Intensity (cd): 365

Product Warranty: 5 Year Replacement (Materials, Workmanship, and Intensity)

The assembly shall be capable of operating from 80 to 135 VAC with less than 10% variation in intensity, shall have an operating temperature range of -40° to 74°C, and shall be sealed and highly resistant to water intrusion.

The assembly shall conform to the latest applicable (Part II) ITE color requirements and meet ITE VTCSH LED Circular Signal Supplement June 2005 specifications for LED traffic signals, including intensity requirements at -40° to 74°C.

The assembly shall be compatible with signal control equipment per NEMA TS-2, NEMA TS-1 standards, and include transient voltage protection and fusing to withstand high-repetition noise transients and low repetition high energy transients per NEMA standard 1992 and ITE VTCSH-STD PART 2.

### YELLOW LED ASSEMBLY

Currently, only the following models are approved by the Department for use provided that they meet the minimum specifications listed below:

GELcore

Model DR6-YTFB-17A

Dialight

Model DURALED 433-3230-001XL

The LED assembly must conform to the following minimum specifications:

Lens: 300mm (12") Diameter, Clear or Yellow, Hard Coated for Abrasion Resistance, UV Stabilized Dome, Designed to Evenly Distribute Light Across the Entire Face of the Lens to Provide a Uniform Illuminance Across the Face of The LED, Provide a Wide Angle For Viewing, And Eliminate any "Dotty" or Grainy Appearance

LEDS: Interconnected to minimize the effect of single LED failures, Nominal Wattage: 19 W or less, Nominal Wavelength: 589-590nm

Minimum Luminous Intensity (cd): 910

Product Warranty: 5 Year Replacement (Materials, Workmanship, and Intensity)

The assembly shall be capable of operating from 80 to 135 VAC with less than 10% variation in intensity, shall have an operating temperature range of -40° to 74°C, and shall be sealed and highly resistant to water intrusion.

The assembly shall conform to the latest applicable (Part II) ITE color requirements and meet ITE VTCSH LED Circular Signal Supplement June 2005 specifications for LED traffic signals, including intensity requirements at -40° to 74°C, except for when its terms are in conflict with the terms contained in this special provision. In such cases, this special provision shall supersede the contrary ITE specification.

The assembly shall be compatible with signal control equipment per NEMA TS-2, NEMA TS-1 standards, and include transient voltage protection and fusing to withstand high-repetition noise transients and low repetition high energy transients per NEMA standard 1992 and ITE VTCSH-STD PART 2.

### **GREEN LED ASSEMBLY**

Currently, only the following models are approved by the Department for use provided that they meet the minimum specifications listed below:

<u>GELcore</u>

Model DR6-GCFB-17A (Clear)

Dialight

Model 433-2220-001XL (Tinted Lens)

The LED assembly must conform to the following minimum specifications:

Lens: 300mm (12") Diameter, Hard Coated for Abrasion Resistance, UV Stabilized Dome, Designed to Evenly Distribute Light Across the Entire Face of the Lens to Provide a Uniform Illuminance Across the Face of The LED, Provide a Wide Angle For Viewing, And Eliminate any "Dotty" or Grainy Appearance

Route: FAU6647 County: Peoria

Local Agency: City of Peoria & Peoria County

Section: 08-00302-00-PV County Section: 09-00047-01-PV

LEDS: Interconnected to minimize the effect of single LED failures, Nominal Wattage: 9-13 W or less, Nominal Wavelength: 500nm

Minimum Luminous Intensity (cd): 475

Product Warranty: 5 Year Replacement (Materials, Workmanship, and Intensity)

The assembly shall be capable of operating from 80 to 135 VAC with less than 10% variation in intensity, shall have an operating temperature range of -40° to 74°C, and shall be sealed and highly resistant to water intrusion.

The assembly shall conform to the latest applicable (Part II) ITE color requirements and meet ITE VTCSH LED Circular Signal Supplement June 2005 specifications for LED traffic signals, including intensity requirements at -40° to 74°C.

The assembly shall be compatible with signal control equipment per NEMA TS-2, NEMA TS-1 standards, and include transient voltage protection and fusing to withstand high-repetition noise transients and low repetition high energy transients per NEMA standard 1992 and ITE VTCSH - STD Part 2

### GREEN ARROW LED ASSEMBLY

Currently, only the following models are approved by the Department for use provided that they meet the minimum specifications listed below:

GELcore	Model DR6-GCAAN-17A
Dialight	Model 432-2374-001XOD

The LED assembly must conform to the following minimum specifications:

Lens: 300mm (12") Diameter, Hard Coated for Abrasion Resistance, UV Stabilized Dome, Designed to Evenly Distribute Light Across the Entire Face of the Lens to Provide a Uniform Illuminance Across the Face of The LED, Provide a Wide Angle For Viewing, And Eliminate any "Dotty" or Grainy Appearance.

LEDS: Interconnected to minimize the effect of single LED failures, Nominal Wattage: 5-6 W or less, Nominal Wavelength: 500nm, Shall Have a Full Profile Arrow Indication (No Outlined or 2 Row Indications)

Minimum Luminous Intensity (cd): 176

Product Warranty: 5 Year Replacement (Materials, Workmanship, and Intensity)

Route: FAU6647 County: Peoria Local Agency: City of Peor

Local Agency: City of Peoria & Peoria County

Section: 08-00302-00-PV County Section: 09-00047-01 BV

The assembly shall be capable of operating from 80 to 135 VAC with less than 10% variation in intensity, shall have an operating temperature range of -40° to 74°C, and shall be sealed and highly resistant to water intrusion.

The assembly shall conform to the latest applicable (Part II) ITE color requirements and meet ITE VTCSH LED Vehicle Arrow Traffic Signal Supplement July 1, 2007 specifications for LED traffic signals, including intensity requirements at -40° to 74°C.

The assembly shall be compatible with signal control equipment per NEMA TS-2, NEMA TS-1 standards, and include transient voltage protection and fusing to withstand high-repetition noise transients and low repetition high energy transients per NEMA standard 1992 per ITE VTCSH - STD Part 3.

### YELLOW ARROW LED ASSEMBLY

Currently, only the following models are approved by the Department for use provided that they meet the minimum specifications listed below:

GELcore Model DR6-YTAAN-17A
Dialight Model 431-3334-001XOD

The LED assembly must conform to the following minimum specifications:

Lens: 300mm (12") Diameter, Clear or Yellow, Hard Coated for Abrasion Resistance, UV Stabilized Dome, Designed to Evenly Distribute Light Across the Entire Face of the Lens to Provide a Uniform Illuminance Across the Face of The LED, Provide a Wide Angle For Viewing, And Eliminate any "Dotty" or Grainy Appearance

LEDS: Interconnected to minimize the effect of single LED failures, Nominal Wattage: 12 W or less, Nominal Wavelength: 590-592nm, Shall Have a Full Profile Arrow Indication (No Outlined or 2 Row Indications)

Minimum Luminous Intensity (cd): 141.6-146

Product Warranty: 5 Year Replacement (Materials, Workmanship, and Intensity)

The assembly shall be capable of operating from 80 to 135 VAC with less than 10% variation in intensity, shall have an operating temperature range of -40° to 74°C, and shall be sealed and highly resistant to water intrusion.

The assembly shall conform to the latest applicable (Part II) ITE color requirements and meet ITE VTCSH LED Vehicle Arrow Traffic Signal Supplement July 1, 2007 specifications for LED traffic signals, including intensity requirements at -40° to 74°C, except for when its terms are in conflict with the terms contained in this special provision. In such cases, this special provision shall supersede the contrary ITE specification.

The assembly shall be compatible with signal control equipment per NEMA TS-2, NEMA TS-1 standards, and include transient voltage protection and fusing to withstand high-repetition noise transients and low repetition high energy transients per NEMA standard 1992 per ITE VTCSH - STS Part 3.

### YELLOW/GREEN BI-MODAL ARROW

Currently, only the following models are approved by the Department for use provided that they meet the minimum specifications listed below:

GELcore Model DR6-ECA6-01A (Outline Profile)

Dialight Model 430-6370-001

The LED assembly must conform to the following minimum specifications:

Lens: 12" Diameter, Hard Coated for Abrasion Resistance, UV Stabilized Dome

LEDS: Interconnected to minimize the effect of single LED failures, Nominal Wattage: 10 W Green, 10 W Yellow or less, Nominal Wavelength: 505 -508 nm Green, 590-592 nm Yellow

Product Warranty: 5 Year Replacement (Materials, Workmanship, and Intensity)

The assembly shall be capable of operating from 80 to 135 VAC with less than 10% variation in intensity, shall have an operating temperature range of 40° to 74°C, and shall be sealed and highly resistant to water intrusion.

The assembly shall conform to the latest applicable (Part II) ITE color requirements and meet ITE specifications for LED traffic signals, including intensity requirements at -40° to 74°C.

The assembly shall be compatible with signal control equipment per NEMA TS-2, NEMA TS-1 standards, and include transient voltage protection and fusing to withstand high-repetition noise transients and low repetition high energy transients per NEMA standard 1992 per ITE VTCSH - STD Part 2.

<u>Basis of Payment</u>: This work will be paid for at the contract unit prices each for SIGNAL HEAD, LED of the type specified and shall be payment in full for all labor, materials, and equipment required to provide and install the traffic signal heads described above, complete.

### HANDHOLE, PORTLAND CEMENT CONCRETE

This work shall consist of furnishing the materials and constructing a handhole in accordance with the applicable Articles of Section 814 and 1088 of the Standard Specifications with the following modifications:

The lift ring for the cover shall consist of a solid closed ring of stainless steel at least 3/8 inch in diameter. The lift ring shall be attached to the cover by a loop of stainless steel at least 3/8 inch in diameter. The lift ring and loop shall be recessed in the cover.

The Contractor shall install heavy-duty, fully-galvanized hooks, with a minimum diameter of ½" in the proposed handhole. The Contractor shall submit this material to the Engineer prior to construction of the handholes.

The lid shall be marked with the legend "Traffic Signals".

Pre-cast handholes are not allowed.

All unsuitable materials shall be disposed of by the Contractor outside the job limits.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for HANDHOLE, PORTLAND CEMENT CONCRETE which price shall be payment in full for all labor, materials, and equipment required to provide the handhole described above as well as any necessary excavating, backfilling, disposal of unsuitable materials, and furnishing all materials within the limits of the handhole.

### GROUNDING OF TRAFFIC SIGNAL STRUCTURES

This work shall be in accordance with the applicable Articles of Sections 807, 817 and 1066 of the Standard Specifications with the following modifications:

This work shall consist of furnishing and installing a grounding wire to connect all existing traffic signal posts, existing and proposed mast arm assemblies, existing and proposed light poles, handholes (lids, rings, frames – except advanced loop handholes), traffic signal cabinets, lighting controllers, and exposed metallic conduits.

The proposed ground wire shall be an insulated #6 XLP green copper conductor.

This wire shall be bonded to all items and their associated ground rods utilizing mechanical lugs and bolts. This wire may be made continuous by splicing in the adjacent handholes with compression lugs. Split bolts shall not be allowed.

The grounding wire shall be bonded to the grounded conductor at the service disconnect per the NEC.

The Contractor shall provide a sufficient length of cable to ground each existing handhole lid and frame. The length of wire required to ground each handhole will not be measured for payment, but shall be included in the unit bid price for this pay item.

The Contractor shall provide grounding bushings on all metallic service conduits in the controller bases.

All clamps, hardware, and other materials required shall be included in the bid price.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for ELECTRIC CABLE IN CONDUIT, NO. 6 1/C which price shall be payment in full for all labor, materials, and equipment required to provide the grounding system described above.

### TRAFFIC SIGNAL POST

This work shall be in accordance with Sections 878 and 1077 of the Standard Specifications except as modified herein.

The traffic signal post shall be attached to the foundation with four 3/4" x 18" galvanized anchor bolts. The post base shall be secured to the foundation using galvanized nuts and galvanized steel flat washers that have a minimum thickness of 1/4" and are trapezoidal in shape. The washers shall be sized so as to completely capture the mounting flanges of the traffic signal base. Round washers will not be acceptable.

Basis of Payment: This work will be paid for at the contract unit price each for TRAFFIC SIGNAL POST of the length specified which price shall be payment in full for all labor, material, and equipment required to furnish and install the traffic signal post and base described above.

### PEDESTRIAN PUSH BUTTON

This work shall be in accordance with Sections 888 and 1074 of the Standard Specifications except as modified herein.

All pedestrian push buttons shall have a round case and be equipped with a 2" diameter mushroom head for easy access.

The pedestrian push buttons shall be of polycarbonate construction and shall have a yellow housing. The push button shall utilize a piezo driven solid state switch.

The following models are approved for use within District 4:

- Polara, BullDog with momentary LED Indicator with audible buzzer, Round, Black Housing, Model (BDLL2-B)
- Campbell 4EVR, with momentary LED Indicator with audible buzzer, Round, Black Housing

The pedestrian push button installation shall include all crossing signs and hardware required to mount the pedestrian push button. All hardware shall be of stainless steel construction. All bolts shall be 1/4" Hex Head and no self tapping/drilling screws will be allowed.

The following pedestrian push button signs currently meet Department Specifications: Pelco, Models SF-1013-08, SF-1014-08 or approved equivalent

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price each for PEDESTRIAN PUSH BUTTON and shall be payment in full for all labor, equipment, and materials required to supply and install the pedestrian push buttons described above, complete.

# PEDESTRIAN SIGNAL HEAD, LED, 1-FACE, BRACKET MOUNTED PEDESTRIAN SIGNAL HEAD, LED, 2-FACE, BRACKET MOUNTED

This work shall be in accordance with Section 881 and 1078 of the Standard Specifications except as modified herein.

The pedestrian signal head shall consist of a single 16" polycarbonate section and shall be equipped with an overlayed LED indication with countdown timer (Walking Person/Upraised Hand).

The traffic signal head shall have a yellow finish with black doors and tunnel visors.

The LED signal faces shall be equipped with spade connectors and connected to the traffic signal head terminal block.

The LED signal face shall have international symbols (Upraised Hand - Color: Portland Orange, Walking Person - Color: Lunar White). Only filled indications will be allowed.

The LED assembly shall meet or exceed the following minimum specifications:

Currently, only the following models are approved by the Department for use provided that they meet the minimum specifications list below:

**GELcore** 

Model PS7-CFF1-26A (Filled Walking Person/Upraised Hand Overlay,

with Countdown Timer)

Dialight

Model 430-6479-001X (Filled Walking Person/Upraised Hand Overlay,

with Countdown Timer)

The LED assembly must conform to the following minimum specifications: Lens: 16" x 18", Hard Coated for Abrasion Resistance, UV Stabilized Dome

LEDS: Interconnected to minimize the effect of single LED failures, Nominal Wattage White: 8W or less, Nominal Wattage Orange: 11W or less, Nominal Wattage Countdown: 6W

Luminous Intensity (min): Countdown = 1,400 cd/m<sup>2</sup>, Hand = 1,400 cd/m<sup>2</sup>, Person = 2,200 cd/m<sup>2</sup>

Product Warranty: 5 Year Replacement

Combination hand/person pedestrian signal modules shall incorporate separate power supplies for the hand and the person displays.

The assembly shall be capable of operating from 80 to 135 VAC with less than 10% variation in intensity, shall have an operating temperature range of -40° to 74°C, and shall be sealed and highly resistant to water intrusion.

All LED Pedestrian Signal Modules shall be fully compliant to the ITE PTCSI Part-2: LED Pedestrian Traffic Signal Modules specifications adopted March19, 2004 or the latest adopted version as listed on the ITE website at time of bid

The assembly shall be compatible with signal control equipment per NEMA TS-2, NEMA TS-1 standards, and include transient voltage protection and fusing to withstand high-repetition noise transients and low repetition high energy transients per NEMA standard 1992 per ITE VTCSH - STD Part 2.

Basis of Payment: This work will be paid for at the contract unit prices each for PEDESTRIAN SIGNAL HEAD, LED, 1-FACE, BRACKET MOUNTED WITH COUNTDOWN TIMER or PEDESTRIAN SIGNAL HEAD, LED, 2-FACE, BRACKET MOUNTED WITH COUNTDOWN TIMER and will be payment in full for all labor, equipment, and materials required to provide and install the pedestrian traffic signal heads equipped with LED indications described above, complete.

### REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

This work shall be in accordance with Section 895 of the Standard Specifications except as modified herein.

The Contractor shall remove the items as shown on the plan sheets.

The list of removal items shown on the plan sheets should represent an accurate listing of removal items; however, it is the Contractor's responsibility to verify all quantities prior to bidding. There will be no additional compensation.

The Contractor shall remove all wires pertaining to existing traffic signals, grounding, and loops on Northmoor Road. This work shall be included in the bid price for this pay item.

The Contractor shall deliver all removal items to the City of Peoria storage facility located on Darst St., Peoria IL. The point of contact is Tom O'Neill at (309) 645-2157.

The Contractor shall dispose of all other items off of the right-of-way and reflect the salvage value of this equipment in the unit bid price for this pay item.

Method of Measurement: All removal items and handholes to be adjusted listed for a particular intersection (as shown on the removal plan sheet for each intersection) will be paid for as each (per intersection).

<u>Basis of Payment:</u> The above work will be paid for at the contract unit price each (per intersection) for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT and shall be payment in full for removing, disposing of, and transporting the equipment described above, complete. No additional compensation will be allowed.

### **CONCRETE FOUNDATION, TYPE E, 36" DIAMETER**

This work shall consist installing a Concrete Foundation, Type E, 36" Diameter in accordance with Section 878 of the Standard Specifications for Road and Bridge Construction and State Standard 878001-05 with no exceptions.

The proposed location of the Concrete Foundation, Type E may be moved in the field to avoid conflicts at the approval of the Engineer. If foundation is moved to an area not within the removal limits shown on the plans, removal of the existing sidewalk or earth disturbance shall be completed in accordance with Section 895 of the Standard Specifications for Road and Bridge Construction and any applicable notes or Special Provisions provided in these construction documents.

Basis of Payment: This work will be paid for at the contract unit price per foot for Concrete Foundation, Type E, 36" Diameter which price shall be payment in full for all labor, material, and equipment necessary to perform the work described above.

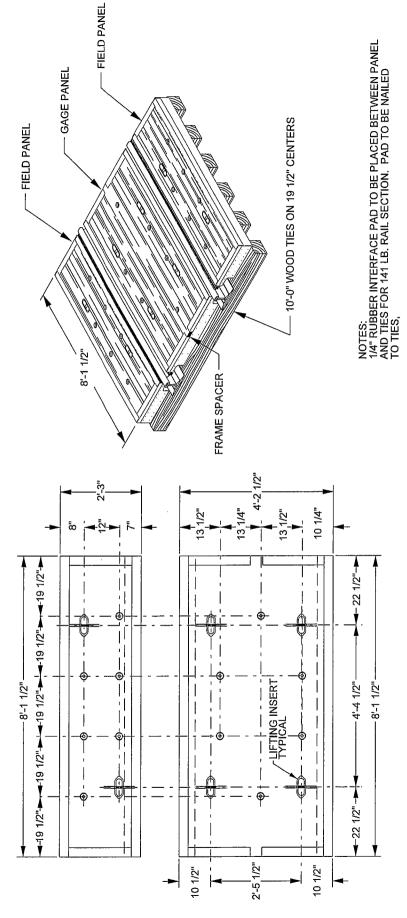
# STEEL COMBINATION MAST ARM ASSEMBLY AND POLE WITH DUAL MAST ARMS, 48 FT. AND 30 FT.

This work shall consist installing furnishing and installing a Steel Combination Mast Arm Assembly and Pole with Dual Mast Arms, 48 ft. and 30 ft. in accordance with Section 877 of the Standard Specifications for Road and Bridge Construction and State Standards 877006-03 and 877011-04 with no exceptions.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for Steel Combination Mast Arm Assembly and Pole with Dual Mast Arms, 48 ft. and 30 ft. which price shall be payment in full for all labor, material, and equipment necessary to perform the work described above.

### **COOPERATION BETWEEN CONTRACTORS**

The City of Peoria will be constructing improvements to the section of Northmoor Road that is located directly west of the proposed project. The Contractor shall coordinate and schedule paving and all other work with the prime contractor for the adjacent section of work. The contact person and information for the adjacent construction section will be provided once that adjacent section is bid and awarded.



CROSSING TYPE - 10W



FIELD PANEL WEIGHT

GAGE PANEL WEIGHT 2850 LBS. 3125 LBS.

PANEL HEIGHT 7 1/8" 7 7/8"

RAIL SIZE

133-141

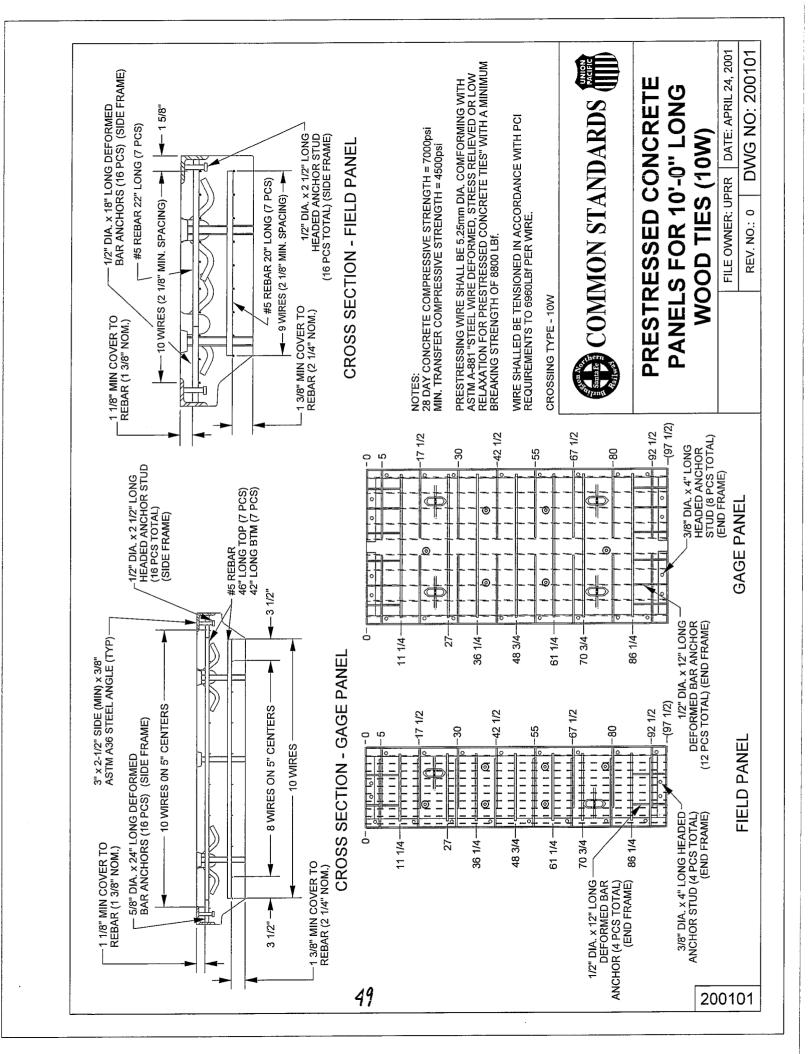
1550 LBS. 1675 LBS.

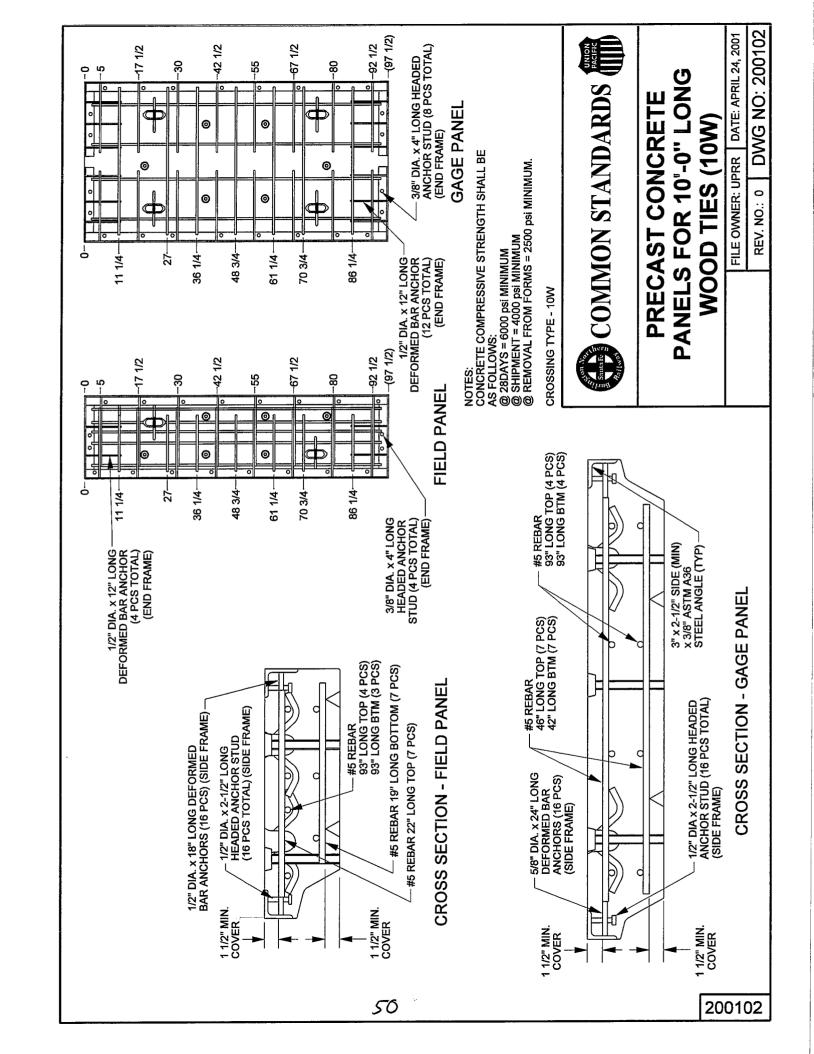
# COMMON STANDARDS

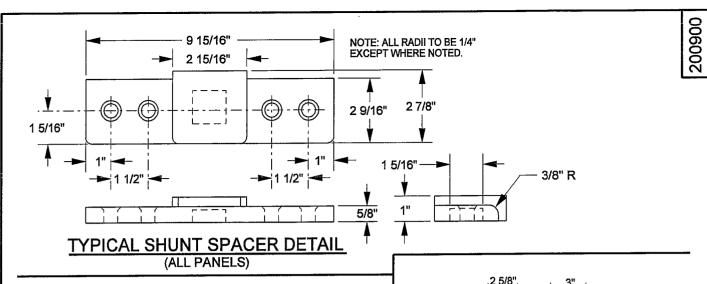
# LAYOUT FOR CONCRETE PANELS ON 10'-0" LONG WOOD TIES (10W)

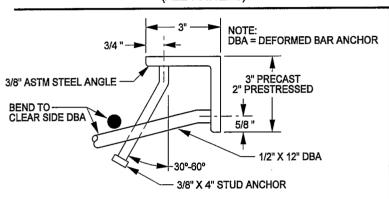
**DWG NO: 200100** FILE OWNER: UPRR DATE: APRIL 24, 2001 REV. NO.: 0

	115 LB. BNSF	055590973
IMBERS	115 LB. UPRR	540-0202
ITEM NUMBERS	133-141 LB. BNSF	055590975
	133-141 LB. UPRR   133-141 LB. BNSF   115 LB. UPRR	540-1301



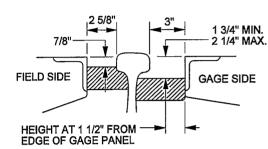






**END FRAME DETAIL** 

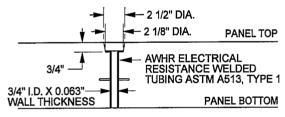
(ALL PANELS)



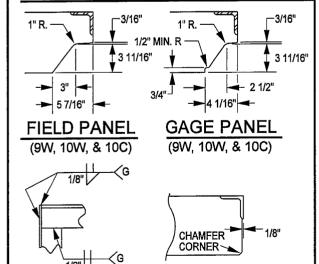
NOTE: VENDOR SHALL SUBMIT PREATTACHED FLANGEWAY FILLER DESIGN AND DETAILS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

# TYPICAL PREATTACHED FLANGEWAY FILLER

(ALL PANELS)



### LAG HOLE DETAIL (9W & 10W)



WELD DETAIL

(ALL PANELS)

6 1/2"

2"

1/2"

BLOCKOUT DEPTH = 3"

LIFTING INSERTS SHALL BE DESIGNED WITH A MINIMUM SAFETY FACTOR=4. PROFESSIONAL ENGINEER STAMPED AND SEALED DETAILS AND DESIGN CALCULATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.



LIFTING INSERTS SHALL BE MECHANICALLY GALVANIZED OR SIMILARILY PROTECTED AGAINST CORROSION.

LIFTING DEVICES SHALL BE USABLE WITH BURKE OR DAYTON 5-TON CLUTCH SYSTEMS.

TYPICAL LIFTING

DEVICE AND BLOCKOUT

(ALL PANELS)



# **COMMON STANDARDS**



# TYPICAL DETAILS FOR CONCRETE PANELS

FILE OWNER: UPRR | DATE: APRIL 30, 2003 | REV. NO.: 3 | DWG NO:200900

### **MATERIAL SPECIFICATIONS:**

- 1) STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36 SPECIFICATIONS. WELDING TO BE PER AWS CODE.
- 2) ALL EXPOSED STEEL TO RECEIVE ONE COAT PRIMER.
- 3) END ANGLES FOR GAGE PANEL SHOULD HAVE 3" GAP MINIMUM TO IMPROVE SHUNT RESISTANCE. REINFORCING MATERIAL AND CLADDING TO BE CONSTRUCTED TO MEET SHUNTING REQUIREMENT. A NON-CONDUCTIVE SPACER TO BE ATTACHED TO GAGE FRAME.
- CLADDING ON ENDS OF PANELS SHOULD EXTEND BEYOND CONCRETE 1/8" (-1/8", -0") TO IMPROVE MATCH WITH ADJACENT PANELS.
- 5) REINFORCING STEEL SHALL CONFORM TO CURRENT ASTM A615 SPECIFICATION, GRADE 60. IF ANY WELDING OF REINFORCEMENT STEEL IS REQUIRED, MATERIAL SHALL CONFORM TO ASTM A706 SPECIFICATION, GRADE 60.
- CONCRETE MATERIAL MIXING, PLACING AND CURING TO BE IN ACCORDANCE WITH PC! "MANUAL FOR QUALITY CONTROL: PRECAST AND PRESTRESSED CONCRETE." MANUAL 115, EDITION 4. CEMENT SHALL HAVE NO MORE THAN 0.6% TOTAL ALKALI CONTENT. MAXIMUM WATER/CEMENT RATIO=0.44
  (BY WEIGHT). AIR ENTRAINMENT=6%+/- 1% IN PLASTIC CONCRETE. SLUMP 3" MAXIMUM.
- 7) COPIES OF THE CONCRETE DESIGN MIX TO BE SUBMITTED TO RAILROADS FOR APPROVAL PRIOR TO THE START OF THE CASTING OPERATION.
- 8) TOP SURFACE SHALL BE NON-CRACK DESIGN AND IS TO BE SEALED TO PREVENT ION MIGRATION DUE TO SALTING.
- CURING SHALL FOLLOW THE RECOMMENDATIONS AND PROCEDURES OF PCI IN 4TH EDITION DIVISION 4.
- 10) 3/16" WEEP/INSPECTION HOLES SHALL BE PLACED EVERY 2-FT. MIN. ALONG THE TOP OF THE STEEL FRAME ALONG A LINE 3/4" FROM OUTSIDE EDGE.
- 11) FLANGEWAY FILLER TO BE PERMANENTLY PREATTACHED AND HAVE THE FOLLOWING PROPERTIES:
  - \* TENSILE STRENGTH (ASTM D412) 850PSI MIN.
  - \* ULTIMATE ELONGATION (ASTM D412) 400% MIN.
  - \* TEAR STRENGTH (ASTM D624) AT 25 DEGREES CELSIUS, 150-PLI MIN.
  - \* HARDNESS (ASTM D2240) 75+/-5% SHORE A.
  - \* COMPRESSION SET (ASTM 395 METHOD B) 100 DEGREES CELSIUS FOR 70 HOURS 45% MAX.
  - \*ACCELERATED AGING TEST (ASTM D573) 70 HOURS AT 100 DEGREES CELSIUS MUST NOT EXHIBIT A REDUCTION IN PROPERTIES BY GREATER THAN 20%.
  - \* OZONE RESISTANCE TEST (ASTM D518) MUST HAVE NO CRACKING AFTER EXPOSURE TO 50-PPHM OZONE FOR 96 HOURS AT 40 DEGREES CELSIUS.
  - \*VOLUME RESISTIVITY = 1X10<sup>12</sup> (OHM-CM) OR GREATER (ASTM D257), BUT USING 18% NACL/WATER SOLUTION IN PLACE OF DISTILLED WATER FOR 168 HOURS AT 25 DEGREES CELSIUS AND TESTED AT 500 VDC.
  - \* ELECTRICAL RESISTANCE: MINIMUM RESISTANCE 10 MEGA OMS MEASURED AT 500 VDC.
  - \*LOW TEMPERATURE BRITTLENESS (ASTM D2137) AT -40 DEGREES CELSIUS.
  - \*A SAMPLE SECTION OF THE FLANGEWAY MATERIAL SHALL BE PHYSICALLY TESTED BY APPLYING A LATERAL FORCE OF 10 LB/IN AT 50 DEGREES CELSIUS. THE MAXIMUM LATERAL DISPLACEMENT OF THE TEST IS NOT TO EXCEED 1/4" (CROSSING TYPE 10C ONLY). TEST RESULTS MUST BE SUBMITTED FOR RAILROAD APPROVAL.
  - \* MANUFACTURER TO DESIGN THE PREATTACHED FLANGEWAY FILLER TO ALLOW FOR REMOVAL OF PANELS FOR MAINTENANCE WITHOUT DAMAGING THE FLANGEWAY FILLER OR ANY OTHER COMPONENTS DESIGNED TO HOLD IT TOGETHER..

#### TOLERANCES:

- 1) OUT OF SQUARE 3/16" (MEASURED ALONG THE DIAGONAL)
- 2) LENGTH, WIDTH, AND THICKNESS: +/-1/8"
- THE BOTTOM SURFACE, WHICH WILL BE IN CONTACT WITH THE TIES, SHALL NOT UNDULATE IN ANY DIRECTION MORE THAN 3/32". SEE SPECIAL TESTING NOTE 3 BELOW.
- 4) REINFORCEMENT PLACEMENT SHALL BE +/-3/4" HORIZONTAL. +/-1/8" VERTICAL.

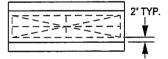
### FINISH:

- 1) ALL RECESSES AND MINOR CONCRETE SPALLS ARE TO BE FILLED AND FINISHED TO THE PANEL DIMENTIONS USING THE PROPER BONDING AGENT AND REPAIR MATERIAL SURFACE OF THE REPAIRED AREA IS TO MATCH THE COLOR AND TEXTURE OF THE SURROUNDING AREAS.
- 2) THE DRIVING SURFACE IS TO HAVE A LIGHT BROOM FINISH OR AS APPROVED BY RAILROADS. THE ADDITION OF WATER TO THE CONCRETE SURFACE FINISH DURING CASTING IS NOT PERMITTED.

### SPECIAL TESTING:

- TWICE ANNUALY, VENDORS SHALL SUBMIT (VIA AN INDEPENDENT TESTING LABORATORY TO THE RAILROADS) THE FOLLOWING TEST ON THE APPROVED MIXED DESIGN \*ASTM C666 FREEZE/THAW \*ASTM C227 MORTAR BAR METHOD
- \*ASTM C1260 AT TOTAL ALKALI BURDEN = 0.06%
- 2) GAGE PANELS SHALL BE DESIGNED WITH SHUNT RESISTANT FEATURES IN ORDER TO PROVIDE A MINIMUM ELECTRICAL RESISTANCE IN ACCORDANCE WITH THE STANDARD ELECTRICAL TEST (DWG 500930).
- 3) A REPRESENTATIVE SAMPLE OF PANELS SHALL BE CHECKED PERIODICALLY FOR BOTTOM FLATNESS BY USING A STRAIGHT EDGE CALIBRATED TO WITHIN +/-1/32" AND A TAPER GAGE AS FOLLOWS:

  8 POSITIONS OF FLATBAR (—) CHECK FLATNESS AT EACH POSITION USING TAPER GAGE.



### GENERAL:

- THE MANUFACTURER SHALL BE ISO 9000 OR AAR M-1003 CERTIFIED. ALL TESTING PERSONNEL SHALL BE A MINIMUM OF ACI LEVEL I CERTIFIED.
- 2) THE FABRICATOR SHALL BE RESPONSIBLE FOR LOADING AND PROPERLY SECURING ALL PRECASTCONCRETE MEMBERS FOR SHIPMENT.
- THE MANUFACTURER SHALL WARRANTY PRODUCT FOR A MINIMUM OF TEN YEARS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP.
- MAUNFACTURER TO PERMANENTLY MARK EACH PANEL WITH A CONCRETE IMPRINT FOR SIZE OF RAIL, WEIGHT OF PANEL, MANUFACTURER'S I.D., MONTH/DAY/YEAR OF MANUFACTURE, AND CROSSING TYPE. END OF EACH PANEL TO BE STENCILED PAINTED WITH SIZE OF RAIL, WEIGHT OF PANEL AND CROSSING TYPE.



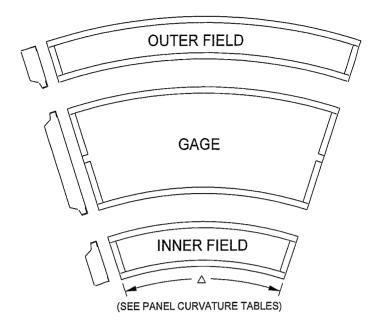
# COMMON STANDARDS



### GENERAL SPECIFICATIONS FOR **ROAD CROSSINGS WITH** CONCRETE PANELS

FILE OWNER: UPRR DATE: MARCH 21, 2003

DWG NO:200901 REV. NO.: 1



# CURVATURE TABLE (ON CONCRETE TIES)

DEGREE OF CURVE	RADIUS IN FEET	Δ	CURVE PANEL?
2° OR LESS	2865'	0.20°	NO
3°	1910'	0.30°	YES
4°	1433'	0.40°	YES
5°	1146'	0.50°	YES
6°	955'	0.60°	YES
7°	819'	0.70°	YES
8°	717'	0.80°	YES
9°	637'	0.90°	YES
10°	574'	1.00°	YES
11°	522'	1.10°	YES
12°	478'	1.20°	YES
13°	442'	1.30°	YES
14°	410'	1.40°	YES

### CURVATURE TABLE (ON WOOD TIES)

DEGREE OF CURVE	RADIUS IN FEET	Δ	CURVE PANEL?
3° OR LESS	1910'	0.24°	NO
4°	1433'	0.32°	YES
5°	1146'	0.40°	YES
6°	955'	0.48°	YES
7°	819'	0.56°	YES
8°	717'	0.66°	YES
9°	637'	0.74°	YES
10°	574'	0.82°	YES
11°	522'	0.90°	YES
12°	478'	0.98°	YES
13°	442'	1.06°	YES
14°	410'	1.14°	YES

NOTES:

A CURVED PANEL IS A PANEL THAT IS PIE SHAPED WITH A LONGER OUTER LENGTH THAN THE INNER LENGTH WITH TRUE RADIUSED OUTER AND INNER STEEL.

CURVED PANELS USE STANDARD REINFORCEMENT SIMILAR TO TANGENT PANEL STANDARD REINFORCEMENT.

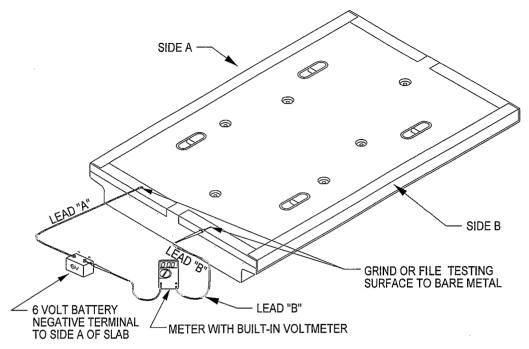
LAG HOLES ON 10W AND 9W CROSSINGS MUST LINE UP WITH THE CENTERLINE OF TIES.

XING TYPE (RAIL WT.)	BNSF ITEM NO.	UPRR ITEM NO.
10W (115)	055590002	NON-STOCK
10W (133-141)	055590001	NON-STOCK
9W	NON-STOCK	NON-STOCK
10C	NON-STOCK	NON-STOCK
85C	NON-STOCK	NON-STOCK



### **CURVED CONCRETE PANELS**

FILE OWNER: U	PRR	DATE: APRIL 24, 2001
REV NO : 0	וח	NG NO-200902



### STANDARD ELECTRICAL TEST

### **ELECTRICAL TEST STEPS:**

- 1. BATTERY SHALL BE 5.0 (FIVE) AMPS OR GREATER.
- 2. SLABS ARE READY FOR TESTING WHEN 72 HOURS HAVE ELAPSED FROM CASTINGOF CONCRETE.
- 3. MUST BE LESS THAN 2.0 (TWO) AMPS TO PASS THE TEST. RE-TEST AFTER TWO (2) DAYS IF GREATER THAN 2.0 (TWO) AMPS. REJECT IF AMPERAGE REMAINS ABOVE 2.0 (TWO) AMPS.
- 4. 0.3-0.4 AMPS IS A NORMAL READING. 2.0 (TWO) AMPS OR LESS PASS THE TEST.



# SHUNT RESISTANCE TEST FOR CONCRETE PANELS

FILE OWNER: UPRR DATE: APRIL 24, 2001

REV. NO.: 0 DWG NO:200903



### Storm Water Pollution Prevention Plan

Route	FAU 6647	Marked Rte.	Northmoor Road
Section	08-00302-00-PV & 09-00047-01-PV	Project No.	ARA-M-5093(1 <b>54</b> )
County	Peoria	Contract No.	89526

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Jeffrey M. Smith	Jeffre M Smit
Print Name	Signature
Clty Engineer	10-19-09
Title	Date
City of Peoria	
Agency	

### I. Site Description:

A. The following is a description of the project location:

Northmoor Road from Sheridan Road to Knoxville Avenue.

B. The following is a description of the construction activity which is the subject of this plan:

The project consists of widening and reconstruction of Northmoor Road. Construction includes earth excavation, full depth HMA pavement, storm sewers, inlets, manholes, sidewalks, lights, traffic signals, and other miscellaneous items of construction.

- C. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading:
  - 1. Place temporary erosion control, temporary fence and tree trunk protection.
  - 2. Excavate and grade for temporary pavement and ditches on the north side. Construct temporary pavement on north side of Northmoor.
  - 3. Excavation for storm sewer and underground conduits. Tree removal. Remove existing pavement, curb & gutter, and pipe culverts on the south side of Northmoor.
  - 4. Place storm sewer, inlets, manholes. Perform earthwork and grading necessary to construct final pavement, curb & gutter, sidewalk, driveways, etc. on south side.
  - 5. Remove existing pavement, driveways, curb, pipe culverts and other miscellaneous items on the north side of Northmoor. Construct storm sewer. Perform earthwork and grading necessary to construct pavement, driveways, curb & gutter and sidewalk on north side of Northmoor.
  - 6. Final shape all earthwork areas. Sod as required.
- D. The total area of the construction site is estimated to be 3.9 acres.

The total area of the site that is estimated will be disturbed by excavation, grading or other activities is <u>3.9</u> acres.

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BDE 2342 (Rev. 07/23/09)

E.	The following is a weighted average of the runoff coefficient for this project after construction activities are completed:		
	0.66		
F.	F. The following is a description of the soil types found at the project site followed by information regard erosivity:		
	Keomah Silt Loam and Rosetta Silt Loa	m are	found at the project site. Both erode easily.
G.	The following is a description of potential	ally ero	sive areas associated with this project:
			ewer will be constructed is a potentially erosive area. In addition e north side of Northmoor are potentially erosive.
Н.	The following is a description of soil dist of slopes, length of slopes, etc):	urbing	activities, their locations, and their erosive factors (e.g. steepness
	<ol> <li>Earth excavation and embankment for Ditch side slopes are proposed at 1:3.</li> <li>Storm sewer main construction along</li> <li>Earth excavation and embankment for all the story of the story</li></ol>	· North	
l.	See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.		
	The following is a list of receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:		
K.	The following pollutants of concern will b	e asso	ociated with this construction project:
	<ul> <li>Soil Sediment</li> <li>Concrete</li> <li>Concrete Truck Waste</li> <li>Concrete Curing Compounds</li> <li>Solid Waste Debris</li> <li>Paints</li> <li>Solvents</li> <li>Fertilizers / Pesticides</li> </ul>		Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) Antifreeze / Coolants Waste water from cleaning construction equipment Other (specify) Other (specify) Other (specify) Other (specify) Other (specify)
Con	trols:		

### II.

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the contractor will be responsible for its implementation as indicated. The contractor shall provide to the resident engineer a plan for the implementation of the measures indicated. The contractor, and subcontractors, will notify the resident engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the permit. Each such contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

### A. Erosion and Sediment Controls

E.	The following is a weighted average of the runoff coefficient for this project after construction activities are completed:
	0.66
F.	The following is a description of the soil types found at the project site followed by information regarding their erosivity:
	Keomah Silt Loam and Rosetta Silt Loam are found at the project site. Both erode easily.

G. The following is a description of potentially erosive areas associated with this project:

The ditch along Sheridan Road where storm sewer will be constructed is a potentially erosive area. In addition the temporary ditches to be constructed on the north side of Northmoor are potentially erosive.

- H. The following is a description of soil disturbing activities, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):
  - 1. Earth excavation and embankment for temporary pavement and ditches on the north side of Northmoor. Ditch side slopes are proposed at 1:3.
  - 2. Storm sewer main construction along Northmoor and Sheridan.
  - 3. Earth excavation and embankment for roadway and sidewalks.
  - 4. Final grading and shaping.
- I. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- J. The following is a list of receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:
- K. The following pollutants of concern will be associated with this construction project:

$\boxtimes$	Soil Sediment	$\boxtimes$	Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
$\boxtimes$	Concrete	$\boxtimes$	Antifreeze / Coolants
$\boxtimes$	Concrete Truck Waste	$\boxtimes$	Waste water from cleaning construction equipment
$\boxtimes$	Concrete Curing Compounds		Other (specify)
	Solid Waste Debris		Other (specify)
$\boxtimes$	Paints 2.		Other (specify)
	Solvents		Other (specify)
$\boxtimes$	Fertilizers / Pesticides		Other (specify)

### II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the contractor will be responsible for its implementation as indicated. The contractor shall provide to the resident engineer a plan for the implementation of the measures indicated. The contractor, and subcontractors, will notify the resident engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the permit. Each such contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

### A. Erosion and Sediment Controls

Printed 10/19/2009

1. Stabilized Practices: Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of 14 or more calendar days. a. Where the initiation of stabilization measures by the 7<sup>th</sup> day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter. The following Stabilization Practices will be used for this project: ☐ Preservation of Mature Vegetation Erosion Control Blanket / Mulching ☐ Vegetated Buffer Strips Sodding  $\boxtimes$ Geotextiles □ Protection of Trees □ Temporary Erosion Control Seeding Other (specify) ☐ Temporary Turf (Seeding, Class 7) Other (specify) Other (specify) ☐ Temporary Mulching ☐ Permanent Seeding Other (specify) Describe how the Stabilization Practices listed above will be utilized: Before construction begins, trees will be protected as shown on the plans. Earth stockpiles shall be temporarily seeded if they are to remain unused for more than fourteen days. As construction proceeds, the Contractor shall institute the following as directed by the Engineer. 1. Temporary seed erodable bare earth on a weekly basis to minimize the amount of erodable surface area within the construction limits. 2. Excavated areas and embankment shall be sodded immediately after final grading. If not, they shall be temporarily seeded if no construction activity is planned in the area for 7 days. 3. Geotextile fabric will be placed under the railroad crossing and the riprap for ground stabilization. 2. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act. The following Structural Practices will be used for this project: Rock Outlet Protection Perimeter Erosion Barrier  $\boxtimes$  $\boxtimes$ Riprap Temporary Ditch Check  $\boxtimes$ Gabions Storm Drain Inlet Protection Slope Mattress Sediment Trap Temporary Pipe Slope Drain Retaining Walls Temporary Sediment Basin Slope Walls Concrete Revetment Mats Temporary Stream Crossing Level Spreaders Stabilized Construction Exits Turf Reinforcement Mats Other (specify) Other (specify) Permanent Check Dams Permanent Sediment Basin Other (specify) Other (specify) Aggregate Ditch Other (specify) Paved Ditch

Describe how the Structural Practices listed above will be utilized:

- 1. During construction, areas outside the construction limits as outlined on the plans shall be protected. The contractor shall not use this area for staging (except as described in the plans and directed by the Engineer), parking vehicles or construction equipment, storage of materials, or other related construction activities.
- a. Within the construction limits, areas which may be susceptible to erosion as determined by the Engineer shall remain undisturbed until full scale construction is underway to prevent unnecessary soil erosion.
- b. As construction proceeds, the Contractor shall institute the following as directed by the Engineer.
  - 1. Place temporary erosion control facilities at locations shown on the plans.
  - 2. Construct storm sewer system and protect inlets. Place riprap at pipe outlet.
- c. Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or other pollutant in accordance with EPA water quality regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site.
- d. Sediment collected during construction of the various temporary erosion control systems shall be disposed of on the site on a regular basis as directed by the Engineer. The cost of this maintenance shall be included in the unit bid price for earth excavation.
- f. The temporary erosion control systems shall be removed as directed by the Engineer after use is no longer needed or no longer functioning. The cost of this removal shall be included in the unit bid price for various temporary erosion control pay items.
- 3. Storm Water Management: Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
  - a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).
    - The practices selected for implementation were determined on the basis of the technical guidance in Section 59-8 (Erosion and Sediment Control) in Chapter 59 (Landscape Design and Erosion Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Section 59-8 are selected for implementation or if practices are applied to situations different from those covered in Section 59-8, the technical basis for such decisions will be explained below.
  - b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls.

All areas disturbed by the construction activities will be sodded in accordance with IDOT's Standard Specifications for Road and Bridge Construction Adopted January 1, 2007.

Riprap will be placed at the storm sewer outlet.

Oversized storm sewer will be constructed to provide storm water detention.

Catch basins will be used to catch sediment that enters the storm sewer system.

### 4. Other Controls:

a. Vehicle Entrances and Exits – Stabilized construction entrances and exits must be constructed to prevent tracking of sediments onto roadways.

The contractor will provide the resident engineer with a written plan identifying the location of stabilized entrances and exits and the procedures (s)he will use to construct and maintain them.

- b. Material Delivery, Storage, and Use The following BMPs shall be implemented to help prevent discharges of construction materials during delivery, storage, and use:
  - All products delivered to the project site must be properly labeled.
  - Water tight shipping containers and/or semi trailers shall be used to store hand tools, small parts, and most construction materials that can be carried by hand, such as paint cans, solvents, and grease.
  - A storage/containment facility should be chosen for larger items such as drums and items shipped or stored on pallets. Such material is to be covered by a tin roof or large sheets of plastic to prevent precipitation from coming in contact with the products being stored.
  - Large items such as light stands, framing materials and lumber shall be stored in the open in a general storage area. Such material shall be elevated with wood blocks to minimize contact with storm water runoff.
  - Spill clean-up materials, material safety data sheets, an inventory of materials, and emergency contact numbers shall be maintained and stored in one designated area and each Contractor is to inform his/her employees and the resident engineer of this location.
- c. Stockpile Management BMPs shall be implemented to reduce or eliminate pollution of storm water from stockpiles of soil and paving materials such as but not limited to portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, aggregate sub base, and pre-mixed aggregate. The following BMPs may be considered:
  - Perimeter Erosion Barrier
  - Temporary Seeding
  - Temporary Mulch
  - Plastic Covers
  - Soil Binders
  - Storm Drain Inlet Protection

The contractor will provide the resident engineer with a written plan of the procedures (s)he will use on the project and how they will be maintained.

- d. Waste Disposal. No materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- e. The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- f. The contractor shall provide a written and graphic plan to the resident engineer identifying where each of the above areas will be located and how they are to be managed.

### 5. Approved State or Local Laws

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

There are no additional procedures or requirements approved by local officials.



#### III. Maintenance:

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. The resident engineer will provide maintenance guides to the contractor for the practices associated with this project.

Temporary Ditch checks will be maintained when the sediment has reached one-third the height of the ditch check.

Perimeter erosion barrier will be maintained when the sediment has reached one-third the height of the barrier.

Temporary seeding will be applied to appropriate areas every seven days until those areas are stabilized.

#### IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- A. Disturbed areas, use areas (storage of materials, stockpiles, machine maintenance, fueling, etc.), borrow sites, and waste sites shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Discharge locations or points that are accessible, shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- B. Based on the results of the inspection, the description of potential pollutant sources identified in section I above and pollution prevention measures identified in section II above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within ½ hour to 1 week based on the urgency of the situation. The resident engineer will notify the contractor of the time required to implement such actions through the weekly inspection report.
- C. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section IV(B) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- D. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the resident engineer shall notify the appropriate IEPA Field Operations Section office by email at: <a href="mailto:epa.swnoncomp@illinois.gov">epa.swnoncomp@illinois.gov</a>, telephone or fax within 24 hours of the incident. The resident Engineer shall then complete and submit an "Incidence of Noncompliance" (ION) report for the identified violation within 5 days of the incident. The resident engineer shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency Division of Water Pollution Control Attn: Compliance Assurance Section 1021 North Grand East Post Office Box 19276 Springfield, Illinois 62794-9276

### V. Non-Storm Water Discharges:

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution

prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge.

- A. Spill Prevention and Control BMPs shall be implemented to contain and clean-up spills and prevent material discharges to the storm drain system. The contractor shall produce a written plan stating how his/her company will prevent, report, and clean up spills and provide a copy to all of his/her employees and the resident engineer. The contractor shall notify all of his/her employees on the proper protocol for reporting spills. The contractor shall notify the resident engineer of any spills immediately.
- B. Concrete Residuals and Washout Wastes The following BMPs shall be implemented to control residual concrete, concrete sediments, and rinse water:
  - Temporary Concrete Washout Facilities shall be constructed for rinsing out concrete trucks. Signs shall be installed directing concrete truck drivers where designated washout facilities are located.
  - The contractor shall have the location of temporary concrete washout facilities approved by the resident engineer.
  - All temporary concrete washout facilities are to be inspected by the contractor after each use and all spills must be reported to the resident engineer and cleaned up immediately.
  - Concrete waste solids/liquids shall be disposed of properly.
- C. Litter Management A proper number of dumpsters shall be provided on site to handle debris and litter associated with the project. The Contractor is responsible for ensuring his/her employees place all litter including marking paint cans, soda cans, food wrappers, wood lathe, marking ribbon, construction string, and all other construction related litter in the proper dumpsters.
- D. Vehicle and Equipment Cleaning Vehicles and equipment are to be cleaned in designated areas only, preferably off site.
- E. Vehicle and Equipment Fueling A variety of BMPs can be implemented during fueling of vehicles and equipment to prevent pollution. The contractor shall inform the resident engineer as to which BMPs will be used on the project. The contractor shall inform the resident engineer how (s)he will be informing his/her employees of these BMPs (i.e. signs, training, etc.). Below are a few examples of these BMPs:
  - Containment
  - Spill Prevention and Control
  - Use of Drip Pans and Absorbents
  - Automatic Shut-Off Nozzles
  - Topping Off Restrictions
  - Leak Inspection and Repair
- F. Vehicle and Equipment Maintenance On site maintenance must be performed in accordance with all environmental laws such as proper storage and no dumping of old engine oil or other fluids on site.

#### VI. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the contractor and/or penalties under the NPDES permit which could be passed onto the contractor.



Name of Firm

Street Address

## **Contractor Certification Statement**

The Resident Engineer is to make copies of this form and every contractor and sub-contractor will be required to complete their own separate form. Marked Rt. Northmoor Road Route FAU 6647 08-00302-00-PV& 09-00047-01-PV Proiect No. Section ARA-M-5093(139) Contract No. 89526 Peoria County This certification statement is part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency. I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. In addition, I have read and understand all of the information and requirements stated in the Storm Water Pollution Prevention Plan for the above mentioned project; I have provided all documentation required to be in compliance with the ILR10 and Storm Water Pollution Prevention Plan and will provide timely updates to these documents as necessary. ☐ Contractor ☐ Sub-Contractor Signature Print Name Title Date

Telephone

City/State/ZIP

# 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:

City of Peoria, its office	City of Peoria, its officers, and employees								
Peoria County, its officers, and employees									

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

# SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004 Revised: June 1, 2007

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

# 701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48"  $\times$  48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

## AMERICAN RECOVERY AND REINVESTMENT ACT PROVISIONS (BDE)

Effective: April 1, 2009

### Required Contract Provision to Implement ARRA Section 902:

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives with the authority to:

- "(1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

#### Notification of the Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

# AMERICAN RECOVERY AND REINVESTMENT ACT SIGNING (BDE)

Effective: April 1, 2009 Revised: April 15, 2009

<u>Description</u>. This work shall consist of furnishing, fabricating and installing sign panels, complete with sign faces, legend, and supplemental panels according to Section 720 of the Standard Specifications and as specified herein.

<u>Materials</u>. The "Putting America to Work" sign shall be fabricated using Type AA or AZ fluorescent orange sheeting for the background material with black vinyl or black opaque ink legend, symbol and borders. The "American Recovery and Reinvestment Act" sign shall be fabricated using Type AP green sheeting for the background with Type AP white sheeting for the legend and border. A green translucent overlay film may also be used over white Type AP sheeting to fabricate the "American Recovery and Reinvestment Act" sign.

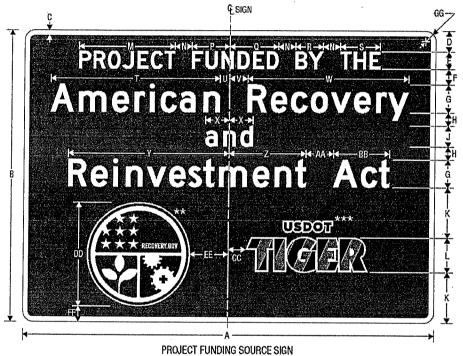
Sign Layout. See following attachment. The "Putting America to Work" sign shall be 84 in. x 18 in. The "American Recovery and Reinvestment Act" sign shall be 84 in x 60 in.

General. The signs shall be erected to applicable portions of Article 701.14 of the Standard Specifications. These signs shall be erected midway between the first and second warning signs as required by the traffic control plan and standards utilized for this project. If the second warning sign is defining a moving or intermittent operation, the sign may be maintained at a distance of 500 ft (150 m) beyond the first post mounted ROAD CONSTRUCTION AHEAD sign. The signs shall remain in place for the duration of the project. Upon completion of the project, the signs and posts shall be removed and shall remain the property of the Contractor.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be included in the cost of Traffic Control items as shown on the plans.



PROJECT FUNDING SOURCE SIGN ASSEMBLY



NOTE: SIGN SHALL NOT BE INSTALLED WITHOUT PROJECT FUNDING SOURCE PLAQUE

#### Dimensions in inches

Λ	В	C	D	E	F	G	Ы	J	ĸ.	L	.M	N	Р
120	84	1,5	6	5 D	4.5	8 D*	3,75	6 D* (45 LC)	14.5	10	27.917	5	10.831
84	60	1	5	4 C	3.5	6 C*	3	40°(3 LC)	9.25	7	19.047	4	7.362
Q	R	s	Т	U	V	w	Х	V	7	AA	BB	CC	DD:
14.087	8.106	11.556	49.42	2.742	5.258	46,904	6.812	46.76	22.472	8	16.288	5	30
9.484	5.162	7.763	31.722	2.415	3.585	30,552		30.911	14.737	6	10.175	1	21

 EE
 FF
 GG

 11
 4.5
 3

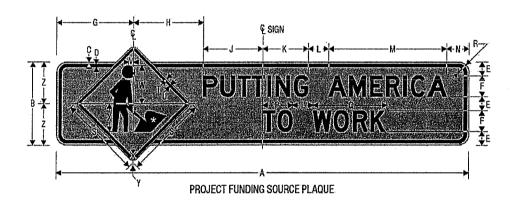
 7.5
 2.25
 2.25

\* Increase character spacing 50%

\*\* See Pictograph

\*\* See Pictograph

COLORS: LEGEND, BORDER - WHITE (RETROREFLECTIVE)
BACKGROUND - GREEN (RETROREFLECTIVE)



NOTE: PLAQUE SHALL NOT BE INSTALLED WITHOUT SIGN

\* See Standard Highway Signs Page 6-59 for symbol design.

Dimensions in inches

Λ	В	C	D.	E	Ŀ	G	H	J	Ķ	L	M	N	Р
120	24	0.625	0.875	4	6 D	22.349	20,370	17.281	13.28	6	34.22	6.5	8.765
84	18	0.375	0.625	3.5	4 D	16.607	15.686	9.707	10.667	4	22.813	5	5.843

Q	R	S	Т	Ŋ	٧	W	X	Y	Z
21.013	.3	24	0.375	0.625	1.5	11	8	1.5	12
14.009	2.25	18	0.375	0,625	1	7	6	1.5	9.

COLORS: LEGEND, BORDER — BLACK BACKGROUND — ORANGE

- ORANGE (RETROREFLECTIVE)



RECOVERY Vector-Based, Vinyl-Ready Pictograph

COLORS: LEGEND, OUTLINE BORDER

LEGEND, OUTLINE
BORDER
BACKGROUND (UPPER)
BACKGROUND (LOWER RIGHT)
BACKGROUND (LOWER LEFT)



USDOT TIGER Vector-Based, Vinyl-Ready Pictograph

COLORS: OUTLINE

OUTLINE -- WHITE (RETROREFLECTIVE)
USDOT LEGEND -- BLACK
TIGER DIAGONALS -- BLACK,

ORANGE (RETROREFLECTIVE)

# ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007 Revised: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

	AGGREGATE	GROUPS				
Coarse Aggregate or Coarse Aggregate Blend	Fine Aggregate or Fine Aggregate Blend					
ASTM C 1260 Expansion		STM C 1260 Expansion   > 0.16% - 0.27%	on > 0.27%			
≤ 0.16%	Group I	Group II	Group III			
> 0.16% - 0.27%	Group II	Group II	Group III			
> 0.27%	Group III	Group III	Group IV			

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + ...$ 

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

# ALKALI-SILICA REACTION FOR PRECAST AND PRECAST PRESTRESSED CONCRETE (BDE)

Effective: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in precast and precast prestressed concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to cast-in-place concrete.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

	AGGREGATE	GROUPS				
Coarse Aggregate or Coarse Aggregate Blend	Fine Aggregate or Fine Aggregate Blend					
ASTM C 1260 Expansion	ASTM C 1260 Expansion					
≤ 0.16%	≤ 0.16% Group I	> 0.16% - 0.27% Group II	> 0.27% Group III			
> 0.16% - 0.27%	Group II	Group II	Group III			
> 0.27%	Group III	Group III	Group IV			

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group !! - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + ...$ 

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
  - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
  - 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in

the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

# APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE)

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

# BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: April 1, 2009

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

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

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

Where: CA = Cost Adjustment, \$.

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

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).

%AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x ( $G_{mb}$  x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ( $G_{mb}$  x 24.99) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and %  $AC_{V.}$ 

For bituminous materials measured in gallons: For bituminous materials measured in liters:

Q, tons = V x 8.33 lb/gal x SG / 2000 Q, metric tons = V x 1.0 kg/L x SG / 1000

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

G<sub>mb</sub> = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

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

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

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

## Return With Bid

# ILLINOIS DEPARTMENT OF TRANSPORTATION

80173

# OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract N	o.:			<u> </u>		
Company N	Name:					
Contractor	's Optio	<u>n</u> :				
ls your com	pany opt	ing to inclu	ıde this spe	cial provision	as part of the contract?	
	Yes		No			
Signature:					Date:	

# CEMENT (BDE)

Effective: January 1, 2007 Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

#### "SECTION 1001, CEMENT

1001.01 Cement Types. Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al<sub>2</sub>O<sub>3</sub>), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO<sub>3</sub>), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.
- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- **1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

# **CONCRETE ADMIXTURES (BDE)**

Effective: January 1, 2003 Revised: April 1, 2009

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

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overylay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

### "SECTION 1021. CONCRETE ADMIXTURES

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

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's

Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

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

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

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

**1021.02Air-Entraining Admixtures.** Air-entraining admixtures shall be according to AASHTO M 154.

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

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

**1021.04Accelerating Admixtures.** The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

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

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

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

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

## CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end

with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

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

# CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

# DETERMINATION OF THICKNESS (BDE)

Effective: April 1, 2009

Revise Articles 353.12 and 353.13 of the Standard Specifications to Articles 353.13 and 353.14 respectively.

Add the following Article to the Standard Specifications:

"353.12 Tolerance in Thickness. The thickness of base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction, bike paths, and individual locations less than 500 ft (150 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness.

The procedure described in Article 407.10(b) will be followed, except the option of correcting deficient pavement with additional lift(s) shall not apply."

Revise Article 354.09 of the Standard Specifications to read:

"354.09 Tolerance in Thickness. The thickness of base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course widening thickness.

The procedure described in Article 407.10(b) will be followed, except:

- (a) The width of a unit shall be the width of the widening along one edge of the pavement.
- (b) The length of the unit shall be 1000 ft (300 m).
- (c) The option of correcting deficient pavement with additional lift(s) shall not apply."

Revise Article 355.09 of the Standard Specifications to read:

"355.09 Tolerance in Thickness. The thickness of HMA base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 500 ft (150 m) long, will be evaluated according to Article 407.10(b). Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to

placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness."

Revise Article 356.07 of the Standard Specifications to read:

"356.07 Tolerance in Thickness. The thickness of HMA base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated according to Article 407.10(b) except, the width of a unit shall be the width of the widening along one edge of the pavement and the length of a unit shall be 1000 ft (300 m). Temporary locations are defined as those constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s)and subtract them from the measured core thickness to determine the base course widening thickness."

Revise Article 407.10 of the Standard Specifications to read:

"407.10 Tolerance in Thickness. Determination of pavement thickness shall be performed after the pavement surface tests and corrective action have been completed according to Article 407.09. Pay adjustments made for pavement thickness will be in addition to and independent of those made for pavement smoothness. Pavement pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous pavement shall be evaluated with the following exclusions: temporary pavements; variable width pavements; radius returns; short lengths of contiguous pavements less than 500 ft (125 m) in length; and constant width portions of turn lanes less than 500 ft (125 m) in length. Temporary pavements are defined as pavements constructed and removed under the same contract.

The method described in Article 407.10(a), shall be used except for those pavements constructed in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m). The method described in Article 407.10(b) shall be used in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m).

- (a) Percent Within Limits. The percent within limits (PWL) method shall be as follows.
  - (1) Lots and Sublots. The pavement will be divided into approximately equal lots of not more than 5000 ft (1500 m) in length. When the length of a continuous strip of pavement is 500 ft (1500 m) or greater but less than 5000 ft (1500 m), these short lengths of pavement, ramps, turn lanes, and other short sections of continuous pavement will be grouped together to form lots approximately 5000 ft (1500 m) in length. Short segments between structures will be measured continuously with the structure segments omitted. Each lot will be subdivided into ten equal sublots. The width of a sublot and lot will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.

(2) Cores. Cores 2 in. (50 mm) in diameter shall be taken from the pavement by the Contractor, at locations selected by the Engineer. The exact location for each core will be selected at random, but will result in one core per sublot. Core locations will be specified prior to beginning the coring operations.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the core lengths. The cores will be measured with a device supplied by the Department immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples shall be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

(3) Deficient Sublot. When the length of the core in a sublot is deficient by more than ten percent of plan thickness, the Contractor may take three additional cores within that sublot at locations selected at random by the Engineer. If the Contractor chooses not to take additional cores, the pavement in that sublot shall be removed and replaced.

When the three additional cores are taken, the length of those cores will be averaged with the original core length. If the average shows the sublot to be deficient by ten percent or less, no additional action is necessary. If the average shows the sublot to be deficient by more than ten percent, the pavement in that sublot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient sublots to remain in place. For deficient sublots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient sublot is removed and replaced, or additional lifts are placed, the corrected sublot shall be retested for thickness. The length of the new core taken in the sublot will be used in determining the PWL for the lot.

When a deficient sublot is left in place, and no additional lift(s) are placed, no payment will be made for the deficient sublot. The length of the original core taken in the sublot will be used in determining the PWL for the lot.

(4) Deficient Lot. After addressing deficient sublots, the PWL for each lot will be determined. When the PWL of a lot is 60 percent or less, the pavement in that lot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient lots to remain in place. For deficient lots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient lot is removed and replaced, or additional lifts are placed, the corrected lot shall be retested for thickness. The PWL for the lot will then be recalculated based upon the new cores; however, the pay factor for the lot shall be a maximum of 100 percent.

When a deficient lot is left in place, and no additional lift(s) are placed, the PWL for the lot will not be recalculated.

(5) Right of Discovery. When the Engineer has reason to believe the random core selection process will not accurately represent the true conditions of the work, he/she may order additional cores. The additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action. The need for, and location of, additional cores will be determined prior to commencement of coring operations.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, more additional cores shall be taken to determine the limits of the deficient pavement and that area shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the sublot. An acceptable core is a core with a length of at least 90 percent of plan thickness.

For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement.

When the additional cores show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

- (6) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are placed, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness.
- (7) Determination of PWL. The PWL for each lot will be determined as follows.

#### Definitions:

xi = Individual values (core lengths) under consideration

n = Number of individual values under consideration (10 per lot)

 $\bar{x}$  = Average of the values under consideration

LSL = Lower Specification Limit (98% of plan thickness)

Q<sub>L</sub> = Lower Quality Index

s = Sample Standard Deviation

PWL = Percent Within Limits

Determine  $\bar{x}$  for the lot to the nearest two decimal places.

Determine s for the lot to the nearest three decimal places using:

$$S = \sqrt{\frac{\sum (x_i - \overline{x})^2}{n - 1}} \quad \text{where} \qquad \qquad \sum (x_i - \overline{x})^2 + (x_2 - \overline{x})^2 + \dots + (x_{10} - \overline{x})^2$$

Determine Q<sub>L</sub> for the lot to the nearest two decimal places using:

$$Q_L = \frac{(\overline{x} - LSL)}{S}$$

Determine PWL for the lot using the  $Q_L$  and the following table. For  $Q_L$  values less than zero the value shown in the table must be subtracted from 100 to obtain PWL.

(8) Pay Factors. The pay factor (PF) for each lot will be determined, to the nearest two decimal places, using:

PF (in percent) = 55 + 0.5 (PWL)

If  $\bar{x}$  for a lot is less than the plan thickness, the maximum PF for that lot shall be 100 percent.

(9) Payment. Payment of incentive or disincentive for pay items subject to the PWL method will be calculated using:

Payment = (((TPF/100)-1) x CUP) x (TOTPAVT - DEFPAVT)

TPF = Total Pay Factor

CUP = Contract Unit Price

TOTPAVT = Area of Pavement Subject to Coring

DEFPAVT = Area of Deficient Pavement

The TPF for the pavement shall be the average of the PF for all the lots; however, the TPF shall not exceed 102 percent.

Area of Deficient pavement (DEFPAVT) is defined as an area of pavement represented by a sublot deficient by more than ten percent which is left in place with no additional thickness added.

Area of Pavement Subject to Coring (TOTPAVT) is defined as those pavement areas included in lots for pavement thickness determination.

		PE	RCENT W	/ITHIN LIN			
Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)
0.00	50.00	0.40	65.07	0.80	78.43	1.20	88.76
0.01	50.38	0.41	65.43	0.81	78.72	1.21	88.97
0.02	50.77	0.42	65.79	0.82	79.02	1.22	89.17
0.03	51.15	0.43	66.15	0.83	79.31	1.23	89.38
0.04	51.54	0.44	66.51	0.84	79.61	1.24	89.58
0.05	51.92	0.45	66.87	0.85	79.90	1.25	89.79
0.06	52.30	0.46	67.22	0.86	80.19	1.26	89.99
0.07	52.69	0.47	67.57	0.87	80.47	1.27	90.19
0.08	53.07	0.48	67.93	0.88	80.76	1.28	90.38
0.09	53.46	0.49	68.28	0.89	81.04	1.29	90.58
0.10	53.84	0.50	68.63	0.90	81.33	1.30	90.78
0.11	54.22	0.51	68.98	0.91	81.61	1.31	90.96
0.12	54.60	0.52	69.32	0.92	81.88	1.32	91.15
0.13	54.99	0.53	69.67	0.93	82.16	1.33	91.33
0.14	55.37	0.54	70.01	0.94	82:43	1.34	91.52
0.15	55.75	0.55	70.36	0.95	82.71	1.35	91.70
0.16	56.13	0.56	70.70	0.96	82.97	1.36	91.87
0.17	56.51	0.57	71.04	0.97	83.24	1.37	92.04
0.18	56.89	0.58	71.38	0.98	83.50	1.38	92.22
0.19	57.27	0.59	71.72	0.99	83.77	1.39	92.39
0.20	57.65	0.60	72.06	1.00	84.03	1.40	92.56
0.21	58.03	0.61	72.39	1.01	84.28	1.41	92.72
0.22	58.40	0.62	72.72	1.02	84.53	1.42	92.88
0.23	58.78	0.63	73.06	1.03	84.79	1.43	93.05
0.24	59.15	0.64	73.39	1.04	85.04	1.44	93.21
0.25	59.53	0.65	73.72	1.05	85.29	1.45	93.37
0.26	59.90	0.66	74.04	1.06	85.53	1.46	93.52
0.27	60.28	0.67	74.36	1.07	85.77	1.47	93.67
0.28	60.65	0.68	74.69	1.08	86.02	1.48	93.83
0.29	61.03	0.69	75.01	1.09	86.26	1.49	93.98
0.30	61.40	0.70	75.33	1.10	86.50	1.50	94.13
0.31	61.77	0.71	75.64	1.11	86.73	1.51	94.27
0.32	62.14	0.72	75.96	1.12	86.96	1.52	94.41
0.33	62.51	0.73	76.27	1.13	87.20	1.53	94.54
0.34	62.88	0.74	76.59	1.14	87.43	1.54	94.68
0.35	63.25	0.75	76.90	1.15	87.66	1.55	94.82
0.36	63.61	0.76	77.21	1.16	87.88	1.56	94.95
0.37	63.98	0.77	77.51	1.17	88.10	1.57	95.08
0.38	64.34	0.78	77.82	1.18	88.32	1.58	95.20
0.39	64.71	0.79	78.12	1.19	88.54	1.59	95.33

<sup>\*</sup>For  $Q_L$  values less than zero, subtract the table value from 100 to obtain PWL

	PERCENT WITHIN LIMITS (continued)				
Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)
1.60 1.61 1.62 1.63 1.64	95.46 95.58 95.70 95.81 95.93	2.00 2.01 2.02 2.03 2.04	98.83 98.88 98.92 98.97 99.01	2.40 2.41 2.42 2.43 2.44	99.89 99.90 99.91 99.91 99.92
1.65 1.66 1.67 1.68 1.69	96.05 96.16 96.27 96.37 96.48	2.05 2.06 2.07 2.08 2.09	99.06 99.10 99.14 99.18 99.22	2.45 2.46 2.47 2.48 2.49	99.93 99.94 99.94 99.95 99.95
1.70 1.71 1.72 1.73 1.74	96.59 96.69 96.78 96.88 96.97	2.10 2.11 2.12 2.13 2.14	99.26 99.29 99.32 99.36 99.39	2.50 2.51 2.52 2.53 2.54	99.96 99.96 99.97 99.97
1.75 1.76 1.77 1.78 1.79	97.07 97.16 97.25 97.33 97.42	2.15 2.16 2.17 2.18 2.19	99.42 99.45 99.48 99.50 99.53	2.55 2.56 2.57 2.58 2.59	99.98 99.98 99.99 99.99
1.80 1.81 1.82 1.83 1.84	97.51 97.59 97.67 97.75 97.83	2.20 2.21 2.22 2.23 2.22	99.56 99.58 99.61 99.63 99.66	2.60 2.61 2.62 2.63 2.64	99.99 99.99 99.99 100.00 100.00
1.85 1.86 1.87 1.88 1.89	97.91 97.98 98.05 98.11 98.18	2.25 2.26 2.27 2.28 2.29	99.68 99.70 99.72 99.73 99.75	≥ 2.65	100.00
1.90 1.91 1.92 1.93 1.94	98.25 98.31 98.37 98.44 98.50	2.30 2.31 2.32 2.33 2.34	99.77 99.78 99.80 99.81 99.83		
1.95 1.96 1.97 1.98 1.99	98.56 98.61 98.67 98.72 98.78	2.35 2.36 2.37 2.38 2.39	99.84 99.85 99.86 99.87 99.88		

<sup>\*</sup>For  $Q_L$  values less than zero, subtract the table value from 100 to obtain PWL

- (b) Minimum Thickness. The minimum thickness method shall be as follows.
  - (1) Length of Units. The length of a unit will be a continuous strip of pavement 500 ft (150 m) in length.
  - (2) Width of Units. The width of a unit will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.
  - (3) Thickness Measurements. Pavement thickness will be based on 2 in. (50 mm) diameter cores.

Cores shall be taken from the pavement by the Contractor at locations selected by the Engineer. When determining the thickness of a unit, one core shall be taken in each unit.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the cores. Core measurements will be determined immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples may be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

- (4) Unit Deficient in Thickness. In considering any portion of the pavement that is deficient, the entire limits of the unit will be used in computing the deficiency or determining the remedial action required.
- (5) Thickness Equals or Exceeds Specified Thickness. When the thickness of a unit equals or exceeds the specified plan thickness, payment will be made at the contract unit price per square yard (square meter) for the specified thickness.
- (6) Thickness Deficient by Ten Percent or Less. When the thickness of a unit is less than the specified plan thickness by ten percent or less, a deficiency deduction will be assessed against payment for the item involved. The deficiency will be a percentage of the contract unit price as given in the following table.

Percent Deficiency (of Plan Thickness)	Percent Deduction (of Contract Unit Price)	
0.0 to 2.0	0	
2.1 to 3.0	20	
3.1 to 4.0	28	
4.1 to 5.0	32	
5.1 to 7.5	43	
7.6 to 10.0	50	

(7) Thickness Deficient by More than Ten Percent. When a core shows the pavement to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient pavement. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient pavement. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient pavement shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness. The thickness of the new core will be used to determine the pay factor for the corrected area.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement. In addition, an amount equal to two times the contract cost of the deficient pavement will be deducted from the compensation due the Contractor.

The thickness of the first acceptable core on each side of the core more than ten percent deficient will be used to determine any needed pay adjustments for the remaining areas on each side of the area deficient by more than ten percent. The pay adjustment will be determined according to Article 407.10(b)(6).

(8) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. These additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, the procedures outlined in Article 407.10(b)(7) shall be followed, except the Engineer will determine the additional core locations.

When the additional cores, ordered by the Engineer, show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

(9) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are added, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness."

Revise Article 482.06 of the Standard Specifications to read:

"482.06 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. When the contract includes square yards (square meters) as the unit of measurement for HMA shoulder, thickness determinations shall be made according to Article 407.10(b)(3) and the following.

- (a) Length of the Units. The length of a unit shall be a continuous strip of shoulder 2500 ft (750 m) long.
- (b) Width of the Units. The width of the unit shall be the full width of the shoulder.
- (c) Thickness Deficient by More than Ten Percent. When a core shows the shoulder to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient shoulder. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient shoulder. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient shoulder will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient shoulder shall be brought to specified thickness by the addition of the applicable mixture, at no additional cost to the Department and subject to the lift thickness requirements of Article 312.05, or by removal and replacement with a new mixture. However, the surface elevation of the completed shoulder shall not exceed by more than 1/8 in. (3 mm) the surface elevation of the adjacent pavement. When requested in writing by the Contractor, the Engineer may permit in writing such thin shoulder to remain in place. When an area of thin shoulder is left in place, and no additional lift(s) are placed, no payment will be made for the thin shoulder. In addition,

an amount equal to two times the contract unit price of the shoulder will be deducted from the compensation due the Contractor.

When an area of deficient shoulder is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

(d) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. When the additional cores, ordered by the Engineer, show the shoulder to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04. When the additional core shows the shoulder to be less than 90 percent of plan thickness, the procedure in (c), above shall be followed."

Revise Article 483.07 of the Standard Specifications to read:

"483.07 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. Thickness determinations shall be made according to Article 482.06 except the option of correcting deficient pavement with additional lift(s) shall not apply."

#### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2010

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform \_\_\_\_\_\_ % of the work. This percentage is set as the DBE participation

goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

<u>DBE LOCATOR REFERENCES</u>. Bidders may consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial

- pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to

- facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this

- Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration. explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE

- subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

(a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the

work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

#### **DOWEL BARS (BDE)**

Effective: April 1, 2007 Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

#### **ENGINEER'S FIELD OFFICE TYPE A (BDE)**

Effective: April 1, 2007 Revised: August 1, 2008

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.

- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
  - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
  - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (I) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer."

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150."

#### **EQUIPMENT RENTAL RATES (BDE)**

Effective: August 2, 2007 | Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"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)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
  - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adi.) x (Illinois adi.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

### FILTER FABRIC (BDE)

Effective: November 1, 2009 Revised: January 1, 2010

Revise the physical property tables in Article 1080.03 of the Standard Specifications to read:

"Physical Properties	Gradation 4 & 5	Gradation 6 & 7
Weight of Fabric (oz/sq yd), ASTM D 3776 (Mod.)	6.0 min.	8.0 min.
Burst Strength (psi), ASTM D 3786 <sup>1/</sup>	250 min.	300 min.
Trapezoidal Tear Strength (lb), ASTM D 5733 <sup>2/</sup>	60 min.	75 min.
Grab Tensile Strength (lb), ASTM D 4632 <sup>2/</sup>	160 min.	200 min.
Grab Tensile Elongation (%), ASTM D 4632 <sup>2/</sup>	50 max.	50 max.

Physical Properties (Metric)	Gradation 4 & 5	Gradation 6 & 7
Weight of Fabric (g/sq m), ASTM D 3776 (Mod.) Burst Strength (kPa), ASTM D 3786 <sup>1/</sup> Trapezoidal Tear Strength (N), ASTM D 5733 <sup>2/</sup> Grab Tensile Strength (N), ASTM D 4632 <sup>2/</sup> Grab Tensile Elongation (%), ASTM D 4632 <sup>2/</sup>	200 min. 1720 min. 265 min. 700 min. 50 max.	270 min. 2070 min. 335 min. 900 min. 50 max.

<sup>1/</sup> Manufacturer's certification of fabric to meet requirements.2/ Test sample shall be tested wet."

#### FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)

Effective: April 1, 2009

Revise the second paragraph of Article 701.13(a) of the Standard Specifications to read:

"The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer."

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04."

#### FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009 Revised: July 1, 2009

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name and sign and date the form shall make this contract exempt of fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

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

#### (a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

#### (b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000
Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

#### (c) Quantity Conversion Factors.

Category	Conversion	Factor
В	sq yd to ton sq m to metric ton	0.057 ton / sq yd / in depth 0.00243 metric ton / sq m / mm depth
С	sq yd to ton sq m to metric ton	0.056 ton / sq yd / in depth 0.00239 m ton / sq m / mm depth
D	sq yd to cu yd sq m to cu m	0.028 cu yd / sq yd / in depth 0.001 cu m / sq m / mm depth

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

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

Where: CA = Cost Adjustment, \$

FPI<sub>P</sub> = Fuel Price Index, as published by the Department for the month the work is

performed, \$/gal (\$/liter)

FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the

letting, \$/gal (\$/liter)

FUF = Fuel Usage Factor in the pay item(s) being adjusted

Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

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

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

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI<sub>P</sub> and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

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

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

#### Return With Bid

# ILLINOIS DEPARTMENT OF TRANSPORTATION

## OPTION FOR FUEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.:			
Company Name:			<del></del>
Contractor's Option:			J
Is your company opting to include this special provision following categories of work?	as par	t of the contract	plans for the
Category A Earthwork.	Yes		
Category B Subbases and Aggregate Base Courses	Yes		
Category C HMA Bases, Pavements and Shoulders	Yes		
Category D PCC Bases, Pavements and Shoulders	Yes		
Category E Structures	Yes		
Signature:		Date:	

#### HOT-MIX ASPHALT - ANTI-STRIPPING ADDITIVE (BDE)

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

#### HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

- "Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.
- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

#### **HOT-MIX ASPHALT – DROP-OFFS (BDE)**

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

"At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph."

## HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008 Revised: January 1, 2010

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests  High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation  % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1.	1 washed ignition oven test on the mix per half day of production  Note 4.	1 washed ignition oven test on the mix per day of production  Note 4.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 2.	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
VMA Note 3.	Day's production ≥ 1200 tons:  1 per half day of production  Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	N/A	Illinois Modified AASHTO R 35
Air Voids  Bulk Specific Gravity of Gyratory Sample	Day's production ≥ 1200 tons:  1 per half day of production	1 per day	Illinois-Modified AASHTO T 312

	Frequency of	Frequency of Tests	Test Method
	Tests		See Manual of
"Parameter	Liink FOAL	All Other Mixtures	Test
	High ESAL Mixture		Procedures for Materials
	Low ESAL Mixture		ivialeriais
	Day's production	-	
	< 1200 tons:		
	1 per half day of		
	production for first		
	2 days and 1 per		
ļ	day thereafter (first sample of the		
	day)		
	Day's production ≥		
Maximum Specific	1200 tons:	1 per day	Illinois-Modified
Gravity of Mixture	1 per half day of		AASHTO T 209
	production		
	Day's production		•
	< 1200 tons:		
	1 per half day of		
	production for first		
	2 days and 1 per		
	day thereafter		
	(first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu m)$  sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident."

## HOT-MIX ASPHALT – QC/QA ACCEPTANCE CRITERIA (BDE)

Effective: January 1, 2010

Revise Article 1030.05(f)(3) of the Standard Specifications to read:

"(3) Department assurance tests for voids, field VMA, and density."

#### **HOT-MIX ASPHALT – TRANSPORTATION (BDE)**

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

"1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

# IMPACT ATTENUATORS, TEMPORARY (BDE)

Effective: November 1, 2003 Revised: January 1, 2007

<u>Description</u>. This work shall consist of furnishing, installing, maintaining, and removing temporary impact attenuators of the category and test level specified.

<u>Materials</u>. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

Item	Article/Section
(a) Fine Aggregate (Note 1)	
(b) Steel Posts, Structural Shapes, and Plates	1006.04
(c) Rail Elements, End Section Plates, and Splice Plates	
(d) Bolts, Nuts, Washers and Hardware	
(e) Hollow Structural Tubing	1006.27(b)
(f) Wood Posts and Wood Blockouts	1007.01, 1007.02, 1007.06
(g) Preservative Treatment	1007.12
(h) Packaged Rapid Hardening Mortar	1018.01

Note 1. Fine aggregate shall be FA-1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

#### **CONSTRUCTION REQUIREMENTS**

<u>General</u>. Impact Attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list.

<u>Installation</u>. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

When water filled attenuators are used between November 1 and April 15, they shall contain anti-freeze according to the manufacturer's recommendations.

<u>Markings</u>. Sand module impact attenuators shall be striped with alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes. There shall be at least two of each stripe on each module.

Other types of impact attenuators shall have a terminal marker applied to their nose and reflectors along their sides.

<u>Maintenance</u>. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

<u>Relocate</u>. When relocation of temporary impact attenuators is specified, they shall be removed, relocated and reinstalled at the new location. The reinstallation requirements shall be the same as those for a new installation.

<u>Removal</u>. When the Engineer determines the temporary impact attenuators are no longer required, the installation shall be dismantled with all hardware becoming the property of the Contractor.

Surplus material shall be disposed of according to Article 202.03. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

When impact attenuators have been anchored to the pavement, the anchor holes shall be repaired with rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

<u>Method of Measurement</u>. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE. RESETTABLE); **IMPACT** ATTENUATORS. TEMPORARY (SEVERE USE, NARROW); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, WIDE); or IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE) of the test level specified.

Relocation of the devices will be paid for at the contract unit price per each for IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE); IMPACT ATTENUATORS, RELOCATE (SEVERE USE); or IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE); of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

# LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount Daily Charges			charges
From More To and Including		Calendar Day	Work Day
\$ 0 100,000 500,000 1,000,000 3,000,000 5,000,000	\$ 100,000 500,000 1,000,000 3,000,000 5,000,000 10,000,000	\$ 375 625 1,025 1,125 1,425 1,700	\$ 500 875 1,425 1,550 1,950 2,350
10,000,000	And over	3,325	4,650"

#### MAST ARM ASSEMBLY AND POLE (BDE)

Effective: January 1, 2008 Revised: January 1, 2009

Revise Article 1077.03 of the Standard Specifications to read:

"1077.03 Mast Arm Assembly and Pole. Mast arm assembly and pole shall be as follows.

- (a) Steel Mast Arm Assembly and Pole and Steel Combination Mast Arm Assembly and Pole. The steel mast arm assembly and pole and steel combination mast arm assembly and pole shall consist of a traffic signal mast arm, a luminaire mast arm or davit (for combination pole only), a pole, and a base, together with anchor rods and other appurtenances. The configuration of the mast arm assembly, pole, and base shall be according to the details shown on the plans.
  - (1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 80 mph (130 km/hr) wind velocity. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "ring plate" detail as shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4<sup>th</sup> Edition.
  - (2) Structural Steel Grade. The mast arm and pole shall be fabricated according to ASTM A 595, Grade A or B, ASTM A 572 Grade 55, or ASTM A 1011 Grade 55 HSLAS Class 2. The base and flange plates shall be of structural steel according to AASHTO M 270 Grade 50 (M 270M Grade 345). Luminaire arms and trussed arms 15 ft (4.5 m) or less shall be fabricated from one steel pipe or tube size according to ASTM A 53 Grade B or ASTM A 500 Grade B or C. All mast arm assemblies, poles, and bases shall be galvanized according to AASHTO M 111.
  - (3) Fabrication. The design and fabrication of the mast arm assembly, pole, and base shall be according to the requirements of the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals published by AASHTO. The mast arm and pole may be of single length or sectional design. If section design is used, the overlap shall be at least 150 percent of the maximum diameter of the overlapping section and shall be assembled in the factory.

The manufacturer will be allowed to slot the base plate in which other bolt circles may fit, providing that these slots do not offset the integrity of the pole. Circumferential welds of tapered arms and poles to base plates shall be full penetration welds.

- (4) Shop Drawing Approval. The Contractor shall submit detailed drawings showing design materials, thickness of sections, weld sizes, and anchor rods to the Engineer for approval prior to fabrication. These drawings shall be at least 11 x 17 in. (275 x 425 mm) in size and of adequate quality for microfilming.
- (b) Anchor Rods. The anchor rods shall be ASTM F 1554 Grade 105, coated by the hot-dip galvanizing process according to AASHTO M 232, and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and have a bend at the other end. The first 10 in. (250 mm) at the threaded end shall be galvanized. Two nuts, one lock washer, and one flat washer shall be furnished with each anchor rod. All nuts and washers shall be galvanized."

# **MATERIAL TRANSFER DEVICE (BDE)**

WATERIAL TRANSPER DEVICE (BDE)
Effective Date: June 15, 1999 Revised Date: January 1, 2009
<u>Description</u> . This work shall consist of placing
Materials and Equipment. The material transfer device shall have a minimum surge capacity of 15 tons (13.5 metric tons), shall be self-propelled and capable of moving independent of the paver, and shall be equipped with the following:
(a) Front-Dump Hopper and Conveyor. The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage. Material Transfer devices having paver style hoppers shall have a horizontal bar restraint placed across the foldable wings which prevents the wings from being folded.
(b) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 14 tons (12.7 metric tons).
(c) Mixer/Agitator Mechanism. This re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger or two full-length longitudinal paddle mixers designed for the purpose of re-mixing the hot-mix asphalt (HMA). The longitudinal paddle mixers shall be located in the paver hopper insert.
CONSTRUCTION REQUIREMENTS
General. The material transfer device shall be used for the placement of(2) The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.
Use of a material transfer device with a roadway contact pressure exceeding 20 psi (138 kPa) will be limited to partially completed segments of full-depth HMA pavement where the thickness of binder in place is 10 in. (250 mm) or greater.
<u>Structures</u> . The material transfer device may be allowed to travel over structures under the following conditions:

- (a) Approval will be given by the Engineer.
- (b) The vehicle shall be emptied of HMA material prior to crossing the structure and shall travel at crawl speed across the structure.
- (c) The tires of the vehicle shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure.

Method of Measurement.	This work will be measured for payment in tons (metric tons) for	
	aterials placed with a material transfer device.	

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per ton (metric ton) for MATERIAL TRANSFER DEVICE.

The various HMA mixtures placed with the material transfer device will be paid for as specified in their respective specifications. The Contractor may choose to use the material transfer device for other applications on this project; however, no additional compensation will be allowed.

- (1) HMA surface course mixture according to Section 406 of the Standard Specifications,
- (2) all HMA surface course mixtures placed with a paver including ramps but excluding shoulders.
- (3) all surface course

# METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008 Revised: April 1, 2009

Add the following to Article 503.02 of the Standard Specifications:

Add the following to Article 504.02 of the Standard Specifications:

"(j) Metal Hardware Cast into Concrete......1006.13"

Revise Article 1006.13 of the Standard Specifications to read:

"1006.13 Metal Hardware Cast into Concrete. Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load
5/8 in. (16 mm)	6600 lb (29.4 kN)
3/4 in. (19 mm)	6600 lb (29.4 kN)
1 in. (25 mm)	9240 lb (41.1 kN)"

#### MONTHLY EMPLOYMENT REPORT (BDE)

Effective: April 1, 2009

In addition to any other reporting required by the contract, the Contractor shall provide to the Engineer an employment summary for all employees working on the contract from the contract execution date to the last full pay period each month for the duration of the contract. The report may include but is not limited to:

- a) A listing of the total number of employees.
- b) The employee job classification.
- c) The total hours worked and payroll for each employee.

The report shall be completed by the Contractor and each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this contract shall be included. Engineering consulting firms performing construction layout and material testing for the Contractor shall also be included.

Hours worked for material suppliers, services provided by purchase orders, Department employees or consulting firms performing inspection or testing for the Department shall not be included in the report.

The report shall contain all hours worked under the contract from the start of the month to the last full pay period each month and shall be submitted no later than 10 business days after the end of each month.

The report shall be submitted electronically in a format determined by the Engineer. See attachment for potential reporting format.

Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

# Attachment

MONTHLY PRIME AND SUBCONTRACTOR EMPLOYMENT REPORT AMERICAN RECOVERY AND REINVESTMENT ACT				
First day of reporting period (mm/dd/yyyy):	Last day of reporting period (mm/dd/yyyy):	3. Notice to Proceed Date	(mm/dd/yyyy)	
4. NAME AND ADDRESS OF FIRM	<b>1</b>	5. FEDERAL-AID PROJEC	OT NUMBER	
		6. State Project Number o	rID	
7. CONTRACTING AGENCY		8. STATE (or Federal Lan	ds Region)	
	Employme	nt Data		
Direct, On-Project Jobs		TOTAL EMPLOYEES	TOTAL HOURS	TOTAL PAYROLL
CONSTRUCTION	NEW HIRES EXISTING EMPLOYEES			
NON-CONSTRUCTION	NEW HIRES EXISTING EMPLOYEES			
TOTAL				
10. PREPARED BY: (Signature and Title)				DATE
11. REVIEWED BY: (Signature and Title of State Highway Official)			DATE	

This form is issued in association with the American Recovery and Reinvestment Act of 2009

# NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007 Revised: November 1, 2009

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

	T-1-1- A			
Table A				
Deficiency Deductio	<u>n Gravity A</u>	<u>djustment F</u>	actors	
Types of Violations	Soil Distu	rbed and N	ot Permane	ently
	Stabilized	At Time of	Violation	
	< 5	5 - 10	>10 - 25	> 25
	Acres	Acres	Acres	Acres
Failure to Install or Properly	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Maintain BMP				
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10
Failure to properly manage	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Chemicals, Concrete Washouts or				
Residuals, Litter or other Wastes		•		
Improper Vehicle and Equipment	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Maintenance, Fueling or Cleaning				
Failure to Provide or Update	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Written or Graphic Plans Required				
by SWPPP				
Failure to comply with Other	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"
Provisions of the NPDES Permit				

# **PAVEMENT PATCHING (BDE)**

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

#### PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

# PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

## PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007 Add the following to Article 540.02 of the Standard Specifications: Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications: "Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar." Add the following to Article 542.02 of the Standard Specifications: "(ee) Handling Hole Plugs ......1042.16" Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 550.02 of the Standard Specifications: "(o) Handling Hole Plugs......1042.16" Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 602.02 of the Standard Specifications: "(p) Handling Hole Plugs...... 1042.16(a)" Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications

with the following:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Section 1042 of the Standard Specifications:

- "1042.16 Handling Hole Plugs. Plugs for handling holes in precast concrete products shall be as follows.
  - (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
  - (b) Polyethylene Plug. The polyethylene plug shall have a "mushroom" shape with a flat round top and a stem with three different size ribs. The plug shall fit snuggly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)"

# RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986 Revised: January 1, 2006

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required

for each railroad unless otherwise noted.

,		
NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Peoria, Peoria Heights and Wes	tern O/week	1/month
c/o city of Peoria		•
c/o city of Peoria 419 Fulton Street		
Peoria, IL 61602		
DOT/AAR No.: 604062T	RR Mile Post: 06.63	
RR Division: Tillinois	RR Sub-Division: 3	
For Freight/Passenger Information Co For Insurance Information Contact: 4(		Phone:(309) 3 10 - 5160 Phone:(309) 370 - 5160

DOT/AAR No.: RR Division:

RR Mile Post: RR Sub-Division:

For Freight/Passenger Information Contact:

For Insurance Information Contact:

Phone: Phone:

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation Bureau of Design and Environment 2300 South Dirksen Parkway, Room 326 Springfield, Illinois 62764 The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

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

## RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007 Revised: January 1, 2010

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

#### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT

**1031.01 Description.** Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

**1031.02 Stockpiles.** The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass one sieve size larger than the maximum sieve size specified for the mix the RAP will be used in.
- (b) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (c) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".
- RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- **1031.03 Testing.** When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable  $G_{mm}$ . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D"  Quality
1 in. (25 mm)		± 5 %

1/2 in. (12.5 mm)	±8%	± 15 %
No. 4 (4.75 mm)	±6%	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	±5%	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % <sup>1/</sup>	± 0.5 %
G <sub>mm</sub>	± 0.03	

1/ The tolerance for FRAP shall be  $\pm$  0.3 %.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

# 1031.04 Quality Designation of Aggregate in RAP/FRAP.

- (a) The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
  - (1) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL), or HMA (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) The aggregate quality of FRAP shall be determined as follows.

Fractionated stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a

representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications."

**1031.05** Use of RAP/FRAP in HMA. The use of RAP/FRAP shall be a Contractor's option when constructing HMA in all contracts. The use of RAP/FRAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
- (f) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table below for a given N Design.

#### Max RAP Percentage

HMA Mixtures 1/, 3/	Maximum % RAP			
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified	
30	30	30	10	
50	25	15	10	
70	15 / 25 <sup>2/</sup>	10 / 15 <sup>2/</sup>	10	
90	10	10	10	
105	10	10	10	

- 1/ For HMA shoulder and stabilized subbase (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP if homogeneous RAP stockpile of IL-9.5 RAP is utilized.
- 3/ When RAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°°F (135 °C) the grades shall be reduced as follows:

Overlavs:

When WMA contains between 20 and 30 percent RAP the high temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

Full Depth:

When WMA contains between 20 and 30 percent RAP, the low temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

(g) When the Contractor chooses the FRAP option, the percentage of FRAP shall not exceed the amounts indicated in the table below for a given N Design.

#### Max FRAP Percentage

HMA Mixtures 1/, 2/	Maximum % FRAP			
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified	
30	35	35	10	
50	30	25	10	
70	25	20	10	
90	20	15	10	
105	10	10	10	

1/ For HMA shoulder and stabilized subbase (HMA) N30, the amount of FRAP shall not exceed 50 percent of the mixture.

2/ When FRAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°°F (135 °C) the grades shall be reduced as follows:

#### Overlays:

When WMA contains between 20 and 30 percent FRAP the high temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

#### Full Depth:

When WMA contains between 20 and 30 percent FRAP, the low temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

**1031.06 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP material meeting the above detailed requirements.

RAP/FRAP designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.

**1031.07 HMA Production.** The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

HMA plants utilizing RAP/FRAP shall be capable of automatically recording and printing the following information.

- (a) Dryer Drum Plants.
  - (1) Date, month, year, and time to the nearest minute for each print.
  - (2) HMA mix number assigned by the Department.
  - (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
  - (4) Accumulated dry weight of RAP/FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
  - (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
  - (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
  - (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
  - (8) Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)
- (b) Batch Plants.
  - (1) Date, month, year, and time to the nearest minute for each print.
  - (2) HMA mix number assigned by the Department.
  - (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - (4) Mineral filler weight to the nearest pound (kilogram).
  - (5) RAP/FRAP weight to the nearest pound (kilogram).
  - (6) Virgin asphalt binder weight to the nearest pound (kilogram).
  - (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be

inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

#### REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material						
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange		
0.2	-4	365	160	150		
0.2	+30	175	80	70		
0.5	-4	245	100	95		
0.5	+30	100	50	40"		

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

# REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008 Revised: April 1, 2009

Revise Article 508.03 of the Standard Specifications to read:

"508.03 Storage and Protection. Reinforcement bars shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When epoxy coated bars are stored in a manner where they will be exposed to the weather more than 60 days prior to use, they shall be protected from deterioration such as that caused by sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

Covering of the epoxy coated bars will not be required when the bars are installed and tied, or when they are partially incorporated into the concrete."

#### SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005 Revised: January 1, 2009

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

<u>Usage</u>. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be  $\pm 2$  in. ( $\pm 50$  mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Test Methods</u>. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

<u>Trial Batch</u>. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

<u>Falsework and Forms</u>. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall ensure the design of the falsework and forms is adequate for the additional form pressure caused by the fluid concrete. Forms shall be tight to prevent leakage of fluid concrete.

When the form height for placing the self-consolidating concrete is greater than 10.0 ft (3.0 m), direct monitoring of form pressure shall be performed according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. A minimum of one sensor will be required below each point of concrete placement to measure the maximum pressure. The first sensor below the point of concrete placement shall be approximately 12 in. (300 mm) above the base of the formwork. Additional sensors shall be installed above the bottom sensor when the form height is greater than 10.0 ft (3.0 m) above the bottom sensor. The additional sensors shall be installed at a maximum vertical spacing of 10.0 ft (3.0 m). The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

<u>Placing and Consolidating</u>. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

<u>Quality Control by Contractor at Jobsite</u>. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

<u>Quality Assurance by Engineer at Plant</u>. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

## SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

## STORM SEWERS (BDE)

Effective: April 1, 2009

Add the following to Article 550.02 of the Standard Specifications:

"(p) Polyvinyl Chloride (PVC) Profile Wall Pipe-304	.1040.03
(q) Polyethylene (PE) Pipe with a Smooth Interior	. 1040.04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior	. 1040.04
(s) Polyethylene (PE) Profile Wall Pipe	. 1040.04"

Add the following to the list of flexible pipes under Class B storm sewers in the first table of Article 550.03 of the Standard Specifications:

"Polyvinyl Chloride (PVC) Profile Wall Pipe-304 Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polyethylene (PE) Pipe with a Smooth Interior Polyethylene (PE) Profile Wall Pipe"

Revise the 2<sup>nd</sup> - 7<sup>th</sup> tables of Article 550.03 of the Standard Specifications to read:

Dia.						FOR A		F MATER	IAL P	ERMI		AND ST					IPE				
In	Nom. Fill Height: 3' and less Dia. with 1' minimum cover											Fill Height: Greater than 3',									
12   IV   NA   NA   X   X   X   X   X   X   X   NA   III   1   *X   X   X   X   X   X   X   X   X	<sup>11</sup> Class Class												PVCPW -304	PE	CPE	PEPW					
15   IV   NA   NA   X   X   X   X   X   X   NA   X   NA   III   2   X   X   X   X   X   X   X   X   X													1					NA	X	NA	NA
18													1					X	X	Х	NA
21         IV         NA         NA         X         X         X         X         NA         NA         X         III         2         X																			NA	X	NA
24         IV         NA         NA         X <td colspan="10"></td> <td>x</td>											x										
27   IV   NA   NA   X   X   X   X   X   X   X   X   X																	NA X	NA X	X		
30	to the A A A A																	ŵ	Ŷ	x	
33																			x	î	â
36   III   NA   X   X   X   X   X   X   X   X   X			NA															x	x	Ϊ́χΙ	ÎÂ
48   II NA NA NA NA NA X X X X X X III NA NA NA NA NA X X X X X X X X III NA			NA	Х	Х	X	Х	Х	X	Х	Х	III	NA	X	X	X		X	X	X	X
54         II         NA         NA<										x	Х		NA	NA	NA	NA	Х	Х	Х	Х	X
60   NA	_											111	NA	NA	NA	NA	X	X	Х	Х	X
66   NA							, ,											NA	NA	NA	NA
72   NA																, .		NA	NA	NA	NA
	_	-				, ,												NA	NA	NA	NA
TO FILINA INA INA INA INA INA INA INA INA INA					, ,													NA	NA	NA	NA
													NA	NA	NA	NA	NA	NA	NA	NA	NA
		+	, .															NA NA	NA	NA	NA
		- 1																NA	NA	NA	NA
						,												NA NA	NA	NA	NA
																		NA NA	NA NA	NA NA	NA   NA

RCCP

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Extra Strength Clay Pipe

CSP

Polyvinyl Chloride (PVC) Pipe

CPVC

Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior Polyvinyl Chloride (PVC) Profile Wall Pipe-794 Polyvinyl Chloride (PVC) Profile Wall Pipe-304 PVCPW-794 PVCPW-304

PE CPE PEPW

Polyethylene (PE) Pipe with a Smooth Interior
Corrugated Polyethylene (PE) Pipe with a Smooth Interior
Polyethylene (PE) Profile Wall Pipe
This material may be used for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
May also use standard strength Clay Sewer Pipe
May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification. X NA \*\*

İ	STORM SEWERS													
	KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE													
	TORA GIVEN FIRE DIAMETER AND FIRE TEIGHT OVER THE TOP OF THE FIFE													
		Type 3 Type 4											4	
Nom.		Fill Height: Greater than 10', Fill Height: Greater than 15'.											5'.	
Dia.	ļ				exceedi		•					t exceed		-,
	RCCP	RCCP   CSP   ESCP   PVC   CPVC   PVCPW   PVCPW   PE   PEPW   RCCP   PVC   CPVC   PVCPW   PVCPW												
in.	Class	Class		' ' '	0, 70	-794	-304	' -		Class	' ' '	0, 10	-794	-304
10	NA	3	X	Х	**	NA	NA	Х	NA	NA	X	**	NA	NA
12	IV	NA	X	X	Х	Х	Х	Х	NA	l v	Х	Х	Х	X
15	IV	NA	NA	Х	Х	X	Х	NA	NA	V	Х	Х	Х	Х
18	IV	NA	NA	Х	X	Х	Х	Х	Х	V	Х	Х	Х	Х
21	IV	NA	NA	X	Х	Х	Х	NA	X	V	X	Х	Х	Х
24										X	Х	X		
27		IV NA NA X X X X X X X X X X									X			
30	IV	NA	NA	Х	Х	X	X	Х	X	V	X	Х	Х	Х
33	IV	NA	NA	X	NA	X	Х	X	X	IV	X	NA	X	X
36	IV	NA	NA	Х	X	X	Х	Χ	X	IV	Х	X	Х	X
42	IV	NA	NA	NA	NA	X	X	X	X	IV	NA	NA	X	Х
48	IV	NA	NA	NA	NA	X	Х	Χ	X	IV	NA	NA	X	X
54	IV	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
60	IV	NA	NA	NA	NA	NA	NA	NA	NA	IV.	NA	NA	NA	NA
66		NA	NA	NA	NA	NA	NA NA	NA	NA	IV.	NA	NA	NA	NA.
72	111	NA	NA	NA	NA	NA	NA	NA	NA	IV.	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	NA	NA	IV.	NA	NA	NA	NA
84	ill	NA	NA	NA	NA_	NA NA	NA NA	NA	NA	IV .	NA	NA	NA	NA
90	III NA NA NA NA NA NA NA NA NA IV NA NA NA NA													
96	III I	NA	NA	NA	NA I	NA	NA	NA	NA	IV.	NA	NA	NA	NA
102	III I	NA	NA	NA	NA	NA	NA	NA	NA I	IV N	NA	NA	NA	NA
108	[[]	NA	NA	NA	NA	NA .	NA	NA	NA	IV.	NA	NA	NA	NA

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

RCCP CSP ESCP PVC

CPVC

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
Concrete Sewer, Storm Drain, and Culvert Pipe
Extra Strength Clay Pipe
Polyvinyl Chloride (PVC) Pipe
Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
Polyvinyl Chloride (PVC) Profile Wall Pipe-794
Polyvinyl Chloride (PVC) Profile Wall Pipe-304
Polyethylene (PE) Pipe with a Smooth Interior
Polyethylene (PE) Profile Wall Pipe
This material may be used for the given pine diameter and fill being PVCPW-794 PVCPW-304 PE PEPW

This material may be used for the given pipe diameter and fill height.

This material is Not Acceptable for the given pipe diameter and fill height.

May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification. X NA \*\*

		ļ				STORI L PERMIT ER AND F		STREN			E PIPE	
Nom.	ı			er than 20	1			Type 6	1	Type 7 Fill Height: Greater than 30',		
Dia. in.	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304	RCCP Class	eding 35'
10 12 15	NA V-3160D V-3080D	X X	** X X	NA X X	NA X X	NA V-3790D V-3390D	X X X	** X NA	NA X NA	NA X NA	NA V-4000D V-3575D	X X X
18 21 24	V V V	X X X	X X X	X X X	X X X	V-3115D V	X X X	NA NA NA	NA NA NA	NA NA NA	V-3373D V-3300D V-3110D V	X
27 30	V	X	NA NA	NA NA	NA NA	V	X	NA NA	NA NA	NA NA	V V	X
33 36 42	V V V	X X NA	NA NA NA	NA NA NA	NA NA NA	V V	X X NA	NA NA NA	NA NA NA	NA NA NA	V V	X X NA
48 54 60	V V V	NA NA NA	NA NA NA	NA NA NA	NA NA NA	V V V	NA NA NA	NA NA NA	NA NA NA	NA NA NA	V V	NA NA NA
66 72 78	IV IV IV	NA NA NA	NA NA NA	NA NA NA	NA NA NA	V V V	NA NA NA	NA NA NA	NA NA NA	NA NA NA	V V V	NA NA NA
84 90	IV IV	NA NA	NA NA	NA NA	NA NA	V	NA NA	NA NA	NA NA	NA NA	V V	NA NA
96 102 108	IV IV IV	NA NA NA	NA NA NA	NA NA NA	NA NA NA	V V V	NA NA NA	NA NA NA	NA NA NA	NA NA NA	V V V	NA NA NA

RCCP PVC CPVC PVCPW-794 PVCPW-304

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
Polyvinyl Chloride (PVC) Pipe
Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
Polyvinyl Chloride (PVC) Profile Wall Pipe-794
Polyvinyl Chloride (PVC) Profile Wall Pipe-304
This material may be used for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification.
RCCP Class V - 3160D, etc. shall be furnished according to AASHTO M 170 Section 6.
These loads are D loads to produce a 0.01 in. crack. X NA

Note

					FOR A		F MATER	IAL F	ERMI	TTED A		RÉNG				PIPE					
Nom. Dia.	with 0.3 m minimum cover											Type 2 Fill Height: Greater than 1 m, not exceeding 3 m									
mm	Class   Class     -794   -304											PEPW									
250	NA	3	X	X	NA	NA	NA	X	NA	NA	NA	1	*X	X	**	NA	NA	X	ΝA	NA	
300	IV	NA	NA	X	X	Х	X	Х	Х	NA	111	1	*X	X	Х	Х	Х	Х	X	NA	
375	IV	NA_	NA_	X	X	X	X	NA	X	NA	[1]	2	X	X	X	X	X	NA	X	NA	
450	IV	NA	NA	X	X	Х	Х	X	Х	X	111	2	Х	X	X	Х	Χ	X	X	X	
525	IV	NA	NA	X	X	X	X	NA	NA	X	III	2	X	X	Х	Х	Х	NA	NA	X	
600	- 11 12 12 12 12 12 12 12 12 12 12 12 12										111	2	X	<u> </u>	X	X	X	X	X	X	
675	IV	NA	NA	Х	X	Х	X	X	X	X	111	NA	X	X	X	Х	X	X	Х	X	
750	Ш	NA	Х	Х	X	X	X	X	X	X	111	NA	X	Х	X	X	X	Х	Х	X	
825	111	NA	X	X	NA	Х	Х	Х	X	X	111	NA	X	Х	NA	Х	Х	Х	Х	X	
900	III	NA	Х	Х	X	Х	Х	Х	X	Х	111	NA	Х	Х	Х	Х	X	Х	Х	X	
1050		NA	NA	NA	NA	Х	X	Х	X	Х	111	NA	NA	NA	NA	X	X	X	Х	X	
1200		NA	NA	NA	NA	Х	X	Х	X	X	III	NA	NA	NA	NA	X	X	Х	X	X	
1350	II I	NA	NA	NA	NA	NA	NA	NA	NA	NA	111	NA	NA	NA	NA	NA	NA	NA	NA	NA	
1500		NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA	
1650		NA	NA	NA	NA	NA	NA	NA	NA	NA	ll ll	NA	NA	NA	NA	NA	NA	NA	NA	NA	
1800	[ ]	NA	NA	NA	NA	NA	NA	NA	NA	NA	!!	NA	NA	NA	NA	NA	NA	NA	NA	NA	
1950		NA	NA	NA	NA	NA	NA	NA	NA	NA	II I	NA	NA	NA	NA	NA	NA	NA	NA	NA	
2100		NA	NA	NA	NA	NA	NA	NA	NA	NA	11	NA	NA	NA	NA	NA	NA	NA	NA	NA	
2250	I I NA NA NA NA NA NA NA NA NA NA NA NA NA																				
2400	!	NA	NA	NA	NA I	NA	NA	NA	NA	NA	!!	NA	NA	NA	NA	NA	NA	NA	NA	NA	
2550		NA	NA	NA	NA	NA	NA	NA	NA	NA		NA	NA	NA	NA	NA	NA	NA	NA	NA I	
2700	ı	NA	NA	NA	NA	NA	NA	NA.	NA	NA	11	NA	NA	NA	NA	NA	NA	NA	NA	NA	

RCCP CSP ESCP PVC

CPVC

PVCPW-794 PVCPW-304 PE

CPE

PEPW

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
Concrete Sewer, Storm Drain, and Culvert Pipe
Extra Strength Clay Pipe
Polyvinyl Chloride (PVC) Pipe
Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
Polyvinyl Chloride (PVC) Profile Wall Pipe-794
Polyvinyl Chloride (PVC) Profile Wall Pipe-304
Polyvinyl Chloride (PVC) Profile Wall Pipe-304
Polyethylene (PE) Pipe with a Smooth Interior
Corrugated Polyethylene (PE) Pipe with a Smooth Interior
Polyethylene (PE) Profile Wall Pipe
This material may be used for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
May also use standard strength Clay Sewer Pipe
May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification. NA \*

						RIAL PERI	SEWERS	YD ST	RÉNGTH								
		F	OR A GI	VEN PI	PE DIAN	IETER AN	D FILL HE	IGHT	OVER TH	IE TOP (	OF THE	PIPE					
					Type :	3				Type 4							
Nom. Dia.			F		nt: Great exceedin		Fill Height: Greater than 4.5 m, not exceeding 6 m										
mm	Class Class -794 -304 Class -794 -30											PVCPW -304					
250	NA	3	X	Х	**	NA	NA	Х	NA	NA	X	**	NA	NA			
300	١٧	NA	X	X	Х	X	X	Х	NA	V	Х	X	X	X			
375	IV	NA	NA	X	X	X	X	NA	NA	V	X	X	X	X			
450	IV	NA	NA	X	X	X	X	X	X	<b>&gt;</b> ;	X	X	X	X			
525	IV	NA	NA	X	X	X	X	NΑ	X X	V V	X	X	X	X			
600										$\frac{v}{v}$	X	X	X	X			
675 750										V	X	l ŝ	X	X			
825	IV IV	NA NA	NA NA	X	NÃ.	l â	î	â	Î	IV I	l â	NA.	î	â			
900	IV	NA NA	NA NA	x	X	x	$-\hat{\mathbf{x}}$	$\hat{\mathbf{x}}$	l â	IV	$\frac{\hat{x}}{\hat{x}}$	X	Ŷ	X			
1050	IV	NA I	NA NA	NA	NA	x	x	x	l x	iv	ŃΑ	NA	Ιŝ	Î			
1200	iv	NA NA	NA	NA	NA	x	â	x	l â	iv	NA	NA	Ι α̈́	Î			
1350	iV	NA	NA	NA	NA	NA	NA.	NA	NA	IV	NA	NA	NA	NA			
1500	iv	NA	NA	NA	NA	NA	NA	NA	NA	iV	NA	NA	NA .	NA			
1650	111	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA			
1800	ill	NA	NA	NΑ	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA			
1950	Ш	NA	NA	NA :	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA			
2100	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA			
2250	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA			
2400	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA			
2550	111	NA	NA	NA	NA	NA	NA	NA	NA	IV.	NA	NA	NA	NA			
2700	111	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA :	NA	NA	NA			

RCCP CSP ESCP

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
Concrete Sewer, Storm Drain, and Culvert Pipe
Extra Strength Clay Pipe
Polyvinyl Chloride (PVC) Pipe
Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
Polyvinyl Chloride (PVC) Profile Wall Pipe-794
Polyvinyl Chloride (PVC) Profile Wall Pipe-304
Polyethylene (PE) Pipe with a Smooth Interior
Polyethylene (PE) Profile Wall Pipe
This material may be used for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification. ESCP PVC CPVC PVCPW-794 PVCPW-304 PE PEPW X NA

				KIND OF	MATERIAI		TED ANI	Ò STRÉN			E PIPE	
			Type 5					Type 6		Type 7		
Nom. Dia.	F		t: Greate exceeding	er than 6 m g 7.5 m	1,	F		: Greate exceedin	r than 7.5 i g 9 m	m,	Fill Height: Gr	eater than 9 m, ling 10.5 m
mm	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304	RCCP Class	PVC
250	NA	X	**	NA	NA	NA	X	**	NA	NA	NA	Х
300	V-150D	ΙX	X	X	X	V-180D	X	X	Х	Х	V-190D	X
375	V-145D	X	X	X	Х	V-160D	X	NA	NA	NA	V-170D	X
450	V	Х	Х	X	Х	V-150D	X	NA	NA	NA	V-160D	Х
525	V	X	X	Х	Х	٧	X	NA	NA	NA	V-150D	X
600	٧	Х	X	X	Х	٧	X	NA	NA	NA	V	X
675	V	X	NA	NA	NA	V	Х	NA	NA	NA	٧	X
750	V	Х	NA	NA	NA	V	Х	NA .	NA	NA	V	X
825	V	X	NA	NA	NA	V	Х	NA	NA .	NA	V	X
900	٧	Х	NA	NA	NA	٧	X	NA	NA	NA	V	X
1050	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1200	V	NA	NA	NA	NA	٧	NA	NA	. NA	NA	V	NA
1350	٧	NA	NA	NA	NA	٧	NA	NA	NA	NA	٧	NA
1500	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1650	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1800	IV	NA	NA	NA	NA	٧	NA	NA	NA	NA	٧	NA
1950	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
2100	IV	NA	NA	NA :	NA	V	NA	NA	NA	NA	V	NA
2250	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
2400	IV	NA	NA	NA	NA	٧	NA	NA	NA	NA	V	NA
2550	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
2700	IV	NA	NA	NA	NA	V _	NA	NA	NA	NA	v l	NA

RCCP

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC

Polyvinyl Chloride (PVC) Pipe
Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
Polyvinyl Chloride (PVC) Profile Wall Pipe-794
Polyvinyl Chloride (PVC) Profile Wall Pipe-304 CPVC PVCPW-794

PVCPW-304

This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height.

May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification. NΑ

RCCP Class V - 150D, etc. shall be furnished according to AASHTO M 170M Section 6. Note

These loads are D loads to produce a 0.3 mm crack.'

Revise the last paragraph of Article 550.06 of the Standard Specifications to read:

"PVC and PE pipes shall be joined according to the manufacturer's specifications."

Revise the second paragraph of Article 550.07 of the Standard Specifications to read:

"When using flexible pipe, as listed in the first table of Article 550.03, the aggregate shall be continued to a height of at least 1 ft (300 mm) above the top of the pipe and compacted to a minimum of 95 percent of standard lab density by mechanical means."

Revise Article 550.08 of the Standard Specifications to read:

"550.08 Deflection Testing for Storm Sewers. All PVC and PE storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC and PE storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC and PE storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel drag shall be used.

Where the mandrel is used, the mandrel shall be furnished by the Contractor and pulled by hand through the pipeline with a suitable rope or cable connected to each end. Winching or other means of forcing the deflection gauge through the pipeline will not be allowed.

The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance. The mandrel shall be of a design to prevent it from tipping from side to side and to prevent debris build-up from occurring between the channels of the adjacent fins or legs during operation. Each end of the core of the mandrel shall have fasteners to which the pulling cables can be attached. The mandrel shall have nine, various sized fins or legs of appropriate dimension for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size and percent of deflection allowable.

The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe and PE Profile Wall pipe, the base inside diameter shall be defined using ASTM D 3034 methodology. For all other PE pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications.

If the pipe is found to have a deflection greater than that specified, that pipe section shall be removed, replaced, and retested."

Revise Article 1040.04(b) of the Standard Specifications to read:

"(b) Corrugated PE Pipe with a Smooth Interior. The pipe shall be according to AASHTO M 294 (nominal size – 12 to 48 in. (300 to 1200 mm)). The pipe shall be Type S or D."

Revised the first and second paragraphs of Article 1040.04(c) to read:

- "(c) PE Profile Wall Pipe. The pipe shall be according to ASTM F 894 and shall have a minimum ring stiffness constant of 160. The pipe shall also have a minimum cell classification of PE 334433C as defined in ASTM D 3350.
  - (1) Pipe Culverts and Storm Sewers. When used for pipe culverts and storm sewers, the section properties shall be according to AASHTO's Section 17. The manufacturer shall submit written certification that the material meets AASHTO's Section 17 properties."

## SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

### **TEMPORARY EROSION CONTROL (BDE)**

Effective: November 1, 2002 Revised: January 1, 2010

Add the following to Article 280.02 of the Standard Specifications to read:

"(k) Filter Fabric ......1080.03"

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Revise Article 280.04(a) of the Standard Specifications to read:

"(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be installed according to the manufacturer's specifications. Spacing of ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is lower than the bottom of the terminating ends of the ditch side slopes."

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

"The temporary mulch cover shall be according to either Article 251.03 or 251.04 except for any reference to seeding."

Revise Article 280.07(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer."

Revise Article 280.07(f) of the Standard Specifications to read:

"(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b)."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Revise Article 280.08(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS."

Revise Article 280.08(f) of the Standard Specifications to read:

"(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

Revise the second sentence of the first paragraph of Article 1081.015(e) of the Standard Specifications to read:

"The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3."

## THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (Ti0₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance .....75 percent min. \*Yellow: Daylight Reflectance .....45 percent min.

\*Shall meet the coordinates of the following color tolerance chart.

x 0.490 0.475 0.485 0.530 y 0.470 0.438 0.425 0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering

using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122  $^{\circ}$ F (50  $^{\circ}$ C) followed by four hours of condensation at 104  $^{\circ}$ F (40  $^{\circ}$ C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

## WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 110 working days.

I

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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### **ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

### I. GENERAL

- 1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- **4.** A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

- **5.** Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- **6.** Selection of Labor: During the performance of this contract, the contractor shall not:
- a. Discriminate against labor from any other State, possession, or

territory of the United States (except for employment preference for

Appalachian contracts, when applicable, as specified in Attachment

A), or

**b.** Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole.

supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- ${\bf a.}\;$  The contractor will work with the State highway agency (SHA) and

the Federal Government in carrying out EEO obligations and in their

review of his/her activities under the contract.

 $\mbox{\bf b.}$  The contractor will accept as his operating policy the following

statement: "It is the policy of this Company to assure that applicants

are employed, and that employees are treated during employment,

without regard to their race, religion, sex, color, national origin, age or

disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship,

preapprenticeship,

and/or on-the-job-training."

- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- **3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - **b.** All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - **c.** All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees,

applicants for employment and potential employees.

- **e.** The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site
  - **b.** The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

## 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be

- in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- **c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- **d.** The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
  - **a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - **b.** The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - **c.** The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - **d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - **a.** The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from

and to utilize DBE subcontractors or subcontractors with meaningful  $% \left( 1\right) =\left( 1\right) \left( 1\right)$ 

minority group and female representation among their employees.

Contractors shall obtain lists of DBE construction firms from SHA

personnel.

- **c.** The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- **9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- **a.** The records kept by the contractor shall document the following:
- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
  - **(2)** The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women:
- (3) The progress and efforts being made in locating, hiring, training,
  - ung, qualifying, and upgrading minority and female employees; and
- (4) The progress and efforts being made in securing the services of

DBE subcontractors or subcontractors with meaningful minority and

female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- **b**. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- **c.** The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located

on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- **b.** Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- **c.** All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

### 2. Classification:

- **a.** The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- **b.** The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- **(4)** with respect to helpers, when such a classification prevails in the area in which the work is performed.
- **c.** If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the

contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### 3. Payment of Fringe Benefits:

 $\mbox{\bf a.}$  Whenever the minimum wage rate prescribed in the contract for a

class of laborers or mechanics includes a fringe benefit which is not

- expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

# 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be

the full amount of fringe benefits listed on the wage determination

for the applicable classification. If the Administrator for the Wage

and Hour Division determines that a different practice prevails for

the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- **b**. Trainees:

paid

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.
  - (4) In the event the Employment and Training Administration

withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### **5. Apprentices and Trainees** (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or

permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely

all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for
- the classification of worked performed, as specified in the applicable
- wage determination incorporated into the contract.
- **e**. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data

- required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- **2**. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

### VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in

surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

# NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

# X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or

subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- **3.** That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- **4.** That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

a. By signing and submitting this proposal, the prospective

(Applicable to all Federal-aid contracts - 49 CFR 29)

primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an

explanation shall disqualify such a person from participation in

this transaction.

- **c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is

submitted if any time the prospective primary participant learns that

its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal

is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may

and in all solicitations for lower tier covered transactions.

decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

. . . . . . . . .

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - **a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify

to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \* \*

## 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- **a.** By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- **b.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- **c.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "primary covered transaction,"
  "participant," "person," "principal," "proposal," and
  "voluntarily excluded," as used in this clause, have the
  meanings set out in the Definitions and Coverage sections of
  rules implementing Executive Order 12549. You may contact
  the person to which this proposal is submitted for assistance in
  obtaining a copy of those regulations.
- **e.** The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- **g.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \* \*

# XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- **3.** The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

### **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <a href="http://www.dot.state.il.us/desenv/delett.html">http://www.dot.state.il.us/desenv/delett.html</a>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.