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 downloading and/or ordering CD-ROM's and are 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, signed and notarized, "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 a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** 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 bidder check IDOT's website http://www.dot.il.gov/desenv/delett.html before submitting final bid information.

IDOT is not responsible for any e-mail related 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 garmantr@dot.il.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
Electronic plans and proposals	(217)524-1642

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

Proposal Submitted By



Name

Address

City

Letting March 9, 2007

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. 83883 COOK-DUPAGE Counties Section 05-00045-02-PV (Elk Grove Village) Route FAU 1700 (Lively Boulevard) Project M-8003(544) District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Prepared by

Checked by Printed by authority of the State of Illinois

F

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAI (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</u> 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).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" 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 a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form**, 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.

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 CD-ROMS	217/782-7806



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of ______

Taxpayer Identification Number (Mandatory)

for the improvement identified and advertised for bids in the Invitation for Bids as:

Contract No. 83883 COOK-DUPAGE Counties Section 05-00045-02-PV (Elk Grove Village) Project M-8003(544) Route FAU 1700 (Lively Boulevard) District 1 Construction Funds

- Improvement consists of the reconstruction of Lively Boulevard from approximately 200 feet south of Devon Avenue to Toughy Avenue for a total length of 1.05 miles located in the Village of Elk Grove Village. Work will consist of pavement removal, construct storm sewers, HMA binder and surface courses, curb and gutter, PCC driveway, traffic signal improvements and lighting.
- 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:

			Proposal				Proposal
	Amount of	of Bid	<u>Guaranty</u>	<u>An</u>	nount c	of Bid	<u>Guaranty</u>
Up to		\$5,000	\$150	\$2.000.000	to	\$3,000,000	\$100.000
\$5,000	to	\$10,000		\$3,000,000	to	\$5,000,000	, ,
\$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, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

Attach Cashier's Check or Certified Check Here

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

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

BD 354 (Rev. 11/2001)

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		Combination	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.

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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES

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4 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 \$150,700.00. Sixty percent of the salary is \$90,420.00.

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. No corporation shall be 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. 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 provides:

Section 50-60(c).

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.

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 sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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 <u>NOT APPLICABLE STATEMENT</u> 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
- Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ____ NO____
- Does anyone in your organization receive more than \$90,420.00 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 \$90,420.00? YES ____ NO ___

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding 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 authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable**. The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer 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 a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the <u>NOT</u> <u>APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option 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 agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option 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 "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

D. Bidders Submitting More Than One Bid

Bidders 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. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

• 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:

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Yes <u>No</u>

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

	. (type or print information)		
NAME:			
ADDRESS			
Type of own	ership/distributable income share	e:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value	of ownership/distributable income sl	hare:	
·	·		

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

If your answer is yes, please answer each of the following questions.

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ____No ___
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary.

RETURN WITH BID/OFFER

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ____ No ___
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ____ No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes <u>No</u>

If your answer is yes, please answer each of the following questions.

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statues of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___No ___

RETURN WITH BID/OFFER

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____No ___
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No ___
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes No ____

	APPLICABLE STATEMENT							
This Disclosure Fo	orm A is submitted on behalf of the INDIVIDUAL named on previo	ous page.						
Completed by:								
. ,	Name of Authorized Representative (type or print)	_						
Completed by:								
	Title of Authorized Representative (type or print)	—						
Completed by:								
	Signature of Individual or Authorized Representative	Date						
	NOT APPLICABLE STATEMENT							
I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.								
This Disclosure Fo	orm A is submitted on behalf of the CONTRACTOR listed on the p	previous page.						
	Name of Authorized Representative (type or print)	—						
	Title of Authorized Representative (type or print)							
	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 available)
Disclosure of the information contained in this		

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes No If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	
 Title of Authorized Representative (type or print)	
 Signature of Authorized Representative	Da

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.



Contract No. 83883 COOK-DUPAGE Counties Section 05-00045-02-PV (Elk Grove Village) Project M-8003(544) Route FAU 1700 (Lively Boulevard) District 1 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder: ___

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

_					BLE A									TABLE	B		
		TOT	AL Wo	rkforce	Projec	tion for	⁻ Contr	act					C	URRENT	ΕN	IPLOYEE	S
				MIN	ORITY	EMPLO	OYEES	3		TRA	AINEES			TO BE TO CO		IGNED RACT	
JOB CATEGORIES		TAL OYEES	BL/	ACK	HISP	ANIC		THER NOR.	APPF TIC			HE JOB		OTAL OYEES		MINC	
	М	F	М	F	М	F	М	F	Μ	F	М	F	М	F		М	F
OFFICIALS (MANAGERS)																	
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	

TABLE C								
TOTAL Training Projection for Contract								
EMPLOYEES IN	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
TRAINING	М	F	М	F	М	F	М	F
APPRENTICES								
ON THE JOB TRAINEES								

*Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on the next page

FOR DEPARTMENT USE ONLY

BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454 Contract No. 83883 COOK-DUPAGE Counties Section 05-00045-02-PV (Elk Grove Village) Project M-8003(544) Route FAU 1700 (Lively Boulevard) District 1 Construction Funds

PART II. WORKFORCE PROJECTION - continued

B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) ______ new hires would be recruited from the area in which the contract project is located; and/or (number) ______ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) ______ persons will be directly employed by the prime contractor and that (number) ______ persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____

Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature:

Title: _____

Date:

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

- Table A Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

BC-1256-Pg. 2 (Rev. 3/98)

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 _____
 - 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. 83883 COOK-DUPAGE Counties Section 05-00045-02-PV (Elk Grove Village) Project M-8003(544) Route FAU 1700 (Lively Boulevard) District 1 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)		
		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 FOR THE MANAGING PARTY AND THE		
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
(IF A JOINT VENTURE)	By	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture,	please attach an addit	ional signature sheet.



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 ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this ______ day of ______ day of ______ A.D., _____.

(Company Name)
By:
By: (Signature of Attorney-in-Fact)
, a Notary Public in and for said County, do hereby certify that
ning on behalf of PRINCIPAL & SURETY)
nes are subscribed to the foregoing instrument on behalf of PRINCIPAL and bectively, that they signed and delivered said instrument as their free and voluntary
, A.D
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID#

Company/Bidder 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:

lame:	
ddress:	
hone 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. 83883 COOK-DUPAGE Counties Section 05-00045-02-PV (Elk Grove Village) Project M-8003(544) Route FAU 1700 (Lively Boulevard) District 1 Construction Funds





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., March 9, 2007. 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. 83883 COOK-DUPAGE Counties Section 05-00045-02-PV (Elk Grove Village) Project M-8003(544) Route FAU 1700 (Lively Boulevard) District 1 Construction Funds

Improvement consists of the reconstruction of Lively Boulevard from approximately 200 feet south of Devon Avenue to Toughy Avenue for a total length of 1.05 miles located in the Village of Elk Grove Village. Work will consist of pavement removal, construct storm sewers, HMA binder and surface courses, curb and gutter, PCC driveway, traffic signal improvements and lighting.

- 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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

Contract 83883

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

CHEC	ск з	SHEET # PAGE	<u>: NO.</u>
1	Х	Additional State Requirements For Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-07)	1
2	Х	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
3	Х	EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4		Specific Equal Employment Opportunity Responsibilities	
		Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	14
5		Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	19
6		Reserved	24
7	Х	National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	25
8		Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	26
9		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	27
10		Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	30
11		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	33
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	35
13		Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	39
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	41
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	42
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	44
17		Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	45
18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	41
19	Х	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	48
20		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	49
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	53
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	55
23		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	57
24		Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	59
25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	60
26		English Substitution of Metric Bolts (Eff. 7-1-96)	01
27		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	62
28		Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	63
29		Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	64 70
30		Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	70
31	Х	Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	78
			04
LRS		Reserved	91
LRS		Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	
LRS		Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-07)	93
LRS		Kev 1-1-07)	94
LRS		Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	95
LRS		Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	96
LRS	7	Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03)	102
LRS	8	Failure to Complete the Work on Time (Eff. 1-1-99)	108
LRS		Bituminous Surface Treatments (Eff. 1-1-99)	109
LRS		Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02)	110
LRS		Employment Practices (Eff. 1-1-99)	111
LRS		Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-06)	113
LRS		Selection of Labor (Eff. 1-1-99)	114
LRS		Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-07)	115
LRS	15	Partial Payments (Eff. 1-1-07)	118

INDEX OF SPECIAL PROVISIONS

TITLE	NO.
	3
Location of Project	3
Description of Project	3
Completion Date plus Guaranteed Working Days	4
Cooperation with Adjacent Contracts	
Maintenance of Roadways	4
Work Restriction Deficiency Deduction	4
Traffic Control Plan	5
Traffic Control and Protection	5
Temporary Information Signing	6
Keeping Roads Open to Traffic	6
Status of Utilities to be Adjusted	7
Removal of Miscellaneous Items	7
Concrete Breakers	7
Disposal of Surplus Material	. 8
Earth Excavation and Furnished Excavation	. 8
Porous Granular Embankment, Subgrade	8
Trench Backfill	10
Reclaimed Asphalt Pavement for Non-Porous Embankment and Backfill	10
	10
Exploration Trench, Special	10
Sawing Asphalt or Concrete for Removal Items	11
Portland Cement Concrete Driveway Pavement, 8 Inch, Special	11
Portland Cement Concrete Sidewalk 5 Inch and 8 Inch, Special	12
Detectable Warning	12
Hot-Mix Asphalt Surface Removal, Special	12
Flat Slab Top	13
Storm Sewer Grade Change	13
Water Main	15
Adjusting Water Main	
Fire Hydrant to be Adjusted	17
Fire Hydrant to be Removed	18
Fire Hydrant with Auxiliary Valve and Valve Box	18
Domestic Water Service Boxes to be Adjusted	20
Pipe Underdrains, Fabric Lined Trench, 4"	20
Concrete Curb, Type B (Special)	21
Combination Concrete Curb and Gutter, Type B-6.12 (Special)	21
Aggregate Subgrade, 12"	22
Remove Concrete Foundation	. 23
Modular Block Retaining Wall	24
Sanitary Manholes to be Reconstructed with New Frame and Lid	24
Remove and Reinstall Brick Paver	24
Portland Cement Concrete Surface Removal (Cold Milling) Variable Depth	26
Politiand Content Control Surface Removal (Cold Rinning) - anable 2 op -	26
Storm Sewers, Water Main Requirements	26
Sediment Control, Drainage Structure Inlet Filter Cleaning	27
Trash Receptacle Relocation	27
Aggregate Surface Course for Temporary Access	

Sign Faner – Type AZ Keneetonized bheeting	59-102
Sign Panel – Type AZ Reflectorized Sheeting	58
Maintenance of Lighting System	55
Tree Pruning	54
Tree Root Pruning	54
Relocate Existing Lighting Unit	53
Galvanized Steel Conduit	50
Directional Bore	50
Trench and Backfill for Electrical Work	49
Diameter, Polyethylene	48
Unit Duct with 3-1/C No. 4 and 1-1/C No. 6 Ground, 600V (XLP-Type Use), 1-1/4"	٠
Pole Foundation, Metal	46
Lighting Unit (30 Foot Mounting Height), 250 Watt Luminaire	45
Lighting Unit (25 Foot Mounting Height), 150 Watt Luminaire	44
Ground Rod	43
General Electrical Requirements	40
Landscaping / Planting	31
Storm Sewer Wyes and Tees	30
Sidewalk Railroad Crossing	30
Remove and Replace Lawn Sprinkler System	29
Type III Temporary Tape for Wet Conditions	· 28

Traffic Signal Specifications

Storm Water Pollution Prevention Plan

103-118

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

Ц	R# Title (Effective Date) (Revision Date).	Page #
LR SD 12	"Slab Movement Detection Device" (Eff. 11-1-84) (Rev. 1-1-07)	
LR SD 13	"Required Cold Milled Surface Texture" (Eff. 11-1-87) (Rev. 1-1-07)	
LR SD 631	"Traffic Barrier Terminal Type 5A" (Eff. 1-1-07). Developed to keep the Traffic Barrier Terminal Type 5A as an	
	option for local agencies.	
LR 102	"Protests on Local Lettings" (Eff. 1-1-07). Developed to allow local agencies to adopt the department's	
	interested party protest procedures outlined in Title 44 of the IL Administrative Code.	
		119-121
LR 105	Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR Contract Special Provision based on industry concerns discussed at the Joint Coop	110-121
1 5 407 4	Contract Special Provision based on mousily concerns discussed at the joint Coop,	
LR 107-1	"Nationwide Permit No. 14" (Eff. 2-1-04) (Rev. 3-1-05). Developed to outline the necessary requirements to	
	comply with No. 14 permits.	
LR 107-2	"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05) (Rev 1-1-06). Developed to require	
	insurance policies to be submitted to the letting agency rather than the department.	
LR 107-3	"Disadvantaged Business Enterprise Participation" (Eff. 1-1-07). Developed to require DBE utilization plans to	
	be submitted to the local agency.	
LR 108	"Combination Bids (Eff. 1-1-94) (Rev. 3-1-05). Developed to allow the revision of working days and calendar	
	days. Revised to incorporate applicable portions of deleted Sections 102 & 103.	
LR 109	"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed to assist local agencies in handling contract claims	
LR 212	"Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02)	
LR 355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73) (Rev. 1-1-07)	
LR 355-2	"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 400	"Bituminous Treated Earth Surface (Eff. 1-1-07). Developed since Section 401 was eliminated from the 2007	
	Standard Specifications.	
LR 402	"Salt Stabilized Surface Course" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69) (Rev. 1-1-07)	
LR 420	"PCC Pavement (Special)" (Eff. 5-12-64) (Rev. 1-1-07). Developed to allow local agencies to construct quality	
	PCC pavements for low volume roads.	
LR 442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed to reference approved	
	bituminous patching mixtures.	
LR 451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91) (Rev. 1-1-07)	
LR 503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73) (Rev. 1-1-02)	
LR 503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed to allow a load charge	
LN 303-2	to be added when short loads are expected during the contract.	
	"Pipe Culverts, Type (Furnished)" (Eff. 9-1-64) (Rev. 1-1-07)	
LR 542	"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-07)	
LR 663	Calcium Chionde Applied (Ell. 0-1-50) (Rev. 1-1-07)	
LR 702	"Construction and Maintenance Signs" (Eff 1-1-04) (Rev 1-1-07). Developed to require florescent orange	
	sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
LR 1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02) (Rev 1-1-07). Developed to provide a	
	coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate	
	Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
LR 1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02)	
LR 1032-1	"Penetrating Emulsions" (Eff. 1-1-07). Developed to combine Penetrating Emulsified Asphalt and Penetrating	
	Emulsified Prime into a single special provision.	
LR 1032-2	"Multigrade Cold Mix Asphalt" (Eff. 1-1-07). Developed to provide the material specification for Multigrade cold	
	mix asphalt	
LR 1102	"Road Mix or Traveling Plan Mix Equipment" (Eff. 1-1-07). Developed to replace road mix and traveling plant	
	mix bituminous equipment that was eliminated from the Standard Specifications.	

BDE SPECIAL PROVISIONS For the January 19 and March 9, 2007 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	e Name	Pg#		Special Provision Title	<u>Effective</u>	Revised
 * 	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
	80108			Asbestos Bearing Pad Removal	Nov. 1, 2003	
*	7254I			Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt	June 1, 1989	Jan. 2, 2007
				Surface Removal		
				(NOTE: This special provision was previously named "Asbestos		
				Waterproofing Membrane and Asbestos Bituminous Concrete Surface		
				Removal".)		н. Н
*	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
*	5053I			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
*	80166	122	Х	Cement	Jan. 1, 2007	
*	80029	125	<u> X </u>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
*	80167	133	X	Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
*	80168	134	X	Errata for the 2007 Standard Specifications	Jan. 1, 2007	
*	80169			High Tension Cable Median Barrier	Jan. 1, 2007	
. *	80142	136	X	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine	Jan. 1, 2005	Jan. 1, 2007
				(NOTE: This special provision was previously named "Bituminous		
•				Equipment, Spreading and Finishing Machine".)	No. 4 0004	
• *	80136			Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2007
:				(NOTE: This special provision was previously named "Superpave		tina ang ang ang ang ang ang ang ang ang ang ang
			<u> </u>	Bituminous Concrete Mixture IL-4.75°.)	Nieu d. 0002	
. *	80109		<u> </u>	Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
:	80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
. ×	80045	· ·	•	Material Transfer Device	June 15, 1999	Jan. 1, 2007
	80165		<u> </u>	Moisture Cured Urethane Paint System	Nov. 1, 2006 Nov. 1, 2002	Jan. 1, 2007
	80082			Multilane Pavement Patching	July 1, 2002	Jan. 1, 2007
· .	80129			Notched Wedge Longitudinal Joint	Nov. 1, 2004	Jan. 1, 2007
. "	80069	407			June 1, 2001	Jan. 1, 2006
	80022	137	X	Payments to Subcontractors	Jan. 1, 2000	Jan. 1, 2000
	80148	139	X	Planting Woody Plants	Nov. 1, 2004	Jan. 1, 2007
	80134			Plastic Blockouts for Guardrail	April 1, 2004	Jan. 1, 2007
	80119		· · ·	Polyurea Pavement Marking Portland Cement Concrete Plants	Jan. 1, 2007	Jan. 1, 2007
*	80170	140	X	Precast Handling Holes	Jan. 1, 2007	
1. 1	80171 80015	140	├ ^	Public Convenience and Safety	Jan. 1, 2007	
	3426I	142		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	34201 80157	142	X	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	0an. 1, 2000
*	80157	144	X	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 2, 2007
*	80160	149	X	Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
*	80150	149	X	Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
*	80164	10Z	\vdash	Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
*	80104			Seeding	July 1, 2004	Jan. 1, 2007
1	00131]	(NOTE: This special provision was previously named "Seeding and	ouly 1, 2004	
-				Sodding".)		
:	80152	154	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
*	80132	159	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007

Fil	e Name	Pg#		Special Provision Title	<u>Effective</u>	<u>Revised</u>
*	80127			Steel Cost Adjustment	April 2, 2004	Jan. 1, 2007
*	80153	÷.,		Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
p. 6. 1. 4	80143	161	Х	Subcontractor Mobilization Payments	April 2, 2005	and the second
*	80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
*	80087	162	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
*	80161	163	X	Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
	20338	165	X	Training Special Provisions	Oct. 15, 1975	
*	80154	Maria		Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
*	80162	÷		Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
*	80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
*	80163	168	X	Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
	80071	169	Х	Working Days	Jan. 1, 2002	

The following special provisions have been **deleted** from use:

<u>80139</u> Portland Cement This special provision is now covered in a BMPR Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

<u>80120 Precast, Prestressed Concrete Members</u> This special provision is now in BMPR's "Manual for Fabrication of Precast Prestressed Concrete Products".

80145 Suspension of Slipformed Parapets This special provision is no longer required.

The following special provisions are either in the 2007 Standard Specifications or the 2007 Recurring Special Provisions:

File Name	Special Provision Title	New Location Articles 1003.01(f),	<u>Effective</u> Jan. 1, 2006	<u>Revised</u>
80156	Aggregate Shipping Tickets	1004.01(f) & 1005.01(d)	Jan. 1, 2000	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 &1103	April 1, 2002	April 1, 2004
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Recurring # 28	Jan. 1, 2001	
80077	Chair Supports	Article 421.04(a)	Nov. 1, 2002	Nov. 2, 2002
80051	Coarse Aggregate for Trench Backfill, Backfill and Bedding	Sections 208, 542, 550, 1003 & 1004	April 1, 2001	Nov. 1, 2003
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2003	July 1, 2004
80112	Concrete Barrier	Section 637	Jan. 1, 2004	April 2, 2004
80102	Corrugated Metal Pipe Culverts	Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)	Aug. 1, 2003	July 1, 2004
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	
80144	Elastomeric Bearings	Section 1083	April 1, 2005	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	

File Name	Special Provision Title	New Location	<u>Effective</u>	<u>Revised</u>
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 &	Aug. 1, 2003	
00104		Article 1081.15(h)		
80080	Insertion Lining of Pipe Culverts	Section 543 &	Nov. 1, 2002	Aug. 1, 2003
00000	insenter Eming of the outlette	Article 1040.04	,,	5,
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	· · · · · · · · · · · · · · ·
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	p.m; _
80138	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80137	Multhing Seeded Areas	Section 251 &	Jan. 1, 2005	
00130	Mulching Seeded Areas	Article 1081.06(a)(4)	0un. 1, 2000	
00116	Portial Doumonto	Article 109.07	Sept. 1, 2003	
80116	Partial Payments	Recurring # 14	Feb. 1, 2000	July 1, 2004
80013	Pavement and Shoulder Resurfacing	Articles 407.03, 407.10,	April 1, 1999	Jan. 1, 2004
53600	Pavement Thickness Determination for Payment	420.03, 420.15 & 421.04	Арна 1, 1999	0an. 1, 2004
00455	Decide and Decide	-	Aug. 10, 2005	
80155	Payrolls and Payroll Records	Recurring #1 & #5 Article 701.12	July 1, 2003	
80130	Personal Protective Equipment	Article 1032.06	Nov. 1, 2004	
80073	Polymer Modified Emulsified Asphalt		Nov. 1, 2002	April 2, 2004
80124	Portable Changeable Message Signs	Articles 701.15(j),	100. 1, 1995	April 2, 2004
		701.20(h) & 1106.02(j)	Nov. 1, 2002	
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Jan. 1, 2002	Jan. 1, 2004
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020		
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 & 1051.10	Nov. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04,	April 1, 2004	
		1073.01(c)(2) &		
		1074.03(a)(5)e.		
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05	Aug. 1, 2003	
		& 1096.01(b)		
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail	Section 633	Jan. 1, 2001	Jan. 1, 2005
	and Traffic Barrier Terminals			
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302		April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders	Sections 312, 482, 1030 &	April 1, 2002	Aug. 1, 2005
	Superpave	1102		
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	
80039	Superpave Bituminous Concrete Mixtures (Low	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
	ESAL)		_ ,	
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	

File Name	Special Provision Title	New Location	<u>Effective</u>	<u>Revised</u>
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
57291	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 &	Jan. 1, 2003	Nov. 1, 2004
00007		Article 1106.02	·	-

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:

- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "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" indicated on the Check Sheet included herein; all of which apply to and govern the construction of F.A.U. Route 1700 (Lively Boulevard), Section 00-00045-02-PV, Project: M-8003(544), and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Location of Project

This project is located along Lively Boulevard in the Village of Elk Grove Village in Cook and DuPage County. The limits of the project are from approximately 200 feet south of Devon Avenue on the south end to Touhy Avenue on the north end. The project has a total gross length of 5,562 feet (1.053 mile) and a total net length of 5,498 feet (1.041 mile).

Description of Project

This is a roadway reconstruction project, and the work to be performed under this contract consists of earth excavation and pavement removal, construction of storm sewers and drainage structures, combination concrete curb and gutter, bituminous binder and surface courses, p.c.c. driveway reconstruction, traffic signal improvements, channelization with thermoplastic pavement markings, street lighting, landscape planting and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

Completion Date plus Guaranteed Working Days

The Contractor shall schedule his operations to complete all work and open all roadways to traffic on or before November 30, 2007. An additional 15 working days will be allowed beyond the November 30, 2007 completion date to allow for final pavement striping and tree planting.

This contract also includes an interim completion date of September 15, 2007 for all work included in Stage 1. This shall include all of the work required to open Lively Boulevard to two-way traffic between Pratt Boulevard and Touhy Avenue. The interim completion does not include hot-mix asphalt surface course placement within the limits of Stage 1.

5.0

Cooperation with Adjacent Contracts

The intent of this provision is to inform the Contractor that the Village is aware of adjacent contracts that are currently scheduled during the same time period as this contract.

TCM Bus Shelter Improvements – Section 06-00051-00-MS

Installation of bus shelters at the intersection of Lively Boulevard and Devon Avenue

The Contractor is required to cooperate with these adjacent contracts in accordance with Section 105.08 of the Standard Specifications and may be required to modify his staging operations in order to meet these requirements.

Maintenance of Roadways

Effective: September 30, 1985

Revised: November 1, 1996

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

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

Work Restriction Deficiency Deduction

Should the Contractor fail to maintain vehicular accessibility to a driveway for more than 3 calendar days to construct the driveway pavement and combination concrete curb and gutter, the Contractor shall be liable to the Village in the amount of \$500 per driveway, not as a penalty but as liquidated and ascertained damages, for each calendar day beyond the aforementioned days allotted for driveway closure. Such damages may be deducted by the Village from any monies due the Contractor.

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

A calendar day is every day on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later. Any portion of a day will be counted as a full day.

Traffic Control Plan

Effective: September 30, 1985

Revised: October 1, 1995

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

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

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

STANDARDS

701501-03, 701502-01, 701601-04, 701701-04, 701801-03, and 702001-06.

DETAILS

Maintenance of Traffic Plan (Plan Sheets No. 18 to 28) Detour Plan (Plan Sheets No. 16 to 17)

Traffic Control and Protection for Side Roads, Intersections & Driveways (Plan Sheet No. 67)

Traffic Control and Protection At Turn Bays (To Remain Open to Traffic) (Plan Sheet No. 69) Temporary Pavement Marking Letters and Symbols (Plan Sheet No. 70) Temporary Information Signing (Plan Sheet No. 71)

RECURRING SPECIAL PROVISIONS

LRS 3: Construction Zone Traffic Control

SPECIAL PROVISIONS

"Traffic Control and Protection"

"Temporary Information Signing"

"Maintenance of Roadways"

"Keeping Roads Open to Traffic"

"Type III Temporary Tape for Wet Conditions"

"Aggregate Surface Course for Temporary Access"

Traffic Control and Protection

Specific traffic control plan details and Special Provisions have been prepared for this contract.

Basis of Payment. All traffic control and protection (except traffic control pavement marking) indicated on the maintenance of traffic plans and specified in the Special Provisions, and/or required by the Engineer, will be paid for at the contract lump sum price for TRAFFIC CONTROL AND

PROTECTION, which price shall be payment in full for all labor, materials, equipment, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required, as indicated on the plans and approved by the Engineer.

Temporary Information Signing

This item shall consist of furnishing, installing, maintaining and subsequently removing temporary informational signing at locations and in accordance with the details included in the plans.

Materials shall be according to the following portions of Section 1000 of the "Standard Specifications":

a.	Sign Base (see Notes 1 & 2)	Section 1090
h	Sign Face (see Note 3)	Section 1091
с.	Sign Legends	Section 1092
d.	Sign Supports	Section 1093
e.	Overlay Panels (see Note 4)	Article 1090.01

Note 1. The Contractor may use 5/8-inch instead of 3/4-inch plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except that all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08-inch thick.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication. The legends shall be as determined by the Engineer.

The signs shall be placed along the roadway according to the requirements of Articles 701.14 and 701.16. They shall be 7 feet above the near edge of the pavement and a minimum of 2 feet beyond the back of curb. A minimum of 2 posts shall be used.

Basis of Payment. This work will be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING, which price shall include all hardware, posts or skids, supports and connections required for mounting the signs in a manner approved by the Engineer.

Keeping Roads Open to Traffic

Except for approved closures as depicted on the Maintenance of Traffic plans, all roads shall be kept open to local traffic during the entire construction period. The Contractor may close one lane of traffic (because of construction) only between the hours of 9:00 a.m. and 3:00 p.m.

When necessary to close one lane of the roadway, the Contractor shall maintain one-way traffic during the restricted hours with the use of signs and flaggers as shown on the Traffic Control Standards. Two lanes of traffic will be maintained between 3:00 p.m. and 9:00 a.m. and when no construction activities are being carried on. The Engineer may waive the lane closure time restriction at his discretion.

Full closure of Lively Boulevard shall not be allowed.

The Contractor shall limit any drop-off between lanes to 1-1/2" during any overnight period.

Status of Utilities to be Adjusted

Effective: January 30, 1987 Revised: July 1, 1994

Utility companies involved in this project have provided the following estimated dates:

Name of Utility	Туре	Location	Estimated Dates for Start and Completion of Relocation or Adjustments
NICOR	Underground	Intermittent	During Construction
ComED	Overhead	Intermittent	During Construction
AT&T	Underground	Intermittent	During Construction
Comcast	Overhead/ Underground	Intermittent	During Construction
Verizon	Underground	Intermittent	During Construction
Nextlink	Underground	Intermittent	During Construction

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

Removal of Miscellaneous Items

Regarding the removal and disposal of any existing fences, gates, signs (except traffic and street name signs) or other miscellaneous items which may interfere with construction operations, the Contractor shall, with the approval of the Engineer, remove and dispose of these items outside the limits of the right-of-way at locations provided by him and, if pay items for such removal are not included in the contract, the work shall be considered incidental to the contract.

However, if any fences, gates, signs (except traffic and street name signs) or other miscellaneous items are to be removed and replaced as directed by the Engineer, the Contractor will be paid in accordance with Article 109.04 of the "Standard Specifications".

Concrete Breakers

When removing curb and gutter, pavement or any other structure, the Contractor shall take every precaution necessary to ensure that there will be no damage to underground public or private utilities. Under no circumstances will the use of a frost ball concrete breaker be allowed.

Disposal of Surplus Material

The Contractor is prohibited from burning any material within or adjacent to the project limits.

All excess or waste material shall be either hauled away from the project site by the Contractor and deposited at locations provided by him, or disposed of within the right-of-way in a manner other than burning, subject to the approval of the Engineer.

No extra compensation will be allowed the Contractor for any expense incurred by complying with the requirements of this Special Provision.

Earth Excavation and Furnished Excavation

All placement of Furnished Excavation shall be in accordance with Sections 204 and 205 of the Standard Specifications with the following exception:

The quantities of Furnished Excavation have been calculated assuming that all material excavated under the pay item Earth Excavation will be removed from the job site. If the Contractor excavates suitable material and places it in areas of the project requiring embankment under the pay item Earth Excavation, as described in Section 202 of the Standard Specifications and as approved by the Engineer, the applicable deduction to the Furnished Excavation quantity shall be made as defined by the BDE Special Provision "Furnished Excavation", except that a shrinkage factor of 15% shall be used. The Contractor shall not be allowed a change in the unit prices for Earth Excavation or Furnished Excavation based on these changes to the quantities.

The volumes of Furnished Excavation shown on the plans are the compacted volumes. The volumes shown on the plans have not been adjusted to account for shrinkage due to compaction.

Basis of Payment. This work shall be paid for at the contract unit price per cubic yard for FURNISHED EXCAVATION.

Porous Granular Embankment, Subgrade.

Effective: September 30.1985 Revised: March 2, 2001

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.05 of the standard Specifications except the gradation shall be as follows:

1.

Crushed Stone, Crushed Blast furnace Slag, And Crushed Concrete

<u>Sieve Size</u>	Percent Passing
6 inch	97 <u>+</u> 3
4 inch	90 <u>+</u> 10
2 inch	45 <u>+</u> 25
#200	5 <u>+</u> 5

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2.

Gravel, Crushed Gravel, and Pit Run Gravel

<u>Sieve Size</u>	Percent Passing
6 inch	97 <u>+</u> 3
4 inch	90 <u>+</u> 10
2 inch	55 <u>+</u> 25
#4	30 <u>+</u> 20
#200	5 <u>+</u> 5

*For undercut greater than 18 inches, the percent passing the 6 inches sieve may be 90 ± 10 and the 4 inches sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 2 feet or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of article 1101.01 of the Standard Specifications to obtain the desired keying or interlock and compaction, the Engineer shall verify that keying has been obtained.

A 3 inches nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when Aggregate Subgrade is not specified in the contract and Porous Granular Embankment, Subgrade will be under pavement and shoulders. Capping aggregate will not be required, when embankment meeting the requirements of Section 207 of the Standard Specifications or granular subbase is placed on top of the porous granular material.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of porous granular embankment subgrade.

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1 foot longitudinal per 1 inch depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified in the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

The Porous Granular Embankment, Subgrade shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for increase or decrease on quantities from the estimated quantities shown on the plans.

This work shall be paid for at the contract price per cubic meter (cubic yard) for POROUS GRANULAR EMBANKMENT, SUBGRADE which price shall include the capping aggregate, when required.

Trench Backfill

TRENCH BACKFILL shall be performed in accordance with applicable portions of Sections 208 and 550 of the "Standard Specifications" except that only Method 1 shall be used when placing backfill materials.

Basis of Payment. This work shall be paid for at the contract unit price per cubic yard for TRENCH BACKFILL.

Reclaimed Asphalt Pavement for Non-Porous Embankment and Backfill

Add the following sentence to Article 1004.05(a) Description, of the "Standard Specifications":

"Reclaimed Asphalt Pavement (RAP) may be used as aggregate in non-porous granular embankment and backfill. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed."

Add the following sentence to Article 1004.05(c) Gradation, of the "Standard Specifications":

"One hundred percent of the RAP when used shall pass the 3 inch sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

Exploration Trench, Special

This item shall consist of excavating a trench at locations designated by the Engineer for the purpose of locating existing tile lines or other underground facilities within the limits of the proposed improvement. The trench shall be deep enough to expose the line but not more than one foot deeper than the line, and the width of the trench shall be sufficient to allow proper investigation to determine if the line needs to be replaced.

The exploration trench shall be backfilled with gradation CA 6 stone, the cost of which shall be included in the item of Exploration Trench, Special.

Basis of Payment. This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL, regardless of the depth required, and no extra compensation will be allowed for any delays, inconveniences or damages sustained by the Contractor in performing the work.

Sawing Asphalt or Concrete for Removal Items

The work shall consist of sawing joints in the existing roadway, bituminous surface, curb and gutter and sidewalk in order to separate those portions to be removed from those which will remain in place. This work shall be performed at the locations specified on the plans and/or as otherwise designated by the Engineer. In areas of full-depth removal, the saw cuts shall also be full-depth.

The Contractor will be required to saw vertical cuts so as to form clean vertical joints. Should the Contractor deface any edge, a new sawed joint shall be provided and any additional work, including removal and replacement, will be done at the Contractor's expense.

It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement.

Basis of Payment. This item shall not be paid for separately but shall be included in the cost of the specified removal items.

Portland Cement Concrete Driveway Pavement, 8 Inch, Special

Description. This work shall consist of the construction of Portland Cement Concrete driveways at the locations designated on the plans in accordance with Section 423 of the Standard Specifications and meet the requirements of the "Work Restriction Deficiency Deduction" special provision.

Materials. Materials shall comply with the requirements of Section 1020 and 1051 of the Standard Specifications for Class SI concrete as herein modified: the concrete shall be "High Early".

Construction Method. The new driveway shall be poured to a minimum thickness of eight (8) inches unless otherwise directed by the Engineer. The existing aggregate subbase shall be replaced with 8" of Aggregate Base Course, Type B.

6 inch X 6 inch - #6 welded wire mesh shall be placed in the bottom half of the concrete.

All forming shall be with $2" \ge 8"$ lumber or approved metal forms except within areas of driveway radii where $1" \ge 6"$ lumber shall be utilized.

Inspections. The Engineer must inspect and approve the base and formwork BEFORE any concrete is poured. A minimum 24 hour notice shall be provided for form work inspection.

Measurement. Measurement for concrete driveway shall be per square yard.

Payment. Payment for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL shall be made at the contract unit price per square yard. Payment shall be full compensation for all materials including aggregate base course, labor, equipment and incidentals to complete the item as shown on the plans and as specified. Removal of the existing driveway pavement shall be paid for as DRIVEWAY PAVEMENT REMOVAL.

Portland Cement Concrete Sidewalk 5 Inch, Special Portland Cement Concrete Sidewalk 8 Inch, Special

Description. This work shall consist of the construction of Portland Cement Concrete sidewalks at the locations shown on the plans in accordance with Section 424 and 508 of the Standard Specifications except as noted herein.

Materials. Materials shall comply with the requirements of Section 1006, 1020 and 1051 of the Standard Specifications for Class SI concrete.

Construction Methods. The proposed sidewalk shall be poured to a minimum thickness as specified on the plans unless otherwise directed by the Engineer. The sidewalk shall be placed on a 2-inch aggregate base consisting of Sub-Base Granular Material, Type B. All forms shall be with 2" x 6" lumber, 2" x 8" lumber or approved metal forms except within areas of sidewalk curvature where 1" x 6" forms shall be utilized.

At locations where the sidewalk crosses utility trenches, three #4 - ½ inch diameter 10-foot long rebars shall be placed longitudinally equidistant in the concrete centered over the trench.

At locations where the sidewalk is adjacent to the back of curb, a 1" preformed expansion joint filler shall be installed between the sidewalk and the curb.

All crosswalks shall be poured with curb ramps accessible to the disabled per the requirements of the Standard Specifications.

Inspections. The Engineer must inspect and approve the base and formwork BEFORE any concrete is poured. A minimum 24 hour notice shall be provided for form work inspections.

Measurement. Measurement for sidewalk shall be per square foot for the actual length of sidewalk multiplied by the width of sidewalk placed.

Payment. Payment for the PORTLAND CEMENT CONCRETE SIDEWALK of the thickness specified shall be made at the contract unit price per square foot. Payment shall be full compensation for all materials, labor, excavation, aggregate base, equipment and incidentals to complete the item as shown on the plans and as specified.

Detectable Warning

This work shall be performed in accordance with Section 424 of the Standard Specifications with the following modification:

The concrete shall be colored by the use of Perma-Cast Color Hardner manufactured by Butterfield Color or approved equal. The color of the hardner shall be P28 Slate Gray.

Method of Measurement and Basis of Payment. Remains unchanged from Articles 424.12 and 424.13 of the Standard Specifications.

Hot-Mix Asphalt Surface Removal, Special

This work shall consist of the removal of the existing bituminous surface and shall be performed in accordance with Section 440 of the Standard Specifications with the following exception:

The typical depth of milling shall be 2". At locations determined by the Engineer the depth of the milling may be increased in order to provide the proper cross slope or to allow for the minimum lift thickness of hot-mix asphalt leveling binder. The additional milling may require multiple passes with the milling machine on multiple days. This additional milling depth shall be included in the cost of the pay item HOT-MIX ASPHALT SURFACE REMOVAL, SPECIAL.

Method of Measurement. Hot-mix asphalt surface removal shall be measured for payment in place and the area computed in square yards. If multiple passes are required to mill to the required depth, only the first pass shall be measured.

Basis of Payment. This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, SPECIAL, regardless of the depth of surface removed.

Flat Slab Top

This item shall consist of the installation of a flat slab top in place of a cone section on proposed structures where a cone section cannot be placed due to depth restrictions.

For structures having Type 8 grates, a 24-inch inside diameter by 4-inch (minimum) high riser shall be installed on the flat slab to provide earth cover over the slab for vegetation.

This work shall not be paid for but shall be considered incidental to the structure requiring the flat slab top.

Storm Sewer Grade Change

The Contractor shall be aware that at times the Engineer may require a change in storm sewer elevation due to a utility line or other obstruction. If such a grade change does not alter the pipe classification, the additional excavation or sheeting required shall be considered as incidental to the cost of the storm sewer.

However, if the revised grade results in a change in pipe classification, payment will be for the revised type of storm sewer.

Water Main

A. Description

The Contractor shall furnish and install the proposed water main of the diameter specified at the locations shown on the plans or as directed by the Engineer. The water main shall include excavation, granular bedding, installation of the water main, connection to the existing watermain (either at an existing tee or a new tee cut into the mainline), testing and chlorination of the water main, backfill and compaction of the trench and all incidental items required for a complete and operational water main.

B. Materials

Water main pipe, unless otherwise specified shall be of the following materials as specified on the "Proposal Form" or "Bidding Schedule."

Cement-Mortar lined ductile iron pipe, push-on type, conforming to the requirements of A.N.S.I. specification A.21.4 (AWWA C-104 - Class 52.)

Water main Joints - Sections of water main pipe shall be connected by means of push-on joints, consisting of bells cast integrally with the pipe, which have interior angular recesses conforming to the shape and dimension of a rubber sealing gasket. The interior dimension of which is such that it will admit the insertion of the spigot end of the joining pipe in a manner that will compress the gasket tightly between the bell of the pipe and the inserted spigot, thus securing the gasket and sealing the joint. Such push-on joints shall be of the following makes or approved equal, conforming to the requirements of A.N.S.I. -A.21.51 (AWWA C-151).

- (1) Super Belltite as supplied by Clow Corporation.
- (2) Fastite as supplied by American Cast Iron Pipe Co.
- (3) Tyton as supplied by the U.S. Pipe and Foundry Co
- (4) Ring-Tite as supplied by Johns-Manville Corporation.

The lubricant used in conjunction with the push-on joints shall be of material that is recommended by the suppliers specified above, or an acceptable commercially processed animal fat or vegetable shortening.

C. Construction Methods

The water main shall be installed as detailed on the plans and in accordance with the applicable provisions of the Standard Specifications for Water and Sewer Main Construction in Illinois. The water main shall be installed to the grades shown on the plans and shall have a nominal minimum depth of cover of five feet six inches (5'-6"). The excavation for the water main should be made using trench equipment or other suitable excavating equipment.

Granular bedding shall be placed along the entire length of all water main from four (4) inches below the water main to a point level with the top of the water main. Material shall be class I in accordance with ASTM 2321. The bedding material shall be incidental to the water main.

If the excavation has been made deeper than necessary, the water main shall be laid at the lower depth, and no additional cost shall be charged for the extra excavation, trench backfill, or for subsequent adjustments to fire hydrants, valve vaults or house services. All excavated materials not needed for backfilling the trenches shall be disposed of by the Contractor.

Non-paved areas shall be backfilled from a point level with the top of the water main with originally excavated material free from rocks, frozen material or large clods and shall be carefully placed and compacted to prevent damage to or the dislodging of the water main pipe.

After backfill is completed all trenches shall be compacted by jetting and watersoaking in accordance with Section 20-2.21B of the Standard Specifications for Water and Sewer Main Construction in Illinois, or by other approved methods set forth in said Standard Specifications.

Where possible, the water main must be laid at least 10 feet horizontally from any sewer. In the event this is not possible, less than 10 feet is permissible provided the water main invert is at least 18 inches above the crown of the sewer in a separate trench, or on a shelf of undisturbed earth in the same trench.

Where proper clearance, as described above, is not possible to obtain, the sewer must be of ductile iron or PVC-SDR-26 pipe pressure tested to the maximum expected surcharge head to assure watertightness before backfilling.

Where a water main must cross a sanitary service or sewer, the invert of the water main shall be a minimum of 18 inches above the crown of the sewer for at least 10 feet each side of the crossing.

Where proper vertical separation is not obtainable or the water main must pass under a sewer, the sewer must be of ductile iron or PVC-SDR-26 pipe or installed in a 1/4" steel pipe or PVC-SDR-26 casing pipe for a minimum distance of 10 feet each side of the crossing. In making such crossing, a length of water main pipe shall be centered over the sewer so that the joints will be equidistant from the sewer. Where the water main must cross under a sewer, a vertical separation of 18 inches must be maintained between the pipes, along with the means to support larger sized sewer lines to prevent their settling and breaking the water main.

Separation from sewers shall conform to Sections 41-2.01B through 41-2.01D of the "Standard Specifications for Water and Sewer Main Construction in Illinois," Fifth Edition. Water in the trench shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Trench water shall not be allowed to enter the pipe at any time.

Adequate provisions shall be made for safely storing and protecting all water pipe prior to the actual installation in the trench. Care shall be taken to prevent damage to the pipe castings, both inside and out. Provisions shall be made to keep the inside of the pipe clean throughout its storage period and to keep mud and/or debris from being deposited therein. All pipe shall be thoroughly cleaned on the inside before laying. Proper equipment shall be used for the safe handling, conveying and laying of the pipe. All pipe shall be carefully lowered into the trench, piece by piece, by means of suitable tools or equipment, in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main material be dropped or dumped into the trench.

The pipe shall be inspected for defects. All lumps, blisters and excess coal tar coating shall be removed from the ends of each pipe, and the inside of the bell.

When connecting joints, all portions of the joining materials and the socket and spigot ends of the joining pipe shall be wiped clean of all foreign materials. The actual assembly of the joint shall be in accordance with the manufacturer's installation instructions. During the construction and until joining operations are complete, the open ends of all pipes shall be at all times protected and sealed with temporary water tight plugs. Unless otherwise specified, all water mains shall be laid with a minimum depth of five and one-half (5-1/2) feet, measured from the established grade shown on the drawings to the top of the pipe.

The entire section of the pipe shall be pushed forward to seat the spigot end into the bell. After the section of pipe is inserted into the bell (when joining pipe to mechanical joint fittings) the gasket shall then be pressed into place within the bell, being careful to have the gasket evenly located around the entire joint.

When the proposed watermain is connected to the existing watermain at a new connection point, the existing tee shall be abandoned by capping. Work shall include all materials and labor required for capping the existing water main prior to placing the water main back in service. Included in this item are the costs of excavating, blocking and installing a cap or plug on the water main. All caps or plugs shall be ductile iron or cast iron designed to fit water main of the size indicated on the plans with mechanical joints rated 250 psi per AWWA C110/ANSI 21.10. All caps or plugs shall have retainer glands and thrust blocking installed to keep them in place. Thrust blocks shall be poured concrete of the dimensions shown on the details and in accordance with the provisions of the Standard Specifications for Water and Sewer Main Construction in Illinois.

D. Pressure Testing and Disinfection of Water Main

When a stretch of pipe and appurtenances have been completed the Contractor shall furnish proper appliances and facilities for testing and draining the same, without injury to the work or surrounding territory. He shall test by filling the pipe with clean water under a minimum hydrostatic pressure of one hundred fifty (150) pounds per square inch for two (2) hours. Water for making tests shall be furnished by the Contractor at his expense. All testing shall be in conformance with Sections 41-2.13 and 41-2.14 of the "Standard Specifications for Water and Sewer Main Construction in Illinois," Fifth Edition.

After completion of the pressure test the Contractor shall conduct a leakage test to determine the quantity of water lost by leakage under the specified test pressure.

When pressure and leak tests are completed and prior to being placed into service, the water main pipe and appurtenances shall be disinfected by a method of chlorination approved by the Engineer and following the requirements of the above noted sections and the requirements of the Illinois EPA.

Any defects, cracks or leakage that may develop or may be discovered, either in the joints or in the body of the castings, shall be promptly repaired by the Contractor at his own expense.

E. Measurement

Water main (of the diameters specified) will be measured per foot in place. Water mains shall be measured along the center line of the water main from the center of the valve to the center of the valve, fittings, or end of the pipe.

F. Payment

Payment for water main shall be made at the contract unit price per foot bid for WATER MAIN of the appropriate diameter. Payment shall be full compensation for excavation, removal of existing water main or abandoning existing water main, capping existing tees, bedding, installation of water main, backfill, fittings, thrust blocking, bends, jetting, pressure testing, chlorination, abandonment, connection to existing main (either at an existing tee or a new tee cut into the mainline), removal and all labor materials, equipment and incidentals as shown on the plans and as specified herein to construct a complete and operational water main except as noted below.

Payment for Trench Backfill shall be made at the contract unit price bid per cubic yard for TRENCH BACKFILL.

Water main shut-offs shall only be performed on weekend days, as directed by the Engineer. No additional compensation shall be due the Contractor for performing this work on the weekend.

Restoration of sidewalk, driveways and landscaping shall be measured for payment under their respective bid items. Granular bedding as specified shall be incidental to the cost of the water main.

Adjusting Watermain

This work shall consist of adjusting existing water mains when directed by the Engineer where they are in conflict with new improvements or where the proposed construction will reduce the cover over the watermain. All materials used in adjusting water mains shall be per the owning agency's standards and shall be in accordance with Section 40 of the Standard Specification for Water and Sewer Main

16

Construction in Illinois, latest edition. All adjustment in the line or grade of the existing water main shall be approved by the Engineer.

All materials, labor, and equipment necessary to adjust the watermain shall be on hand before shutdown and cutting of the existing main. The Contractor shall take every precaution to hold the interruption of service to a minimum.

A minimum clearance of eighteen inches (18") shall be maintained between the adjusted main and improvement for which the adjustment was made. A downward adjustment will be required unless 5.5' of cover can be maintained for an upward adjustment or as approved by the Engineer.

Adequate precautions shall be taken to prevent contaminants from entering the existing main. The inside surface of all new materials used in the adjustment shall be cleaned of all foreign materials and swabbed with a solution of efficient bactericide before assembly. The adjusted section shall then be flushed with potable water.

Thrust blocking of Class SI concrete shall also be placed where required and as directed by the Engineer.

Forty-eight (48) hours prior to shutting down the existing main for the adjustments, the facility owner and all users that will be affected shall be notified in writing. The Contractor shall distribute notices of the shut down to the residents affected. The Contractor shall cooperate with the local agency personnel to locate valves necessary to isolate the work area. All valves will be operated by personnel from the owning agency.

Water main shut-offs shall only be performed on weekend days, as directed by the Engineer. No additional compensation shall be due the Contractor for performing this work on the weekend.

Basis of Payment. This work will be paid for at the contract unit price per lineal foot for ADJUSTING WATERMAIN of the size specified. This price shall include the cost of all materials, pipe, adapters, joint materials, fittings, blocking, trench backfill, removal and disposal of existing main, and all work and equipment necessary to make a complete and finished installation.

Fire Hydrant to be Adjusted

This item consists of vertical adjustment of fire hydrants, including auxiliary valves, that are to remain in place. All applicable portions of Section 564 of the Standard Specifications will apply.

Fire Hydrant adjustments shall be accomplished with one extension mechanism. Combining extension mechanisms to achieve the required height will not be allowed.

Water main shut-offs, if required, shall only be performed on weekend days, as directed by the Engineer. No additional compensation shall be due the Contractor for performing this work on the weekend.

This work shall be measured per each hydrant to be adjusted.

This work shall be paid for at the contract unit price each for FIRE HYDRANT TO BE ADJUSTED, which price shall include the labor, equipment and materials necessary to raise or lower existing fire hydrants and auxiliary values to an elevation acceptable to the agency maintaining the fire hydrants.

Fire Hydrant to be Removed

This work shall consist of removal and stockpiling of fire hydrants and fire hydrants with auxiliary valves and all necessary work to provide a shut-off from the existing water main.

The hole formed by the removal of these items shall be backfilled with fine aggregate.

All fire hydrants including those with auxiliary valve shall be disposed of off-site by the Contractor.

Water main shut-offs shall only be performed on weekend days, as directed by the Engineer. No additional compensation shall be due the Contractor for performing this work on the weekend.

This work will be paid for at the contract unit price each for FIRE HYDRNAT TO BE REMOVED, which price shall include all excavation; backfilling including fine aggregate and disposal of surplus materials. The removal of auxiliary valves will not be paid for separately but shall be included in the cost of FIRE HYDRANT TO BE REMOVED.

Fire Hydrant With Auxiliary Valve and Valve Box

Description. This item shall consist of furnishing fire hydrants with auxiliary valves with valve boxes and installing them at the location shown on the engineering drawings and in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

Materials

1. Fire Hydrants

Fire hydrants shall conform to AWWA Standard C-502 with break away traffic flange. They shall be of cast iron, bronze mounted, with two 2-1/2" bronze hose connections and a 4-1/2" bronze pumper connection. All connections shall have threads established as standard by the Municipality. All hydrants shall have a five and one quarter inch minimum valve opening with an eight inch minimum diameter barrel.

A suitable tee of the quality and kind herein specified shall be placed in the watermain opposite each of the fire hydrants and shall be connected with the hydrant by means of the valve and connecting pipe.

Each hydrant shall be provided with a drain that will leave no water standing in the barrel of the hydrant when the hydrant is closed. This drain shall close tightly before the hydrant begins to open. The hose and pumper connections shall be securely leaded and locked into the hydrant and each shall be provided with a suitable cast iron threaded cover securely attached to the hydrant by a steel chain.

Fire hydrants shall be **Mueller Super Centurion A-423** with auxiliary valve and valve box or approved equal. The fire hydrant shall be designed to withstand, without leaking or damage to the hydrant, a hydraulic pressure of 300 pounds per square inch and an operating pressure of 150 pounds per square inch. All hydrants and any required fittings shall receive one (1) coat of red paint as recommended by the manufacturer prior to final acceptance.

2. Auxiliary Valves and Valve Box

Auxiliary valves shall be "Double Face Valves" in accordance with the following: These valves shall come complete with a cast iron valve box and cover produced by the same manufacturer producing the valve. The auxiliary valves shall be six (6) inches in diameter. The word "Water" shall be imprinted on the valve box cover (Mueller 1H-10360 or Clow 1F-2454). All valves shall be rated for 300 psi test pressure and 150 working pressure.

Valves shall conform to Underwriters' Laboratories, Inc., UL-262, Standard for Gate Valves for Fire Protection, and Factory Mutual Research FM Approval Standard Class Numbers 1120 and 1130, for Fire Service Water Control Valves.

Wedges shall be constructed of ductile iron, fully encapsulated in nitrite rubber except for guide and wedge nut areas.

Wedge rubber shall be molded in place and bonded to the ductile iron portion, and shall not be mechanically attached with screws, rivets, or similar fasteners.

Wedge shall seat against seating surfaces arranged symmetrically about the centerline of the operating stem, so that seating is equally effective regardless of direction of pressure unbalance across the wedge.

All seating surfaces in body shall be inclined to the vertical at a minimum angle of 32 degrees (when stem is in a vertical position) to eliminate abrasive wear of rubber sealing surfaces. The stem shall be sealed by at least two O-rings; all stem seals shall be replaceable with valve fully open and while subjected to full pressure. Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can lodge and prevent closure or sealing.

Construction Methods. Each hydrant shall be set on a flat stone or concrete thrust block not less than 24 inches by 24 inches by 4 inches in thickness. A minimum of 3/4 cubic yard of gravel shall be placed around the base of the hydrant in order to provide drainage for the hydrant drain.

All hydrants shall be set plumb and shall have their nozzles parallel with edge of pavement, the pumper connection shall be facing the edge of pavement. Hydrants shall be set to the established grade, with nozzles eighteen (18 inches) above the ground or as directed by the Engineer.

Fire hydrant extensions shall only be used with the approval of the Engineer. Should fire hydrant extensions be required due to improper construction methods by the Contractor, the extensions will be installed but will not be measured for payment.

Auxiliary valves shall be installed in the vertical position, supported on a concrete pedestal. It shall be the Contractor's responsibility to assure that the finished elevation of the box is flush with the adjacent proposed ground line. Valve box installation shall meet the requirements of Section 44 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

All excavation around the fire hydrant and auxiliary valve shall be backfilled to the natural line or finished grade as rapidly as possible. The backfill material shall consist of the excavated material or trench backfill as herein specified. All backfill material shall be deposited in the excavation in a manner that will not cause damage to the fire hydrant or auxiliary valve. Any depressions which may develop

within the area involved in a construction operation due to settlement of backfill material shall be filled in a manner consistent with standard practice.

Water main shut-offs shall only be performed on weekend days, as directed by the Engineer. No additional compensation shall be due the Contractor for performing this work on the weekend.

Measurement. Measurement for the fire hydrant with auxiliary valve and box complete and including all appurtenances shall be measured on a per each basis at each location.

Six (6) inch watermain connections pipe as specified shall be measured for payment on a per foot basis under WATERMAIN 6".

Payment. Payment for furnishing and installing the fire hydrant with auxiliary valve and box, drainage stone, thrust block, all appurtenances and backfilling shall be at the contract unit price per each FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX.

Domestic Water Service Boxes to be Adjusted

This item shall consist of the adjustment of existing domestic water service boxes to match the proposed surface grade, or as otherwise directed by the Engineer. In order to make the necessary adjustments, the Contractor may have to provide either slide-type or screw type extensions for the existing facility. It shall be the responsibility of the Contractor to ascertain the type of existing facility, and the necessary extension piece required to perform the adjustment. The installation of the extension pieces or the proper manipulation of existing slide or screw type devices will be the only adjustment allowed, and the use of physical force to raise or lower the existing domestic water service boxes will not be permitted. This work shall be performed to the satisfaction of the Engineer.

Method of Measurement. Domestic Water Service Boxes to be Adjusted shall be measure per each.

Basis of Payment. This item shall be paid for at the contract unit price each for DOMESTIC WATER SERVICES BOXES TO BE ADJUSTED, which price shall include all labor, equipment and materials.

Pipe Underdrains, Fabric Lined Trench, 4"

This work shall conform to Section 601 of the "Standard Specifications" except that the underdrain material shall be limited to either (1) perforated polyvinyl chloride (PVC) pipe conforming to Article 1040.03, or (2) perforated corrugated polyvinyl chloride (PVC) pipe with a smooth interior conforming to Article 1040.03.

Both the trench and the pipe shall be wrapped with non-woven geotextile filter fabric, as shown on the detail included in the plans and as approved by the Engineer. The cost of the fabric and the washed CA 7 aggregate backfill shall be included in the contract unit price for this item. The cost of connecting the underdrain to existing structures shall be included in the contract unit price for this item.

Basis of Payment. This work will be paid for at the contract unit price per foot for PIPE UNDERDRAINS, FABRIC LINED TRENCH, 4".

Concrete Curb, Type B (Special)

Description. This work shall consist of the construction of concrete curb, type B at the locations designated on the plans in accordance with Section 508 and 606 of the Standard Specifications and meet the requirements of the "Work Restriction Deficiency Deduction" special provision.

Materials. Materials shall comply with the requirements of Section 1006, 1020 and 1051 of the Standard Specifications for Class SI concrete as herein modified: the concrete shall be "High Early."

Construction Methods. The existing curb shall be saw cut at each limit of removal and the new curb shall be abutted to the existing with preformed joint filler.

Inspections. The Engineer must inspect and approve the base and formwork BEFORE any concrete is poured. A minimum 24 hour notice shall be provided for form work inspection.

Method of Measurement. Measurement for curb shall be per foot for the actual length of curb constructed.

Basis of Payment. Payment for CONCRETE CURB, TYPE B (SPECIAL) shall be made at the contract unit price per foot. Payment shall be full compensation for all materials, labor, equipment and incidentals to complete the item as shown on the plans and as specified.

Combination Concrete Curb and Gutter, Type B-6.12 (Special)

Description. This work shall consist of the construction of combination concrete curb and gutter, type B-6.12 at the locations designated on the plans in accordance with Section 508 and 606 of the Standard Specifications and meet the requirements of the "Work Restriction Deficiency Deduction" special provision.

Materials. Materials shall comply with the requirements of Section 1006, 1020 and 1051 of the Standard Specifications for Class SI concrete as herein modified: the concrete shall be "High Early."

Construction Methods. The existing curb and gutter shall be saw cut at each limit of removal and the new curb and gutter shall be tied to the existing with two 1/4 inch steel dowel bars (18" long) drilled into the existing curb and gutter end.

Inspections. The Engineer must inspect and approve the base and formwork BEFORE any concrete is poured. A minimum 24 hour notice shall be provided for form work inspection.

Method of Measurement. Measurement for curb and gutter shall be per foot for the actual length of curb and gutter constructed.

Basis of Payment. Payment for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL) shall be made at the contract unit price per foot. Payment shall be full compensation for all materials, labor, equipment and incidentals to complete the item as shown on the plans and as specified.

Aggregate Subgrade, 12" Effective: May 1, 1990

Revised: February 21, 2006

This work shall be done in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall conform to Article 1004.05 of the Standard Specifications except as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete will be permitted. Steel slag and other expansive materials as determined through testing by the Department will not be permitted.

Sieve Size		Percent Passing
6 inches		97 <u>+</u> 3
4 inches	. *	90 <u>+</u> 10
2 inches		45 <u>+</u> 25
#200		5 <u>+</u> 5

2. Gravel, Crushed Gravel, and Pit Run Gravel

Sieve Size	Percent Passing
6 inches	97 <u>+</u> 3
4 inches	90 <u>+</u> 10
2 inches	55 <u>+</u> 25
#4	30 <u>+</u> 20
#200	5 <u>+</u> 5

Crushed Concrete with Bituminous Materials**

Sieve Size	Percent Passing
6 inches	. 97 <u>+</u> 3
4 inches	90 <u>+</u> 10
2 inches	45 <u>+</u> 25
#4	20 <u>+</u> 20
#200	5 <u>+</u> 5

**The bituminous material shall be separated and mechanically blended with the crushed concrete so the bituminous material does not exceed 40% of the final product. The top size of the bituminous material in the final product shall be less than 100 mm (4 inches) and shall not contain steel slag or any material that is considered expansive by the Department.

The Aggregate subgrade shall be placed in two lifts consisting of a 9 inches and variable nominal thickness lower lift and a 3 inches nominal thickness top lift of capping aggregate having a gradation of CA 6. The CA 6 may be blended as follows. The bituminous materials shall be separated and mechanically blended with crushed concrete or natural aggregate so the bituminous material does not exceed 30% of the final product. The top side of the bituminous material in the final products shall be less than 25mm (1 inch) and shall not contain any material considered expansive by the department. Reclaimed Asphalt Pavement (RAP) meeting the special provision "Use of RAP (BMPR)" and having 100% passing the 3 inches sieve and well graded down through fines may also be used as capping

22

aggregate. RAP shall not contain expansive material. The results of the Department's tests on the RAP material will be the determining factor for consideration as expansive. When the contract specifies that an aggregate subbase is to be placed on the Aggregate subgrade, the 3 inches of capping aggregate will be eliminated. A vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

When a recommended remedial treatment for unstable subgrades is included in the contract, the lower lift of Aggregate Subgrade may be placed simultaneously with the material for Porous Granular Embankment, Subgrade when the total thickness to be placed is 2 feet or less.

Method of Measurement.

- (a) Contract Quantities. Contract quantities shall be in accordance with Article 202.07.
- (b) Measured Quantities. Aggregate subgrade will be measured in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for AGGREGATE SUBGRADE, 12", which price shall include the capping aggregate.

Remove Concrete Foundation

Work under this item shall include the removal and proper disposal of an existing concrete foundation at the northeast corner of Lively Boulevard and Lunt Avenue. Removal of the brick wall on top of the foundation shall be included in the cost of this work. All components of the brick wall and concrete foundation, including the concrete, bricks, reinforcing, and electrical items, shall be completely removed, regardless of the depth of foundation encountered.

The use of explosives of any kind will not be permitted in removing the brick wall or concrete foundation.

The hole shall be backfilled with suitable material approved by the Engineer. The surface of the filled hole shall be flush treated to match the surrounding area. Restoration of the area with topsoil and sod shall be paid for separately.

All debris resulting from this operation shall be removed from the right-of-way.

Method of Measurement. This work shall be per each for REMOVE CONCRETE FOUNDATION.

Basis of Payment. This work shall be paid for at the contract unit price per each for REMOVE CONCRETE FOUNDATION which shall include all materials, labor, equipment and incidentals to complete the work specified herein, including removal of the brick wall.

Modular Block Retaining Wall

Description. This work shall consist of furnishing and installing precast retaining walls at the locations shown on the plans or as directed by the ENGINEER.

Materials. Precast retaining wall blocks shall be manufactured by Unilock (Pisa2 style, St. Clair color), Versa-lok (Cobble style, brown color), or an approved equal. The retaining wall shall be designed by the retaining wall fabricator and supplier. The Contractor shall submit a sample to the Village for approval and shall submit a catalog cut to the ENGINEER for approval prior to ordering any material.

Construction Requirements. Precast retaining walls shall be installed in strict accordance with the manufacturer's instructions. The material for the wall foundation and the wall backfill shall be a freedraining granular material. The excavation for the aggregate base shall be to the lines and grades shown in the plans. Over-excavation will not be paid for and replacement will be with compacted granular fill. The foundation soil shall be examined by the Engineer prior to wall construction. Soils not meeting required strength shall be removed and replaced with acceptable material. The layout, delivery, storage, handling and preparation of the aggregate base, and installation of the wall shall be in accordance with the manufacturer's instruction. The wall shall have a cap stone placed and fastened as per the manufacturer's specifications. Backfilling of the wall shall be in accordance with Section 502 of the Standard Specifications.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per square foot of wall face from the top of block line to the theoretical top of the leveling pad for the length of the wall in a vertical plane for MODULAR BLOCK RETAINING WALL which price shall include all labor, equipment, excavation, materials, leveling pad, backfilling and compacting, removal of spoil, and other incidentals as specified by the manufacturer required to complete the work as specified herein.

Sanitary Manholes to be Reconstructed with New Frame and Lid

This work shall consist of reconstructing existing sanitary manholes at locations indicated on the plans. This work shall be performed in accordance with Section 602 of the Standard Specifications with the following addition:

A new external chimney seal which fully encompasses the rings and castings shall be installed after the frame has been adjusted to the final elevation. The Contractor shall obtain the Engineer's approval of the chimney seal prior to its installation. The frame and lid shall be Type 1 Frame and Lid.

Basis of Payment. This work shall be measured and paid for at the contract unit price per each for SANITARY MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND LID which price shall include all labor, equipment, and materials necessary to perform said work.

Remove and Reinstall Brick Paver

Description. This work shall consist of the removal and reinstallation of existing brick pavers in order to install the new curb and gutter at locations shown on the plans. The Contractor shall record the

24

locations and pattern of the bricks prior to removal. The Contractor shall remove and store the existing brick pavers prior to removing the existing curb and gutter. Any pavers damaged by the Contractor shall be replaced by the Contractor at his own cost. Only the portion of the existing edge restraint within the area of the removed pavers shall be removed. Complete removal of the existing edge restraint shall not be allowed unless otherwise authorized by the Engineer. Upon removal of the brick pavers, the Contractor shall place temporary aggregate in order to stabilize the remaining pavers.

After the proposed curb and gutter has cured the Contractor shall reinstall the brick pavers. The Contractor shall grade and compact the subgrade to the satisfaction of the Engineer. Any additional subbase granular material required shall be installed according to Section 311 of the Standard Specifications to the depth as shown on the plans. The Contractor shall install the edge restraint according to the manufacturer's specifications where brick pavers do not abut a concrete pad, sidewalk or curb and gutter. The Contractor shall place a woven geotextile fabric over the sub-base that meets the requirements of Article 1080.05 of the Standard Specifications. The Contractor shall then place the sand bedding on the geotextile fabric. The pavers shall be placed in the pattern recorded previously. The pavers shall be spread over the top of the brick pavers, and the brick pavers shall be compacted again. Additional sand shall be swept into joints until they are full to 1/4" from the top. The excess sand shall then be swept from the pavement.

The Contractor shall use full units without cutting wherever possible. Units shall be cut as required to provide the required pattern and to neatly fit the existing pavers. Where cutting is required, the largest possible unit size should be used. Brick pavers shall be cut with a block splitter or motor-driven saw equipment designed to cut masonry with clean, sharp, unchipped edges.

If additional pavers are required, they shall meet the requirements described below, but shall be included in the cost of REMOVE AND REINSTALL BRICK PAVER.

Materials. New brick pavers, if required, shall be furnished by UNILOCK, or approved equal. The pavers shall be of nominal sizes, shapes and colors in order to match the existing pavers and as described herein. Brick pavers shall consist of the Uni-Decor and Double Holland varieties, or approved equals. Brick paver colors shall be stock. A sample of the brick pavers to be used shall be submitted to the Engineer for approval of the size, shape and color. The brick pavers shall meet the requirements set forth in ASTM C-936-82, "Specification of Interlocking Concrete Paving Units". Minimum average compressive strength shall be 8,500 psi; minimum average absorption rates shall be 5%; and the maximum average weight loss after 50 freeze/thaw cycles shall be 1%. The sub-base granular material shall conform to Section 311 of the Standard Specifications. The edge restraint shall be sufficient to provide smooth and firm edging which will hold the brick pavers firmly in place. The edging to be used shall be submitted by the Contractor to the Engineer for approval. The joint and bedding sand shall consist of a natural or manufactured sand conforming to ASTM C-33 for fine aggregates. Sand must be free from clay, organic matter and other deleterious material. Mason sand will not be permitted.

Method of Measurement. REMOVE AND REINSTALL BRICK PAVER will be measured for payment in square feet of brick pavers removed. The maximum payment area shall be as defined on the plans.

Basis of Payment. This work shall be paid for at the contract unit price per square foot for REMOVE AND REINSTALL BRICK PAVER, which price shall include all materials, labor, and equipment necessary to complete the work as described.

Portland Cement Concrete Surface Removal (Cold Milling) Variable Depth

This work shall be performed in accordance with Article 440.03 with the following modifications:

All references to HMA shall be replaced with Portland Cement Concrete.

The typical depth of milling shall be 2". At locations determined by the Engineer the depth of the milling may be increased in order to provide the proper cross slope or to allow for the minimum lift thickness of hot-mix asphalt leveling binder. The additional milling may require multiple passes with the milling machine on multiple days. This additional milling depth shall be included in the cost of the pay item PORTLAND CEMENT CONCRETE SURFACE REMOVAL (COLD MILLING) VARIABLE DEPTH.

Method of Measurement. Portland cement concrete removal shall be measured for payment in place and the area computed in square yards. If multiple passes are required to mill to the required depth, only the first pass shall be measured.

Basis of Payment. This work shall be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE SURFACE REMOVAL (COLD MILLING) VARIABLE DEPTH, regardless of the depth of surface removed.

Storm Sewers, Water Main Requirements

Description. This work shall consist of the installation of watermain quality pipe in areas where the storm sewer line crosses above the watermain. All work shall be performed in accordance with Section 550 of the Standard Specifications and Section 40 of the Water and Sewer Specifications.

Materials. All pipe materials shall conform to Section 40-2 of the Water and Sewer Specifications. The materials shall be approved by the Engineer prior to their installation. The watermain quality pipe shall be connected to the storm sewer pipe on both ends by use of non-shear mission couplings with stainless steel bands or a method approved by the Engineer. The cost of these connections shall be included in the cost of STORM SEWERS, (WATER MAIN REQUIREMENTS).

Basis of Payment. This work shall be measured and paid for at the contract unit price per foot of the size and type specified for STORM SEWERS, (WATER MAIN REQUIREMENTS) which price shall include all labor, equipment, and materials necessary to perform said work.

Sediment Control, Drainage Structure Inlet Filter Cleaning

Description. This work shall consist of cleaning sediment from each assembled inlet filter. The Engineer will designate the need for cleaning based on the rate of debris and silt collected at each inlet filter location.

Cleaning of the inlet filter shall consist of inspecting and cleaning (includes removal and proper disposal of debris and silt that has accumulated in the filter fabric bag) by vactoring, removing and dumping or any other method approved by the Engineer.

Method of Measurement. Cleaning of the drainage structure inlet filter shall be measured for payment each time that the cleaning work is performed at each of the drainage structure inlet filter locations.

Basis of Payment. The work will be paid for at the contract unit price per each for SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING, which price shall include all costs for labor, materials, equipment, and incidentals necessary to perform the work.

Trash Receptacle Relocation

Description. Work under this item shall consist of removing and reinstalling existing trash receptacles when replacement of the concrete pads is required for grading purposes, as determined by the Engineer. If altering the grade of the existing pad is not required, the work described herein shall not be performed and no additional compensation shall be due the Contractor.

The Contractor shall remove the existing trash receptacle and safely store it outside of the construction limits. The construction of the new concrete pad shall be paid for separately as PORTLAND CEMENT CONRETE SIDEWALK 5 INCH, SPECIAL. Upon the completion of the new pad, the Contractor shall reinstall the trash receptacle in a manner meeting the approval of the Engineer. Any trash receptacles damaged by the Contractor shall be replaced by the Contractor at his own cost.

Method of Measurement. This work shall be per each trash receptacle requiring relocation.

Basis of Payment. This work shall be paid for at the contract unit price per each for TRASH RECEPTACLE RELOCATION which shall include all materials, labor, equipment and incidentals to complete the work specified herein.

Aggregate Surface Course for Temporary Access

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 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.

(a) Commercial Entrance. The minimum width shall be 24 feet. The minimum compacted thickness shall be 9 inches. The maximum grade shall be six percent, except as required to match the existing grade.

(b) Road. The minimum width shall be 24 ft. The minimum compacted thickness shall be 9 inches. 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"

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every commercial entrance or road constructed for the purpose of temporary access. If a commercial entrance or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified."

Basis of Payment. 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 each for TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

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

(a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.

(b) 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."

Type III Temporary Tape for Wet Conditions

Type III Temporary Tape shall meet the requirements of Article 1095.06 of the Standard Specifications. Initial minimum reflectance values under dry and wet conditions shall be as specified in Article 1095.06. The marking tape shall maintain its reflective properties when submerged in water. The wet reflective

properties shall be verified by a visual inspection method performed by the Department. The surface of the materials shall provide an average skid resistance of 50 BPN when tested according to ASTM E 303.

Prior to application a surface preparation adhesive shall be applied to a clean, dry road surface. The pavement marking tape shall have a pre-coated pressure sensitive adhesive and shall require no activation procedures.

Basis of Payment. This work will be paid for at the contract unit price per foot for WET TEMPORARY PAVEMENT MARKING TAPE, TYPE III of the line width specified.

Remove and Replace Lawn Sprinkler System

Description. Work under this item shall consist of removing and replacing portions of a lawn sprinkler system that is required to be replaced as a result of construction operations and not as a result of Contractor negligence.

The following criteria shall be used to determine whether payment is due to the Contractor for removing and replacing a lawn sprinkler system:

a. If portions of an existing sprinkler system are located between the proposed sidewalk and the curb, relocation shall be paid for as Remove and Replace Lawn Sprinkler System according to the criteria described herein.

b. If a lawn sprinkler system is located beyond the proposed sidewalk and is damaged during construction operations, it shall be replaced by the Contractor at the Contractor's expense. Replacement systems shall be approved by the Engineer prior to placement.

The Contractor shall inventory all existing lawn sprinkler systems that are due for relocation and replacement in the presence of the Engineer. The Contractor shall take all necessary precautions to protect existing lawn sprinkler systems that are to remain in place. The Contractor shall replace only that portion of the lawn sprinkler system that is required by legitimate construction operations. The replacement sections of the lawn sprinkler system shall be compatible with the existing system. The Engineer shall approve locations of the replacement appurtenances prior to demolition activities. Once the replacement sprinklers are replaced and have been tested by the Contractor in the presence of the Engineer, the item will be measured for payment.

Method of Measurement. This work shall be measured for payment in feet of sprinkler system relocated.

Basis of Payment. This work shall be paid for at the contract unit price per foot for REMOVE AND RELOCATE LAWN SPRINKLER SYSTEM in accordance with the plans and as described herein for all materials (including sprinkler heads and valves) and labor necessary to complete the work.

Sidewalk Railroad Crossing

Description. This work shall consist of construction of a portland cement concrete railroad grade crossing at sidewalk locations. The work shall be performed in accordance with the Standard Specifications, "Sidewalk Railroad Crossing" detail in the plans, IDOT Highway Standard 424001, and the special provision "Detectable Warnings". The cost of the detectable warning surface and colored concrete shall be included in the cost of this item.

Method of Measurement. This work shall be per each track crossing, as defined by the detail included in the plans.

Basis of Payment. This work shall be paid for at the contract unit price per each for SIDEWALK RAILROAD CROSSING. Payment shall be full compensation for all materials, labor, excavation, equipment and incidentals to complete the item as shown on the plans and as specified herein.

Storm Sewer Wyes and Tees

This work shall consist of furnishing and installing storm sewer wyes and tees at locations shown on the plans where proposed storm sewer connections are made to existing sewers.

This item shall include the excavation of the trench, removal of enough of the existing sewer to make the connection, furnishing and installing the tee or wye section, furnishing and installing the required non-shear mission coupling, the trench backfill necessary to backfill the excavation, and all other work necessary to complete the work as shown on the details in the plans. Removal and reinstallation of existing storm sewer adjacent to the proposed wye or tee section, for the purposes of facilitating the installation of the wye or tee section, will not be paid for separately but shall be considered included in the cost of the storm sewers being constructed.

Basis of Payment. This work will not be paid for separately, but will be included in the cost of the storm sewers being constructed.

Landscaping / Planting

PART I - GENERAL

1.01 Description:

This section covers materials and installation procedures for plant materials, soil and soil additives, fertilizer and miscellaneous landscape construction materials and procedures.

1.02 Plant Materials:

a. Source: Unless previously selected and tagged by the Engineer, plant materials will be selected by the Landscape Contractor at the sources of supply, and approved by the Engineer.

1.03 Condition and Quality:

a. All trees and shrubs are to be specimen fully branched, not one sided, and freshly dug. Trees shall be typical of their variety or species, and shall have a normal growth of spread and height.

b. Plants shall be sound, healthy, vigorous, free of disease, insect pests and larvae, with welldeveloped root systems.

c. Plants shall not be pruned prior to delivery, except with special approval of the Engineer.

d. No heeled-in plants or plants from cold storage will be accepted, except with special approval of the Engineer.

e. All plant materials shall conform to the most current Edition of American Standard for Nursery Stock as published by the American Association of Nurserymen, 230 Southern Building, Washington D.C. 20005 (ANSI Z60.1-1990).

f. Measurements: Caliber of trees less than or equal to four (4) inches shall be taken six (6) inches above the ground level. Trees over four (4) inches shall be measured one foot above ground level.

1.04 Inspection:

a. All plant materials shall be inspected and approved by the Engineer before planting.

b. Certificates of Inspection of plant materials required by the Federal, state or other governmental agencies to accompany all shipments shall be obtained by the Landscape Contractor.

c. Inspection and approval by the Engineer at the source of supply does not negate the right of the Engineer to reject any materials after they have been delivered to the site.

1.05 Digging and handling:

a. All plants shall be balled and burlapped, with firm, natural balls of earth. The balls shall be dug according to current nursery practices for sufficient depth and width to include adequate fibrous and feeding roots.

b. No plants dug with a ball shall be accepted if the ball is broken before or during planting operations, except by special approval by the Engineer.

c. Plants with broken major branches, or badly bruised or damaged bark, are not acceptable, and may be rejected by the Engineer.

d. Roots and balls of all plants shall be protected at all times from sun, and/or drying winds.

e. All plants which cannot be planted immediately upon delivery to the site shall have their root balls well protected with soil, wet straw, or other acceptable material. All plants shall be planted at their locations no later than two (2) days after delivery.

f. Substitutions: Substitutions will not be permitted without the approval of the Engineer. If proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of nearest equivalent size or variety, with an equitable adjustment to the contract price. Such proof shall be substantiated in writing to the Engineer.

1.06 Other Materials:

1.Fertilizer for trees, shrubs, evergreens, groundcovers as needed shall be:

a. When applied as a topsoil amendment, fertilizers shall have an analysis that will deliver appropriate amounts of nitrogen, phosphorus, and potassium as required to remedy deficiencies revealed by testing of the topsoil.

b. Uniform in composition, free flowing and suitable for application with approved spreader; granular or pelleted with 50 percent of total nitrogen delivered from natural organic material in a slowrelease available form.

c. Type: Fertilizer shall consist of a commercial chemical fertilizer with analysis of 5-10-10. Fertilizer shall be spread evenly over the entire landscape area at the rate of 400 pounds per acre and worked into the surface approximately one inch deep.

2. Fertilizer for seeding and sodding as needed shall be:

a. Commercial fertilizer: complete fertilizer of neutral character, with some elements derived from organic sources and containing the following percentage of available plant nutrients:

1. For lawns, provide fertilizer with not less than 4 percent phosphoric acid and not less than 2 percent potassium and percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 square feet of lawn area. Provide nitrogen in a form that will be available to lawn during initial period of growth.

2. Fertilizer shall be uniformly and thoroughly mixed into the top 4 inches of topsoil by disking, rototilling, or other approved method.

3. Delivery and handling of fertilizer:

a. Fertilizer shall be kept from direct contact with the ground, in a dry, waterproof facility.

4. Soil Analysis:

a. All results of soil tests for fertilizer requirements shall be submitted to the Engineer for his/her review and approval.

5. Top Soil:

a. Provide new topsoil which is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 2" in any dimension, and other extraneous or toxic matter harmful to plant growth.

1. Obtain Topsoil from local sources or from areas having similar soil characteristics to that found at project site. Obtain topsoil only from naturally, well- drained sites where topsoil occurs in a depth of not less than 4"; do not obtain from bogs or marshes.

b. Topsoil shall not be transported or used for planting operations while in a frozen or muddy condition.

6. Trunk Wrap: Standard waterproofed tree wrapping paper, 2 1/2" wide, made of 2 layers of crepe kraft paper weighing not less than 30 pounds per ream.

7. Ground Cover: Provide plants established and well-rooted in removable containers or integral peat pots and with not less than minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

8. Mulch: Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs or plants and consisting of a dark shredded hardwood meeting the approval of the Engineer.

PART 2 - INSTALLATION

2.01 Layout:

a. Location of plants and planting beds shall be staked by the Contractor, and approved by the Engineer before planting. The Contractor shall notify the Engineer of the planting schedule.

b. If any underground construction or obstruction are encountered in any plant pit excavation, the Engineer shall be notified immediately. The Contractor may not select alternate locations for plants without the approval of the Engineer. The Contractor shall notify the Engineer at least 48

hours prior to planting operations so that the Engineer may observe the installation. This is an essential part of this contract. Plants and planting procedures not in conformance with these specifications, planting details, nor plants set as approved by the Engineer shall be removed and replanted at no additional cost to the Village.

2.02 Plant Pits:

a. Before plant pits are dug, all weeds shall be removed from the planting areas, and the area shall be raked level.

b. Compact prepared planting soil around the ball in concentric layers.

c. After filling with soil, a 4 inch deep by 8 inch wide rim shall be formed of compacted soil to create a watering basin only above the root ball.

d. Each plant shall be watered by filling basin with water twice at each watering.

e. All planting pits shall be finished within a period of 3 days following installation. Finishing shall include reconstruction of basins and weed removal.

2.03 Preparation of Planting Beds for Trees and Shrubs:

a. Before soil preparation begins, all weeds shall be removed from planting beds.

b. The planting beds for trees, shrubs, and groundcovers shall be crisply marked according to the plan and rototilled to scarify the existing soil.

c. The beds shall be completely and thoroughly rototilled at least 6 inches deep.

d. Soil preparation shall be completed for the entire bed before planting is begun.

2.04 Preparation of Planting beds for Groundcover, perennials and annuals:

a. Excavation: All planting beds shall be excavated to a depth of not less than 6 inches.

b. Soil Replacement: 1/3 each of topsoil, sand and sphagnum peat shall be placed and spread in the above order, add fertilizer and then rototilled until homogeneous to a depth of 6 inches.

2.05 Planting Groundcovers:

a. Each bed shall have plants evenly distributed in an informal pattern as closely as possible to the configuration shown on the plan.

b. Plants shall be spaced evenly on centers but not in visible rows.

c. Containerized plants shall be carefully removed from their containers to avoid breaking the root ball and damaging roots.

d. Plants shall be set at the same depths at which they were grown in the nursery.

e. Plants shall be set so that their natural growth pattern creates an even texture over the bed.

f. Soil shall be firmed around the root ball until all voids are eliminated with care taken to avoid damaging plant crown and stems.

g. A watering basin shall be created around each plant with compacted soil.

h. After the entire bed is planted, plants shall be watered deeply by filling the water basins with a fine spray or a slow soaking to avoid eroding the bed.

2.06 Trunk Wrapping:

a. The tree trunks shall be wrapped spirally from the bottom to the top of the trunk with tree wrapping paper, and shall be securely tied with suitable cord (not plastic or wire) at the bottom and top and at 2 feet intervals along the trunk.

b. The wrappings shall overlap, and entirely cover the trunk, from ground to the second branch, and shall be neat and snug.

2.07 Installation of Mulch:

a. All weeds shall be removed before installing mulch.

b. Mulch shall be applied over smooth and compacted soil, to the depth indicated in the drawings and to an elevation 1" below the thatch line of adjacent sod or below adjacent pavement.

c. No lower branches of shrubs, vines, groundcovers or perennials shall be covered by mulch.

2.08 Construction of Cultivated Edge:

Cultivated edge shall be a sharp outline of the planting beds constructed as a 4 inch deep, 3 inch wide ditch with a vertical side at lawn and a sloping side at planting bed.

PART 3 - MAINTENANCE REQUIREMENTS

3.01 Protection of Work:

a. Occupancy of the project shall not relieve the Contractor of any of the obligations outlined in these specifications.

b. For the duration of the planting operations, the Contractor shall provide adequate protection at all times for all plantings against trespassing and theft.

c. The Contractor shall protect pits with approved fencing.

d. Any damages to existing plantings or construction, attributable to planting operations, shall be repaired by the Contractor at no cost to the Village.

e. Sidewalks and other paved areas shall be kept clean during all planting operations, and swept clean at the end of every working day. Debris shall be removed daily from the project site.

3.02 Maintenance for the Duration of Construction:

a. Under this Contract, the Contractor shall be responsible for all work incidental to maintaining the plants in a vigorous and healthy condition from the time of nursery pick-up through planting operations and for a period of 30 days subsequent to the date of substantial completion.

b. This maintenance shall include, but shall not be limited to the following:

1. Water plants when necessary, by gently flooding the basin to keep them in a healthy condition. Periodically check for signs of excessive water in soil before watering. Maintain 4 inches high by 8 inches wide watering rim.

2. Periodically observe the plants for signs of disease and insect infestation. If problems occur, inform the Village of their condition.

3. Thorough watering of trees, shrubs and vines, with a method approved by the Engineer, shall follow the backfilling operation. This watering shall completely saturate the backfill and be performed during the same day of planting. After the ground settles, as a result of the watering, additional backfill shall be placed to match the level of the finished grade. Approved watering equipment shall be at the site of the work and in operational condition prior to starting the planting operation.

i) Balled and burlapped plants. After the plant is placed in the hole, all cords and burlap shall be cut away from the trunk.

ii) Container grown plants. Prior to placing the plant in the hole, the container shall be removed with care so as not to disturb the ball of soil that contains the root system. During the planting operation, care shall be taken not to destroy the solidity of the ball of soil. Pots of material that will decompose in one growing season need not be removed.

c. Prune broken and dying branches, remove all suckers, pull all weeds, and remove vegetative debris.

d. Repair or replace deteriorated tree wrappings.

e. Trees that lean as a result of faulty planting must be dug and straightened, at no additional cost to the Village.

3.03 Post-Construction Inspection:

a. An inspection for acceptance of the plant materials will be conducted upon satisfactory completion of all planting, including maintenance during construction as specified.

b. A written notice requesting inspection shall be submitted by the Contractor to the Engineer at least 6 days prior to the anticipated inspection date. If conditions are not acceptable, they shall be maintained as specified until corrections are completed and re-inspection is completed.

3.04 Establishment:

a. All plantings will be inspected by the Engineer. Plants must be in a live and healthy condition, representative of its species, at the time of initial inspection. Initial inspection will not occur until all work is completed. The Contractor will not be permitted to terminate his operations until all plant material is in a live, healthy condition. Any plant which is not healthy or is dead will be immediately replaced and is not considered a replacement and will be subject to the plant guarantee.

When replacements are completed, the Contractor shall weed and thoroughly clean up the entire job to the satisfaction of the Engineer. Cleanup shall include pruning dead branches off the accepted plant material, spraying insect infected plants, removing staking and screening material, weeding, restoring mulch, removing work-related debris and generally cleaning up the work site. When cleanup operations have been completed, inspection will be made for replacement items only. All replacement items shall be planted in accordance with the original job specifications.

The Contractor shall remove immediately from the site of the work any dead plant material. During spring or fall planting, the Contractor will not be permitted to terminate the operation until all plant material is in a live, healthy condition. All plant material which dies within 15 days after being planted shall be replaced at the time and shall be considered as part of the original planting and be subject to the requirements of the period of establishment.

b. During the period of establishment, the Contractor shall properly care for all plants doing such weeding, watering, adjusting of braces, repair of water saucers or other work necessary to maintain the health and satisfactory appearance of the plantings. Plant establishment shall be monitored for 1 year. All areas needing repairing from problems like erosion damage and drainage trough damage are considered proper care. All requirements for proper care during the period of establishment shall be considered incidental to the cost of the contract and shall be performed within 5 days following notification by the Engineer.

c. During the period of establishment, additional watering shall be included in the Contractor estimate as incidental to planting for an amount of 18 waterings. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

The water shall be applied to individual plants in such a manner that that the plant hole shall be saturated without allowing the water to overflow beyond the earthen saucer. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. The plants to be watered and the method of application shall be approved by the Engineer. The Contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering.

d. During the period of establishment, weeds and grass growth shall be removed from within the earthen saucer of individual trees and from the area within the mulched plant beds. This weeding shall be performed twice during each of the months of May through September. The Contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

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

e. All plantings are subject to a one year guarantee for survivability. To be acceptable, the plant must be in a live healthy condition, representative of its species, and shall have been growing in place for not less than one year prior to inspection. A final inspection will be performed by the Engineer and the Contractor will be notified of any plants requiring replacement. Plants that do not meet the requirements for final acceptance shall be replaced by the Contractor at the Contractor's own expense, following the date of inspection and prior to November 15; or in the case of items specified for spring planting only, prior to the following May 15, at which time another inspection will be made for replacements only by the Engineer. Replacements must be sound, healthy and representative of its species.

f. Upon completion of the final performance inspection or after satisfactory completion of any necessary corrections, the Engineer shall notify the Contractor in writing of the date of such final performance inspection and release him from further performance responsibility.

3.05 Guarantee and Replacement of Plants:

a. The guarantee period shall begin immediately following the date of substantial completion.

b. The Contractor shall guarantee that the plants shall survive the 12 month guarantee period in a vigorous, healthy growing condition.

c. The Village, or its agents, shall water, cultivate and continue the maintenance operations as specified for Construction Maintenance.

d. Periodically, during the guarantee period, the Contractor shall inspect watering, subsurface drainage, and other maintenance operations carried on by the Village or its agents. The Contractor shall report to the Village and the Engineer any unsatisfactory methods and treatments or operations that the Contractor considers unsatisfactory, not in accord with his interests, and not good horticultural practices. Failure of the Contractor to so inspect or report shall be construed as an acceptance of the Villages's maintenance methods by the Contractor, and he shall not thereafter claim, or assert, that any defects, which may later develop, are the result of such methods, treatments or operations.

e. If the Contractor accepts the Village's maintenance, and if during the guarantee period any plant has died, is in a dying condition, or has failed to flourish to a degree which permanently

38

impairs its appearance regardless of climate or weather conditions, it shall be removed and replaced within thirty (30) days written notice by the Village or the Engineer. Replacements shall be made as often as necessary during the guarantee period to keep all plantings healthy, vigorous and thriving.

If at the conclusion of the 12 month guarantee period, in the opinion of the Engineer a plant is suffering only from transplant shock, and the plant's survival chances are good, the guarantee period shall be extended another 12 months.

f. All replacements shall be of the same species and size specified, and shall be planted according to the specifications and approval of the Engineer.

g. After acceptance following the guarantee period, the responsibility for the plants and materials shall lie with the Village.

h. Remove wrappings 1 year after planting, before the inspection that concludes the maintenance period.

i. At the conclusion of the 12-month guarantee period, the Contractor shall submit a written request for an end-of-guarantee inspection to the Engineer at least 14 days before the anticipated date. All provisions of the guarantee shall be met before acceptance is granted.

Method of Payment and Basis of Payment. Payment for this work shall be at the contract unit price for each TREE or SHRUB of the type and size specified.

Roadway Lighting

All electrical work shall be performed in accordance with the Standard Specifications, the Village Ordinance, the plan documents and as herein specified.

General Electrical Requirements

Effective: November 4, 2004

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

<u>General.</u> Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. NOTE THAT THE CONTRACTOR SHALL BE ENTITLED TO ONLY ONE REQUEST FOR LOCATION MARKING OF EXISTING SYSTEMS AND THAT MULTIPLE REQUESTS MAY ONLY BE HONORED AT THE CONTRACTOR'S EXPENSE. NO LOCATES WILL BE MADE AFTER MAINTENANCE IS TRANSFERRED, UNLESS IT IS AT THE CONTRACTOR'S EXPENSE.

<u>Condition of Existing Systems</u>. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning.

Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

Delete the first paragraph of Article 801.12(a) of the Standard Specifications.

Revise the 5th and 6th paragraphs of Article 801.05(a) of the Standard Specifications to read:

"<u>Engineer's Stamp</u>. After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Information Only'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.

<u>Resubmittals</u>. All submitted items reviewed and marked 'APPROVED AS NOTED', or 'DISAPPROVED' are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments."

Revise Article 801.11(a) of the Standard Specifications to read:

"Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein."

Add the following to Section 801.11(a) of the Standard Specifications:

"Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance."

Add the following to Section 801 of the Standard Specifications:

"<u>Splicing of Lighting cables</u>. Splices above grade, such as in poles and junction boxes, shall have a waterproof sealant and a heat-shrinkable plastic cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape or the use of a sealant insert prior to the installation of the cap. Either method shall be assured compatible with the cap sealant. Tape sealant shall be applied in not less than one half-lapped layer for a length at least 6.35 mm (1/4-inch) longer than the cap length and the tape shall also be wrapped into the crotch of the splice. Insert sealant shall be placed between the wires of the splice and shall be positioned to line up flush or extend slightly past the open base of the cap.

<u>Lighting Cable Identification</u>. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.

<u>Lighting Cable Fuse Installation</u>. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side.

Grounding of Lighting Systems. All electrical systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC, even though every detail of the requirements is not specified or shown. Good ground continuity throughout the electrical system shall be assured. All electrical circuit runs shall have a continuous IN NO CASE SHALL THE EARTH BE equipment grounding conductor. CONSIDERED AS AN ADEQUATE EQUIPMENT GROUNDING PATH. Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point and serrated connectors or washers shall be used. Where metallic conduit is utilized as the equipment grounding conductor, extreme care shall be exercised to assure continuity at joints and termination points. No wiring run shall be installed without a suitable equipment ground conductor. Where no equipment ground conductor is provided for in the plans and associated specified pay item, the Contractor is obligated to bring the case to the attention of the Engineer who will direct the Contractor accordingly. Work which is extra to the contract will be paid extra. All connections to ground rods, structural steel, reinforcing steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least 4 layers of electrical tape extended 152.4 mm (six inches) onto the conductor insulation. Where a ground field of "made" electrodes is provided, the exact locations of

the rods shall be documented by dimensioned drawings as part of the Record Drawings. Equipment ground wires shall be bonded, using a splice and pigtail connection, to all boxes and other metallic enclosures throughout the wiring system.

Lighting Unit Identification. Each pole, light tower and underpass light shall be labeled as indicated in the plans to correspond to actual circuiting, and as designated by the Engineer. They shall be installed by the Contractor on each lighting unit pole shaft and on the underpass walls, or piers, as shown in the details. Median-mounted poles shall have two sets of identification labeling oriented to allow visibility from travel in either direction. Lighting Controllers shall also be identified by means identification decals as described herein. Identification shall be in place prior to placing the equipment in service. Identification of weathering steel poles shall be made by application of letters and numerals as specified herein to an appropriately sized 3.175 mm (1/8-inch) thick stainless steel plate which shall be banded to the pole with two stainless steel bands. Identification of painted poles shall be made by application of letters and numerals as specified herein via an adhesive approved by the paint manufacturer for the application. Identification of luminaires which are not pole mounted, such as underpass luminaires, shall be done using identification brackets. In general, the brackets shall be mounted adjacent to and within one foot of their respective luminaires. The brackets shall be fabricated from 3.175 mm (one-eighth (1/8)) inch aluminum alloy sheet according to the dimensions shown on the plans. The bracket shall be bent so as to present the luminaire identification numbers at a sixty (60) degree angle to the wall. The bracket shall be attached to concrete walls with three (3) 6.35 mm (1/4 inch), self drilling, snap-off type galvanized steel concrete anchors set flush with the wall, or power driven fasteners approved by the Engineer. The brackets shall be offset from the wall with 12.7 mm (1/2") aluminum bushings. The structural steel shall not be drilled to attach the brackets. The luminaire identification numbers shall be applied to the bracket using the method described for identification applied to poles.

<u>Procurement.</u> Materials and equipment shall be the products of established manufacturers, and shall be suitable for the service required. The Contractor is obligated to conduct his own search into the timely availability of the specified equipment and to ensure that all materials and equipment are in strict conformance with the contract documents and that delivery schedules are compatible with project time constraints. Materials or equipment items which are similar or identical shall be the product of the same manufacturer. The cost of submittals, certifications, any required samples and similar costs shall not be paid for extra but shall be included in the pay item bid price for the respective material or work.

<u>UL Label</u>. Unless otherwise indicated, materials and equipment shall bear the UL label whenever such labeling is available for the type of material or equipment being furnished.

<u>Ground Rod</u>

Effective: January 1, 2002

Description. This item shall consist of furnishing, installing and connecting ground rods for the grounding of service neutral conductors and for supplementing the equipment grounding system via connection at

poles or other equipment throughout the system. All materials and work shall be in accordance with Article 250 of the NEC.

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

	Article/Section
Item	1087.01(b)
(a) Ground Rod	1087.01(a)
(b) Copper Ground Wire	1087.01(c)
(c) Access Well	1007.01(0)

CONSTRUCTION REQUIREMENTS

<u>General</u>. All connections to ground rods, structural steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least 4 layers of electrical tape extended 152.4 mm (six inches) onto the conductor insulation.

Ground rods shall be driven so that the tops of the rod are 609.6 mm (24 inches) below finished grade. Where indicated, ground wells shall be included to permit access to the rod connections.

Where indicated, ground rods shall be installed through concrete foundations.

Where ground conditions, such as rock, preclude the installation of the ground rod, the ground rod may be deleted with the approval of the Engineer.

Where a ground field of "made" electrodes is provided, such as at control cabinets, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings.

Ground rod connection shall be made by exothermic welds. Ground wire for connection to foundation steel or as otherwise indicated shall be stranded uncoated bare copper in accordance the applicable requirements of ASTM Designation B-3 and ASTM Designation B-8 and shall be included in this item. Unless otherwise indicated, the wire shall not be less than No. 2 AWG.

Where connections are made to epoxy coated reinforcing steel, the epoxy coating shall be sufficiently removed to facilitate the exothermic weld.

Basis Of Payment. This item will not be paid for separately, but shall be included in the cost of the item for which it is installed. If additional rods are needed, their installation and testing will be paid for according to Article 109.04.

Lighting Unit (25 Foot Mounting Height), 150 Watt Luminaire

Description. This work shall consist of furnishing and installing new light poles, mast arms, luminaires, pole wires, and foundations of the type and size specified in the plans and plan details.

The light pole shall provide a 25 foot mounting height above the top of foundation with a mast arm and shall be as manufactured by KIM Lighting, or approved equal. The mast arm, and wiring shall be of the type and size as shown in the details of the plans. The pole shall be LTRA25 - 6188 as shown in the details of the plans, or approved equal, and designed and manufactured to support a lighting mast arm, luminaire, two (2) 9" x 48" sign panels and two (2) 6" x 36" sign panels.

The luminaire shall be KIM SAR3/150 HPS 120 volt. The luminaire and pole shall have a dark bronze finish (Cat. No. DB-P). No substitutions for the luminaire will be approved by the Engineer.

Pole wire shall be installed according to Article 844.03 of the Standard Specifications. Pole wire slack shall be provided for cable splices to be withdrawn a minimum of 12 inches out of pole handhole.

The light pole shall be set plumb on the foundation with the use of metal shims as provided by KIM Lighting. The light pole base shall be provided with anchor bolt covers which attach via a prefabricated slot. Anchor bolt covers shall not be attached with a bolt or lug screw.

Lighting unit identification numbers shall consist of a 2-inch by 2-inch white reflective letters on dark bronze background and shall face perpendicular to the street as shown in the plan details.

Basis of Payment. This item shall be paid for at the contract unit price each for LIGHTING UNIT (25 FOOT MOUNTING HEIGHT), 150 WATT LUMINAIRE. This item shall include all materials, labor and equipment necessary to perform the work in accordance with the Standard Specifications, Village Ordinance, the plan documents and as herein specified.

Lighting Unit (30 Foot Mounting Height), 250 Watt Luminaire

Description. This work shall consist of furnishing and installing new light poles, mast arms, luminaires, pole wires, and foundations of the type and size specified in the plans and plan details.

The light pole shall provide a 30 foot mounting height above the top of foundation with a mast arm and shall be as manufactured by KIM Lighting, or approved equal. The mast arm, and wiring shall be of the type and size as shown in the details of the plans. The pole shall be LTRA30 - 8188 as shown in the details of the plans, or approved equal, and designed and manufactured to support a lighting mast arm, luminaire, two (2) 9" x 48" sign panels and two (2) 6" x 36" sign panels.

The luminaire shall be KIM AR3/250 HPS 120 volt. The luminaire and pole shall have a dark bronze finish (Cat. No. DB-P). No substitutions for the luminaire will be approved by the Engineer.

Pole wire shall be installed according to Article 844.03 of the Standard Specifications. Pole wire slack shall be provided for cable splices to be withdrawn a minimum of 12 inches out of pole handhole.

The light pole shall be set plumb on the foundation with the use of metal shims as provided by KIM Lighting. The light pole base shall be provided with anchor bolt covers which attach via a prefabricated slot. Anchor bolt covers shall not be attached with a bolt or lug screw.

Lighting unit identification numbers shall consist of a 2-inch by 2-inch white reflective letters on dark bronze background and shall face perpendicular to the street as shown in the plan details.

Basis of Payment. This item shall be paid for at the contract unit price each for LIGHTING UNIT (30 FOOT MOUNTING HEIGHT), 250 WATT LUMINAIRE. This item shall include all materials, labor and equipment necessary to perform the work in accordance with the Standard Specifications, Village Ordinance, the plan documents and as herein specified.

Pole Foundation, Metal

Description. This work consists of furnishing, delivering, and installing metal light pole foundations in accordance with Section 836 and 1070.01 of the Standard Specifications except as modified herein.

The helix foundation shall be as manufactured and certified by:

A.B. Chance Company 210 North Allen Street Centralia, Missouri 64240 (603) 833-7377

or approved equal. The Contractor shall submit detailed certified calculations with shop drawing to substantiate that the foundation intended for this contract will provide a minimum 2:1 safety factor for soil conditions and load factors required to support the pole, lighting mast arm, luminaire, two (2) 9" x 48" sign panels, and two (2) 6" x 36" sign panels. Calculations shall be complete and based on AASHTO criteria for 128.74 km/hr steady winds with a 1.3 gust factor.

A. <u>Helix Base Plate</u>

The flat, smooth mole mounting surface shall not exhibit a curvature or other deformity induced by the manufacturing process. It shall be manufactured from ASTM-A36 structural steel and shall be machine smooth flame cut on the external edges and on the inner hole that provides access to the foundation shaft interior.

The base plate shall be 1 inches thick and shall be hot dipped galvanized per ASTM-A123. It shall have holes drilled and tapped to accept one inch diameter threaded studs on a bolt circle per the light pole manufacturer's template. The base plate shall be clearly and permanently marked to easily identify location of the two cable way openings in the shaft.

The Contractor shall fully coordinate the foundations with the specified poles prior to fabrication of materials.

B. <u>The Shaft</u>

The shaft shall be manufactured from ASTM-A252, grade 2 steel. It shall be 8-5/8" diameter, machine flame cut to a 6 foot length. Two 12 inch x 3 inch steel cable ways shall be provided and located 9 inches below the base plate. Cable ways shall be 180 degrees apart. The shaft shall be hot dipped galvanized per ASTM-A123 and shall be capable of withstanding 13,000 foot pounds of torque after being joined to the base plate.

C. Helix

The helix shall be of true helical form as shown on drawings and shall be produced by welding 3/8" thick steel in a 14 inch diameter helix with a 3 inch pitch to allow for passage of larger gravel.

D. <u>Pilot Point</u>

The pilot point shall be sheared on a 45 degree angle from 1-1/4" round steel bar made of ASTM-A575 steel. It shall be at least 6 inches long.

E. Welds

Welds of 5/16 inches fillet type shall join the entire surface of the helix to the shaft. The shaft and the base plate shall be joined by means of 1/4 inch fillet welds both on the inside and the outside.

F. Studs, Fasteners, Rods

Studs or rods shall be 3/4-inch diameter for 25' pole and 1-inch diameter for 30' or 35' pole and shall be according to AASHTO M 314. Nuts shall be hexagon nuts according to AASHTO M 291M (M291) and washers shall be according to AASHTO M 293. Studs or rods, nuts and washers shall be hot dipped galvanized according to AASHTO M 232.

Once installation of foundation and unit duct is complete the foundation shaft shall be filled with pea gravel or sand as approved by the Engineer.

Basis of Payment. The work as described above shall be included in the contract unit price per each for LIGHTING UNIT of the mounting height and wattage specified. Locating utilities and other underground facilities shall not be paid for separately, but shall be included in the contract unit price per each for LIGHTING UNIT of the mounting height and wattage specified.

<u>Unit Duct With 3-1/C No. 4 And 1-1/C No. 6 Ground, 600v (XLP - Type Use), 1-1/4" Diameter</u> Polyethylene

Description. This work shall consist of furnishing and installing Unit Duct and Cable for roadway lighting according to Section 816 of the Standard Specifications except as modified herein. This item shall include all connections to existing and proposed lighting units and service connections to existing Commonwealth Edison poles or transformers.

Revise the second paragraph of Article 816.03(b) to read:

"The unit duct shall be installed at a minimum depth of 700 mm (30-inches)unless otherwise directed by the Engineer."

Revise Article 1066.01 to read:

"1066.01 Unit Duct. The unit duct shall be an assembly of insulated conductors which are factory pre-installed in a coilable nonmetallic conduit. The polyethylene duct shall be extruded directly over the cable at the factory in long continuous lengths. The unit duct shall be according to NEC Article 354 and be UL Listed."

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

Polyethylene Duct. The duct shall be a plastic duct which is intended for underground use and can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D 2447, for schedule 40. The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

Nom. Duct Diameter		Nom. Outside Diameter		Min. Wall Thickness	
mm	in	mm	in	mm	in
27	1	33.4	1.315	3.4	0.133
35	1.25	42.2	1.660	3.6	0.140
41	1.5	48.3	1.900	3.7	0.145
53	2.0	60.3	2.375	3.9	0.154

Duct dimensions shall conform to the following table:

Performance Tests. Polyethylene Duct testing procedures and test results shall meet the requirements of ASTM D 3485. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

Duct Diameter			required to mple 50%
mm	in	N	lbs
27	1	5337	1200
35	1.25	4937	1110
41	1.5	4559	1025
53	2.0	3780	850

Method of Measurement. The cable will be measured for payment in feet in place. Measurements will be made in straight lines between changes in direction and to center of pole. Vertical cable will be measured for payment. Five (5) feet of vertical cable will be allowed when terminating cable at light poles and 10 feet at controllers as detailed in the contract plans. Changes in direction shall assume perfect straight line runs, ignoring actual raceway sweeps.

Basis of Payment. This item shall be paid for at the contract unit price per foot of UNIT DUCT AND CABLE of the type specified. This item shall include all materials necessary to perform the work in accordance with the Standard Specifications, Village Ordinance, the plan documents and as herein specified.

Trench And Backfill For Electrical Work

Description. This work shall consist of constructing and backfilling a trench for the accommodation of unit duct in accordance with Section 819 of the Standard Specifications except as modified herein.

Delete the third paragraph of Article 819.03(a) of the Standard Specifications.

Revise the first sentence of Article 819.03(a) of the Standard Specifications to read:

"Trench. Trenches shall have a minimum depth of 760 mm (30 in.) or as otherwise indicated on the plans, and shall not exceed 300 mm (12 in.) in width without prior approval of the Engineer."

Trench and backfill shall only be provided five (5) feet each side of light poles, power poles providing electric service, controllers and trenched conduit.

Basis of Payment. This work will be paid for at the contract unit price per foot as TRENCH AND BACKFILL FOR ELECTRICAL WORK, which price shall be payment in full for furnishing all labor, material and equipment as herein specified. Trench and backfill shall not include the cost for topoil and sodding restoration. All topsoil and sodding shall be paid for separately.

Directional Bore

Description. This work shall consist of the installation only of unit duct using the directional boring method.

The unit duct shall be installed at a minimum depth of 30 inches as indicated in the plans unless otherwise indicated by the Engineer.

Method of Measurement. Directional boring shall be measured for payment in feet. Measurements will be made in straight lines between changes in direction and to the center of light pole, less any length of conduit, as detailed in the contract plans.

Conduit shall not be included in the directional bore but shall be included in the cost for Conduit Pushed or Conduit in Trench, of the size specified in the plans.

Where separate unit ducts are installed parallel to one another, a common bore, only one (1) boring setup, will be measured for payment along the centerline of the parallel portion.

Basis of Payment. This item shall be paid for at the contract unit price per foot for DIRECTIONAL **BORING.** This item shall include all labor and equipment necessary to perform the work in accordance with the Standard Specifications, Village Ordinance, the plan documents and as herein specified. Locating utilities and other underground facilities shall not be paid for separately, but shall be included in the contract unit price of DIRECTIONAL **BORING**.

Galvanized Steel Conduit

Description. This item shall consist of furnishing and installing rigid steel conduit, fittings and accessories as specified in Section 810 of the Standard Specifications, herein and as shown on the contract drawings, either attached to structure, laid in trench, or pushed in place.

Materials:

2.1 Rigid steel conduit shall be manufactured in accordance with UL Standard 6 and shall be UL listed and labeled.

2.2. Rigid steel conduit shall meet Federal Specification WWC-581, ANSI Standard C80.1, and the requirement of NEC Article 344.

2.3 The conduit, after fabrication, shall be thoroughly cleaned and the inside and outside surfaces shall be galvanized.

2.4 Couplings and fittings shall meet ANSI Standard C80.1 and shall be hot-dip galvanized. Elbows and nipples shall conform to the specifications for conduit. The cost of fittings, couplings, elbows, nipples and other such conduit appurtenances shall be included in the bid unit price for conduit. All fittings and couplings for rigid conduit shall be of the threaded type.

Installation:

3,1General

3.1.1 Rigid steel conduit shall be installed in conformance with the requirement of NEC Article 344, except where more stringent requirements are specified herein.

3.1.2 The ends of the conduit shall be cut square and thoroughly reamed before installation. All burrs and rough edges shall be removed.

3.1.3 Bends shall be made with a standard pipe bender. Bends shall be so made that the conduit will not be injured and that the internal diameter of the conduit will not be effectively reduced. The radius of the curve shall not be less than that shown on Table 344-24 of the National Electrical Code and where larger radii are specified or shown on the Plans, the larger radii shall be used.

3.1.4 Conduit joints shall be threaded. All joints before assembly and exposed threads after assembly shall be coated with low resistance, conductive, joint compound. Running threads in conduits runs will not be permitted. Care shall be used to assure that conduits are not over-threaded. Threading shall be in accordance with the requirements of NEC Article 344-28. The protective coatings on all threads must be sufficient to prevent corrosion before installation is made. If threads become corroded before installation, the material shall be replaced with new material or the corroded parts must be thoroughly cleaned and recoated as directed by the Engineer.

3.1.5 Whenever possible, conduits shall be installed so as to drain to the nearest opening, box or fitting.

3.1.6 Ends of conduits shall be equipped with insulating bushings. Rigid steel conduits terminating in the base of lighting controllers, pedestal bases, transformer bases and other open enclosures shall be equipped with insulating bushings with ground lugs which shall be used to bond the conduits to the enclosure via a copper ground conductor.

3.1.7 Unless otherwise indicated, conduits terminating at cast or malleable iron boxes, or in sheet steel boxes below grade shall be terminated in conduit hubs. Hubs may be integral to the box or may be installed separately. Non integral hubs or integral hubs which do not provide a flared, smooth entry shall not be used where conductors are No. 4 or larger, in compliance with NEC Article 312, and in these cases two locknuts and an insulating bushing shall be used.

3.1.8 Threaded conduits terminating at sheet metal boxes or enclosures above grade, or where bushings cannot be brought into firm contract with the box or enclosure or where insulating bushings are required by the NEC, shall terminate with two locknuts and an insulating bushing. Conduit bushings constructed wholly of an insulating material shall not be used to secure a raceway.

3.1.9 Conduit connections shall be made tight to assure good ground continuity.

3.1.10 Expansion fittings, as specified herein, shall be installed in all raceway runs crossing structural expansion joints. Unless otherwise indicated or approved by the Engineer, expansion fittings shall include an 8-inch expansion fitting with a bonding jumper plus a deflection fitting allowing not less than a 3/4 inch deflection in any direction. Bonding jumpers for conduit attached to structure shall be external type. The drawings shall be examined to determine complete extent of expansion joints.

3.1.11 Fasteners used to mount conduit supports, and other associated items attached to the structure shall be suitable for the weight supported and shall be compatible with the structure material, i.e. wood screws shall be used for wood, toggle bolts shall be used for hollow masonry, expansion bolts or power-set studs shall be used for structural steel. Expansion anchors shall not be less than 1/4-inch trade size and shall extend at least 2 inches into the masonry or concrete. Power-set anchors shall not be less than 1/4-inch trade size and they shall extend at least 1-1/4 inches into masonry or concrete.

3.1.12 Raceways shall be protected from mechanical and corrosion damage during construction. Open ends shall be capped or fitted with plugs.

Before cables are installed, raceways shall be cleared of all obstruction, moisture and burrs or rough edges. Conduits which have had mud, dirt or water inside shall be cleaned with a dry swab.

3.2 Conduit Pushed

3.2.1 Conduit which is pushed in place shall be installed in a manner so that it will not be less than 2.5 feet below finished grade.

3.2.2 Unless otherwise required, pushed conduit shall extend two (2) feet beyond the shoulder, curb and/or guardrail, as applicable. If auguring is required to facilitate the push installation, the auguring shall be done at no additional cost to the State.

3.2.3 Immediately following the conduit push, the conduit shall be rodded and swabbed to remove all dirt and other foreign materials and shall be capped until conductors are installed.

Method of Measurement. Conduit shall be measured for payment in feet in place. Measurements shall be made in straight lines along the centerline of the conduit between ends and changes in direction. Vertical conduit shall be measured for payment.

Basis of Payment. This item shall be paid for at the contract unit price per foot for CONDUIT IN TRENCH, GALVANIZED STEEL or, CONDUIT PUSHED, GALVANIZED STEEL of the diameter indicated which shall be payment in full for the work as described herein.

Relocate Existing Lighting Unit

This work shall consist of removing an existing lighting unit, consisting of but not limited to mast arm, pole, luminaire and metal foundation and reinstalling the lighting unit on the relocated metal foundation in the location as indicated in the plans or as designated by the Engineer in accordance to Section 844 of the Standard Specifications.

Each lighting unit to be relocated under this item shall be checked during the Preconstruction Inspection for complete circuit identification. Any damage to the lighting unit or pole sustained during removal operations shall be repaired, or replaced in kind, to the satisfaction of the Engineer at the Contractor's own expense. The existing metal foundation of the pole to be relocated will be reused for the relocated lighting unit. Existing lighting shall be maintained and kept operational the same evening of the relocation without interruption.

Basis of Payment. This item shall be paid for at the contract unit price per each for RELOCATE EXISTING LIGHTING UNIT, which shall be payment in full for all labor and equipment necessary to perform the work in accordance with the Standard Specifications, Village Ordinance, the plan document and as specified herein which includes relocating the existing metal foundation to the relocated lighting unit location and maintaining all existing lighting affected by the relocation.

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Tree Root Pruning

The Contractor is advised to contain excavation areas to minimal limits or as shown on the plans for the protection of trees and their roots. Shrubs and tree limbs shall be tied back whenever necessary as directed by the Engineer to prevent their loss or damage.

Prior to construction activities, a fifteen (15) lineal foot length of tree roots shall be pruned along the limits of excavations for the roadway, curb and gutter or storm sewer trenches at each tree. This work shall be in accordance with Section 201 of the Standard Specifications. Following tree root pruning, each tree shall be fertilized in accordance with Article 201.10 (d). For this contract, an approximate 200 square foot area behind the proposed back of curb around the tree shall be drilled with 50 holes which are to be filled with a total of 1 pound each, of Nitrogen, Potassium and Phosphorus nutrients.

This work shall be performed under the supervision of a certified arborist.

Basis of Payment. This work will be measured and paid for as each for TREE ROOT PRUNING, which price shall be payment in full for all labor, materials (including fertilizer nutrients), and incidentals required to perform the work.

Tree Pruning

This work shall be performed in accordance with Section 201 of the Standard Specifications with the following addition: This work shall be performed under the supervision of a certified arborist.

Basis of Payment. This work shall be paid for as specified in Article 201.11 (c) of the Standard Specifications.

Maintenance of Lighting Systems

Description. This item shall consist of work performed by the Contractor in maintaining the existing lighting levels and structural integrity of the existing lighting system in accordance to Section 801.11 of the Standard Specifications and as described herein.

The date the contractor's activities at the job site begin, the contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection to be held in the presence of the Engineer and a representative responsible for maintenance of any lighting systems which may be affected by the work. Any equipment affected by the work which may be broken, missing, defective or malfunctioning shall be noted and reviewed with the Village. Failure to schedule a formal transfer of maintenance from the Village and preconstruction inspection does not relieve the Contractor of the maintenance responsibility specified, and such failure obligates the Contractor to correct all deficiencies in the existing system at his own expense. If no inspection is performed, the transfer shall be considered to have taken place when the Contractor first begins work at the job site. At conclusion of the construction, the Contractor shall contact the Village for an inspection. Upon the Village's approval of the work, the maintenance of lighting system shall be transferred back to the Village.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and the general extent of any existing lighting. It shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition and the extent of the electrical equipment and systems to be maintained. Failure to do so will not be justification for extra payment or reduced responsibility. A lighting system is defined as all existing and proposed lighting equipment operating from one controller.

The Contractor shall respond to damage calls for all system components under the Contractor's maintenance, existing and proposed, including, but not limited to pole knockdowns, circuit outages, controller outages, equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, or other means using immediate corrective actions and restore the system to service.

Responsibilities shall include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol.

The following chart lists the maximum response, service restoration and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR	SERVICE	SERVICE	PERMANENT
PROBLEM	RESPONSE TIME	RESTORATION	REPAIR TIME
		TIME	
Control cabinet out	1 hour	4 hours	7 calendar days
Hanging mast arm	1 hour to clear	na	7 calendar days
Motorist caused	1 hour	4 hours	-7 calendar days
damage or leaning			
light pole 10			
degrees or more			
Circuit out - Needs	1 hour	4 hours	7 calendar days
to reset breaker			
Circuit out – Cable	1 hour	24 hours	21 calendar days
trouble			
Outage of 3 or more	1 hour	4 hours	na
successive lights			
Outage (single or	na	na	7 calendar days
multiple) found on			
night outage survey			
or reported to	, ,		
Village			<u> </u>

Service Response Time – amount of time from initial notification to the Contractor until a patrolman physically arrives at the location.

Service Restoration Time – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)

Permanent Repair Time – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the contract.

Basis of Payment. Maintenance of lighting system shall be paid for at the contract unit price per calendar month for each lighting system affected by the work, for MAINTENANCE OF LIGHTING SYSTEM, which shall include all work, materials and equipments necessary to maintain the lighting system as described herein.

SPECIAL PROVISION FOR SIGN PANEL - TYPE AZ REFLECTORIZED SHEETING

Description: This work shall consist of furnishing sign panels, complete with reflectorized sign faces and legends, and installing them on previously erected sign supports, sign structures, traffic signal standards, light standards, concrete surface, telescoping steel sign supports or dual adjustable angle sign support brackets.

Materials: Materials shall be as specified in Table 200-1 and the reflective sheeting shall meet the State of Illinois, Department of Transportation Specification for Prismatic Reflective Sheeting for Highway Signs, T-36-95, Type AZ. In addition, the material shall meet the applicable requirements of T601.01 of the Standard Specifications for Traffic Control Items with the exception that all sign panels shall be at least 0.080 inches thick. All process paste and clear coating, where recommended by the manufacturer shall be in accordance with the sheeting manufacturer's recommendation.

A copy of the State of Illinois, Department of Transportation Specification for the Type AZ Prismatic Reflective Sheeting will be provided by this department upon request.

Installation Requirements: Sign panels shall be installed using all required supporting channels, brackets and mounting hardware in accordance with the details shown in the plans or as directed by the Engineer. Nylon flat washers shall be used and tightened from behind to prevent damage to sign face reflective sheeting.

Following the completion of the sign installation, the protrusion of the 5/16" diameter stainless steel, zinc or cadmium plated steel hex bolt on the back of the installation shall be bent to prohibit its removal.

Method of Measurement: Sign panels shall be measured for payment in square meters (square feet). The area used for measurement shall be the area of the smallest rectangle that will circumscribe each individual sign panel with the exception of the NO PASSING ZONE sign, W14-3, which shall be the actual sign face area.

Basis of Payment: The work shall be paid for at the contract unit price per square meter (square foot) for **SIGN PANEL - TYPE AZ REFLECTORIZED SHEETING**, which price shall include furnishing the sign, complete with required supporting channels, brackets and mounting hardware, installing it on previously erected sign support(s), sign structures, traffic signal standard, light standard, concrete surface, telescoping steel sign support or dual adjustable angle sign support.

July 1, 2002 229 (CC)

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Cook County Highway Department

Traffic Signal Work Special Provision Checklist

USE	DESCRIPTION	PAGE
X	Traffic Signal Work General	1-6
<u> </u>	Construction at Railroad Crossing	7-8
X	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	9
X	Signal Head, Light Emitting Diode	10-16
 X	Traffic Signal Backplate	17
<u> </u>	Illuminated Sign, Light Emitting Diode	18
X	Testin Signal Post Redestrian Pushbuilton Post	
 X	L Steel Meet Arm Assembly and Pole. Steel Combination Mast Arm Assembly and Pole	20-21
	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop	22-23
[;] X	Detector	
	Master Controller	24-25
x	Detector Loop	26-27
X	Video Detection System For Temporary Traffic Signal Installation	28-29
X	Pedestrian Pushbutton	30
x	Conduit	<u>31</u> 32
X.	Unit Duct, Without Cable, In Trench	32
X	Trench and Backfill For Electrical Work	33
X	Electric Cable	34
	Railroad Interconnect Cable	3536
	Fiber Optic Cable	37
X	System Ground and Grounding Cable	38
	Grounding Existing Handhole Frame and Cover	39-40
X	Service Installation, Pole Mount	41-42
	Service Installation, Ground Mount	43
X	Electric Service	44
X	Handhole	45
	Rebuild Existing Handhole, Heavy Duty Handhole, Double Handhole	46-47
X	Concrete Foundation	48
	Modify Existing Type "D" Foundation	49
X	Remove Existing Traffic Signal Equipment	50-53
<u> </u>	Temporary Traffic Signal Installation	54-55
	Maintenance of Existing Traffic Signal Installation	56
<u> </u>	Emergency Vehicle Priority System Relocate Existing Emergency Vehicle Priority System, Detector Unit	57
[Relocate Existing Emergency Vehicle Priority System, Detector Unit	58
	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	59
	Confirmation Beacon System	60-64
	Re-Optimize Traffic Signal System	65-69
	Optimize Traffic Signal System	70
L	Median Removal and Replacement	71
<u> </u>	Sidewalk Removal and Replacement	72-73
L	Relocate Existing Light Standard and Luminaire Complete in Place	74
<u> </u>	City Electric Manholes To Be Adjusted	

Information that has been changed or added from 2004B Special Provision is generally noted with vertical lines in the right outside margin.

CCHDTSSP 2004C Effective March 1, 2004

Special Provision

Traffic Signal Work General

All work and equipment performed and installed under this contract, shall be governed and shall comply to the State of Illinois "Standard Specifications for Road and Bridge Construction" latest edition, herein referred to as the Standard Specifications; the State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition; the "National Electrical Code" latest edition herein referred to as the NEC; the National Electrical Manufacturers Association, herein referred to as NEMA (all publications for traffic control items) latest editions; the International Municipal Signal Association, herein referred to as IMSA "Official Wire & Cable Specifications Manual" latest edition; the Institute of Transportation Engineers, herein referred to as the ITE, Technical Report No.1, "A Standard for Adjustable Face Vehicular Traffic Control Heads"; AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals" and the "Supplemental Specifications" and "Recurring Special Provisions" noted herein.

The following Special Provisions supplement the above specifications, manuals, and code. The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer. In case of conflict with any part or parts of said documents, these Special Provisions shall take precedence and shall govern.

In order to reduce possible vehicular conflicts with fixed objects and avoid public criticism, it is necessary to require that no posts, poles, heads, or controller cabinets be installed until all traffic signal control equipment is brought to and located on the job site.

The construction, installation and/or removal work shall be accomplished at the following intersection(s):

DEVON AVENUE & LIVELY BOULEVARD

Description of Work

The work to be done under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

Control of Traffic Signal Materials

All work shall meet the requirements of the "Standard Specifications for Road and Bridge Construction", except as follows:

In addition to the requirements of the Standard Specifications relating to control of materials, the Contractor shall comply with the following requirements.

The controller and all control equipment shall be of a manufacturer that is approved by this Department. The manufacturer shall have a representative located in the six (6) county Chicago area.

The contractor shall supply samples of all wire and cable, and shall make up and supply samples of each type of cable splice proposed for use in the work for the-Engineer's approval.

CCHDTSSP 2004C Effective March 1, 2004

60

Before any signal equipment, including mast arm assemblies, poles, controller cabinets, all control equipment and signal heads, are delivered to the job site, the Contractor shall obtain and forward to the Engineer a certified, notarized statement from the manufacturer, containing the catalog numbers of the equipment and/or material, guaranteeing that the equipment and/or material, after manufacture, comply in all respects with the requirements of the Specifications and these Special Provisions.

All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within thirty (30) consecutive calendar days after the Contract is awarded, or within fifteen (15) consecutive calendar days after the pre-construction meeting, whichever is first.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements that have been installed on the job will be done at the Contractor's own risk and may be subject to removal and disposal at the Contractor's expense.

The Contractor must submit the following for approval by the Engineer:

- One (1) complete set of manufacturer's descriptive literature, drawings, and specifications of the traffic signal equipment, handholes, junction box, cable, conduit and all associated items that will be installed on the contract.
- Eight (8) complete shop drawings of the mast arm assemblies and poles, showing in detail the fabrication, anchor bolts, and reinforcing materials.
- Eight (8) copies of a letter from the Traffic Signal Contractor listing the manufacturer's name and model numbers of the proposed equipment to be supplied and stating that the proposed equipment meets all Contract requirements. The letter will be reviewed by the Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- All above shall be stamped with the Section Number, Permit Number, or Contract Number and Intersection(s) name(s). IDOT pay code item numbers shall also be included on Federal Contracts. If the above required information is not on each sheet of the above literature or letters, the equipment and material cuts will not be reviewed and shall be returned to the Contractor.
- Exceptions, Deviations and Substitutions. In general, exceptions to and deviations from the
 requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to
 note any deviations from Contract requirements at the time of submittal and to make any requests for
 deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for
 substitutions must demonstrate that the proposed substitution is superior to the material or equipment
 required by the Contract Documents. No exceptions, deviations or substitutions will be permitted
 without the approval of the Engineer.

Traffic Signals - General

The intent of this Section is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

Notification of Intent to Work and Maintenance Transfer

Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of

CCHDTSSP 2004C Effective March 1, 2004

61

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Illinois, Department of Transportation, Division of Highways, Cook County Highway Department, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", shall become the full responsibility of the Contractor. The Contractor shall supply the engineer and the Department's Electrical Maintenance Contractor a 24-hour emergency contact name and telephone number.

When the project has a pay item for "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", the Contractor must notify both the Design Engineer at (312) 603-1730 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.

When the road is open to traffic, except as otherwise provided in Section 850, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Design Engineer at (312) 603-1730 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Department's facsimile number is (312) 603-9956. Upon demonstration that the signals are operating and all work is completed in accordance with the contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of the inspection. The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation.

Projects which call for the storage and re-use of existing traffic signal equipment shall meet the requirements of Article 802.11 of the Standard Specifications, which call for a 30 day test period prior to project acceptance.

Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops do not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Design Engineer at (312) 603-1730 and the Department's Electrical Maintenance Contractor, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. See additional requirements in these specifications under Inductive Loop Detector.

Operation of Existing Traffic Signals

The Contractor is further advised that the existing traffic signal(s), and/or the existing temporary installation(s), must remain in operation during all construction stages except for the most essential down time. Any shutdown of the traffic signal installation(s), for a period to exceed fifteen (15) minutes, must have the prior approval of the Engineer. Such approval will generally only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns will not be allowed during inclement weather or during Holiday periods. Any other traffic signal shutdown, either for periods in excess of one (1) hour or outside of the 10:00 a.m. to 3:00 p.m. weekday period must have prior approval of the Engineer.

CCHDTSSP 2004C Effective March 1, 2004

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The Contractor, prior to the commencement of his work, shall notify the State Electrical Maintenance Contractor, the Cook County Electrical Maintenance Contractor, or the concerned Municipality, of his intent to perform this work.

Location of Underground State and County Maintained Facilities

The Contractor shall be responsible to locate existing IDOT and CCHD electrical facilities prior to performing any work at his/her own expense if this contract includes pay items for "Maintenance of Existing Traffic Signal Installation" and/or "Temporary Traffic Signal Installation." If this contract does not include these pay items, the Contractor may request one free locate for existing IDOT and CCHD electrical facilities from the Electrical Maintenance Contractor(s) prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities the local Counties or Municipalities may need to be contacted, in the City of Chicago contact D.I.G.G.E.R. at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123.

The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department's Electrical Maintenance Contractor may inspect any signalizing device on the Department's highway system at any time without notification.

Damaged Areas, Materials and Paving

All areas and plant material damaged by the installation of Traffic Signal posts, mast arm poles, underground cables or conduits, handholes and control cabinets shall be replaced as follows:

- Grass Areas: Replace top soil to a depth of four (4) inches (100 mm), re-grade shoulders, ditch slopes, and open areas back to former existing grades, fertilize, seed and mulch all damaged areas.
- Sod Areas (areas adjacent to residential, commercial and industrial properties and any other areas as directed by the engineer): Fertilize and re-sod damaged areas.
- Plant Materials: Remove and replace damaged trees, shrubs and vines with the same varieties that existed prior to damage.
- Shoulders other than Stabilized and Backslopes, medians, sidewalks, pavement, etc.: Replace shoulder to original condition and restore edge of backslope to original lines and grades. Medians, sidewalks and pavement shall be replaced in kind.

All damaged landscape shall be replaced in accordance with Section 250 through 254 of the Standard Specifications.

Any damage, due to the installation of traffic signal equipment; or necessary removal at handholes, jacking pits, and inspection openings, of sidewalks, curbs, gutters, median and island paving, and/or pavement, shall be repaired or replaced by the Contractor. Repair or replacement shall be made with a like material of like thickness to the existing surface.

CCHDTSSP 2004C Effective March 1, 2004

Basis of Payment: This work will not be paid for directly but shall be considered as incidental to the contract

Special Tools, Field Tests and Inspection Procedure

Special Tools:

The Contractor shall furnish the Cook County Highway Department with any special tools or wrenches that may be required for assembling or maintaining the control equipment and traffic control signal head assemblies.

Field Tests and Inspection Procedure:

- All control cable, when complete in place but before permanent connection, shall be subject to
 insulation tests at the discretion of the Engineer. The tests shall be made with approved insulation
 resistance testing equipment rated at 500 volts D.C. and witnessed by the Engineer. Results of these
 tests shall be submitted to the Department in written form, bearing the Engineers signature and shall
 become part of the project records. A final inspection of the traffic signal installation shall not be held
 until results of this insulation test have been received.
- All equipment such as new controllers and allied central equipment with the exception of cable, conduit, and other materials which require the use of the State of Illinois Materials Testing Laboratories, shall be built in the suppliers shop and inspected by a representative of this Department prior to the installation of such equipment, and upon approval of this equipment an inspection ticket will be issued to the Contractor by the inspection agency (State of Illinois Material Testing Laboratory or the Cook County Highway Mechanical-Electrical Section). The controller and allied control equipment shall be prepared in the suppliers shop and run under a load of a minimum of 500 watts per phase for at least 48 hours before it is inspected for proper operation and sequencing. After it passes this test an inspection ticket will be issued by the Cook County Highway Mechanical-Electrical Section and sequencing. After it passes this test an inspection ticket will be issued by the Cook County Highway Mechanical-Electrical Section and sequencing. After it passes this test an inspection ticket will be issued by the Cook County Highway Mechanical-Electrical Section representative and it can then be delivered to the job site for installation.
- Upon completion of the installation, a final inspection will be carried out by qualified representatives of the Highway Agencies involved.
- At the final inspection it will be required that the Contractor will have submitted to the Engineer all necessary inspection tickets for all new equipment and materials installed under this Contract. If the Contractor has not obtained the inspection tickets on any portion of the new equipment and materials, the representative of this Department will have the authority to postpone the final inspection until such time as the above has been satisfied. Any postponement of the final inspection for this reason shall not relieve the Contractor of his full maintenance responsibilities until such time as the installation is re-inspected and accepted by the County.
- A knowledgeable representative of the controller equipment supplier shall be required at the
 permanent and temporary traffic signal turn-on. The representative shall be knowledgeable of both
 cabinet design and controller functions and shall have sufficient test and spare equipment to make
 the traffic signal installation operational.
- The Contractor shall, at the turn-on furnish one set of signal plans of record with field revisions marked in red ink to the maintaining agency.
- Notification from the Contractor and the Equipment Vendor of satisfactory field testing.
- A copy of the approved material letter.

CCHDTSSP 2004C Effective March 1, 2004

- One (1) copy of the operation and service manuals of the signal controller and associated control
 equipment.
- Five (5) copies 11" x 17" (280 mm X 430 mm) of the cabinet wiring diagrams.
- The controller manufacturer shall provide a printer at the turn-on to supply a printed form, not to exceed 11" x 17" (280 mm x 430 mm), for recording the traffic signal controller's timings; coordination splits, offsets, cycles; TBC; Time of Day, week and year programs; traffic responsive program, detector phase assignment, type and detector switching; and any other functions programmable from the keyboard. The form shall include a location, date, manufacturers name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal turn-on. If approved, traffic signal acceptance shall be verbal at the turn-on inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

The Contractor must have all electric work completed, the electrical service installation connected by the utility company and equipment field tested by the Vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines the work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected. The Department will not grant a field inspection until written certification is provided from the Contractor stating the equipment has been field tested and the intersection is operating according to Contract requirements.

The Contractor shall be responsible to provide a Police Officer to direct traffic.

The Contractor shall provide a representative from the control Equipment Vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons.

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices under which the subject materials and signal equipment are paid and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements that have been installed on the job will be done at the Contractor's own risk and may be subject to removal and disposal at the Contractor's expense.

All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available from the Department.

All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Design Engineer at (312) 603-1730 to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

If the Contractor fails to comply with any of the aforementioned requirements, the County shall impose such sanctions as it may determine to be appropriate including but not limited to withholding of all payments to the Contractor on this Contract until the provisions of this Special Provision are complied with and/or implementation of Article 108.10 of the Standard Specifications.

65

CCHDTSSP 2004C Effective March 1, 2004

Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head

The installation of a signal head, optically programmed signal head and pedestrian signal head shall meet the applicable requirements of Sections 880, 881 and 1078 of the Standard Specifications, except as follows:

All signal and pedestrian heads shall provide 12" (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signal and/or pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black) or galvanized. A corrosive resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.

All connecting hardware and mounting brackets shall be of the inverted post top mounting (horizontal post top) or with post top mounting collars, with black polycarbonate or galvanized brackets. Aluminum mounting hardware will not be allowed. All metal to metal joints to have anti-seize compound applied. The anti-seize compound shall be visible to the inspector at the signal turn-on. Bracket mounted signal heads shall be mounted with stainless steel bands at both the top and bottom of the head. Signal heads are to be positioned according to the "District 1 Standard Traffic Signal Design Details".

The signal visors that are furnished with a signal head shall be made of the same kind of material as the signal head.

Signal heads shall be positioned according to the "District 1 Standard Traffic Signal Design Details."

A signal head mounted to a signal post or a mast arm pole shall have a minimum clearance of ten (10) feet (3 m) above the pavement. Optically Programmed signal heads used for distance limiting shall have a minimum clearance of twelve (12) feet (3.6 m) above the pavement. These standard mounting heights shall apply unless otherwise specified.

Pedestrian signal head lenses shall be furnished with the international symbolic "Walking Person" and "Upraised Palm". The visor shall be of the tunnel type. Egg crate sun shields are not permitted. The normal mounting height shall be seven (7) feet (2.1 m) above the pavement or sidewalk.

Lamps shall be manufactured by Duratest, Sylvania, or an approved equal.

Basis of Payment: This work will be paid for at the contract unit price EACH for SIGNAL HEAD, OPTICALLY PROGRAMMED SIGNAL HEAD, OR PEDESTRIAN SIGNAL HEAD of the type specified, which price shall be payment in full for furnishing and installing the signal head, optically programmed signal head, or pedestrian signal head complete. If a signal head with both conventional and optically programmed signal faces is required, it will be paid for as a COMBINATION SIGNAL HEAD.

The type specified shall indicate the number of signal faces, the number of signal sections in each signal face and the method of mounting. The sizes of the lenses shall be as indicated on the Plans. For example: SIGNAL HEAD, 1-FACE, 4-SECTION, BRACKET MOUNTED, or PEDESTRIAN SIGNAL HEAD, 1-FACE, BRACKET MOUNTED.

66

Signal Head, Light Emitting Diode

Effective January 1, 2002

1. General:

- 1.1. Signal Head, Light Emitting Diode (LED), 1 Face, (All Section Quantities), (All Mounting Types) shall meet the requirements of Sections 880 and 881 and Articles 1078.01 and 1078.02 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2002, with the following modifications:
- 1.2. All signal and pedestrian heads shall be 12" (300 mm) glossy polycarbonate. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signal and/or pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black) or galvanized. A corrosive resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post-top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.
- 1.3. The optical unit of all traffic signal and pedestrian head sections shall be light emitting diodes (LEDs) instead of incandescent bulbs. Each signal head shall conform fully to the "Interim Purchase Specification of the Institute of Transportation Engineers (ITE) for LED Vehicle Traffic Signal Modules" published July, 1998, or applicable successor ITE specification.
- 1.4. The lens of each signal indication shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating applied to provide abrasion resistance.
- 1.5. Each pedestrian signal LED module shall provide the ability to actuate the outlined upraised hand and the outlined walking person on one 12 inch (300 mm) section. Two (2) sections shall be installed. The top section shall be wired to illuminate only the upraised hand and the bottom section shall be the walking man: "Egg Crate" type sun shields are not permitted. All figures must be a minimum of 9 inches (225 mm) in height and easily identified from a distance of 120 feet (36.6 m).
- 1.6. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 1.7. In the event of a power outage, light output from the LED modules shall cease instantaneously.
- 1.8. In addition to conforming with the requirements for circular LED signal modules, LED arrow indication modules shall meet existing specifications stated in the ITE Standard: "Vehicle Traffic Control Signal Heads," section 9.01. The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs. The LEDs shall be spread evenly across the illuminated portion of the arrow area.
- 1.9. The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects within the first <u>60 months</u> from the date of delivery. LED signal modules which exhibit luminous intensities less than the minimum values specified in Section 4.1.1 of the Interim Purchase Specification of the ITE for LED Vehicle Traffic Signal Modules within the first 60 months of the date of delivery shall be replaced or

CCHDTSSP 2004C Effective March 1, 2004

67

repaired. The manufacturer's written warranty for the LED signal modules shall be dated, signed by an Officer of the company and included in the product submittal to the Department.

1.10. Each module shall consist of an assembly that utilizes LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections.

1.11. The LEDs utilized in the modules shall be AllnGaP technology for red, yellow, Portland orange (pedestrian) and white (pedestrian) indications, and GaN for green indications, and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40°C to +74°C.

1.12. The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more I ED will not result in the loss of the entire module.

2. Electrical

- 2.1. Maximum power consumption for LED modules is per Table 1.
- 2.2. LED modules will have EPA Energy Star compliance ratings, if applicable to that shape, size and color.
- 2.3. The modules shall operate from a 60 HZ ±3 HZ AC line over a voltage ranging from 95 volts to 135 volts. The fluctuations of line voltage shall have no visible effect on the luminous intensity of the indications.
- 2.4. Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
- 2.5. The LED signal module shall have a power factor of 0.90 or greater.
- 2.6. Total harmonic distortion (current and voltage) induced into an AC power line by an LED signal module shall not exceed 20 percent.
- 2.7. The signal module on-board circuitry shall include voltage surge protection to withstand highrepetition noise transients as stated in Section 2.1.6 of NEMA Standard TS-2, 1992.
- 2.8. The LED circuitry shall prevent perceptible flicker to the unaided eye over the voltage range specified above.
- 2.9. All wiring and terminal blocks shall meet the requirements of Section 13.02 of the ITE Publication: Equipment and Material Standards, Chapter 2 (Vehicle Traffic Control Signal Heads).
- 2.10. The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).
- 2.11. When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- 2.12. The modules and associated on-board circuitry must meet Class A emission limits referred in Federal Communications Commission (FCC) Title 47, SubPart B, Section 15 regulations concerning the emission of electronic noise.

3. Photometric Requirements

3.1. The minimum initial luminous intensity values for the modules shall be as stated in Table 2 and/or Table 4 at 25°C.

68

CCHDTSSP 2004C Effective March 1, 2004

- 3.2. The modules shall meet or exceed the illumination values as shown in Table 3 and/or Table 4, throughout the useful life based on normal use in a traffic signal operation over the operating temperature range.
- 3.3. The measured chromaticity coordinates of the modules shall conform to the chromaticity requirements of Table 5, throughout the useful life over the operating temperature range.
- 4. Environmental Requirements
 - 4.1. The LED signal module shall be rated for use in the operating temperature range of -40°C (-40°F) to +74°C (+165°F). The modules shall meet all specifications throughout this range.
 - 4.2. The LED signal module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991 for Type 4 enclosures to protect all internal components.

5. Construction

- 5.1. The LED signal module shall be a single, self-contained device, not requiring on-site assembly for installation. The power supply for the module shall be integral to the unit.
- 5.2. The circuit board and power supply shall be contained inside the module.
- 5.3. The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

6. Materials

- 6.1. Material used for the lens and signal module construction shall conform to ASTM specifications for the materials.
- 6.2. Enclosures containing either the power supply or electronic components of the signal module shall be made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.
- 7. Traffic Signal and Pedestrian LED Module Identification
 - 7.1. Each module shall have the manufacturer's name, trademark, model number, serial number, date of manufacture (month-year), and lot number as identification permanently marked on the back of the module.
 - 7.2. The following operating characteristics shall be permanently marked on the back of the module: rated voltage and rated power in Watts and Volt-Ampere.
 - 7.3. Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be one inch (25.4 mm) in diameter. Additionally, the color shall be written out in ½ in (12.7 mm) letters next to the symbol.
 - 7.4. If a specific mounting orientation is required, each module shall have prominent and permanent marking(s) for correct indexing and orientation within signal housing. The markings shall consist of an up arrow or the word "UP" or "TOP".

CCHDTSSP 2004C Effective March 1, 2004

- 8. Traffic Signal LED Module
 - 8.1. Modules can be manufactured under this specification for the following faces:
 - 12 inch (300 mm) circular. multi-section
 - 12 inch (300 mm) arrow, multi-section
 - 12 inch (300 mm) pedestrian, 2 sections
 - 8.2. The maximum weight of a module shall be 4 lbs. (1.8 kg).
 - 8.3. Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weatherproof after installation and connection.

9. Retrofit Traffic Signal Module

- 9.1. The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superceded in this section.
- 9.2. Retrofit modules can be manufactured under this specification for the following faces:

12 inch (300 mm) circular. multi-section 12 inch (300 mm) arrow, multi-section

- 12 inch (300 mm) pedestrian, 2 sections
- 9.3. The module shall fit into existing traffic signal section housings built to the specifications detailed in ITE Publication: Equipment and Material Standards, Chapter 2 (Vehicle Traffic Control Signal Heads).
- 9.4. Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.
- 9.5. The maximum weight of a Retrofit module shall be 4 lbs. (1.8 kg).
- 9.6. Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
- 9.7. The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.
- 10. Two secured, color coded, 600 V, 20 AWG minimum, jacketed wires, conforming to the National Electric Code, rated for service at +105°C, are to be provided for electrical connection for each LED signal module. Conductors for modules, including Retrofit modules, shall be 39.4 inches (1 m) in length, with quick disconnect terminals attached.
- 11. Lens
 - 11.1. The lens of the module shall be tinted and integral to the unit, convex with a smooth outer surface and made of plastic.
 - 11.2. The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.

CCHDTSSP 2004C Effective March 1, 2004

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- 11.3. The LED signal module lens shall be UV stabilized and shall be capable of withstanding ultraviolet (direct sunlight) exposure for a minimum period of 60 months without exhibiting evidence of deterioration.
- 11.4. The polymeric lens shall have a surface coating or chemical surface treatment to provide front surface abrasion resistance.
- 12. The following specification requirements apply to the 12 inch (300 mm) arrow module only. All general specifications apply unless specifically superceded in this section.
 - 12.1. The arrow module shall meet specifications stated in Section 9.01 of the ITE Publication: Equipment and Material Standards, Chapter 2 (Vehicle Traffic Control Signal Heads) for arrow indications.
 - 12.2. The LEDs shall be spread evenly across the illuminated portion of the arrow area.
- 13. The following specification requirements apply to the 12 inch (300 mm) PV module only. All general specifications apply unless specifically superceded in this section.
 - 13.1. The module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing with out modification to the housing.
 - 13.2. The LEDs shall be spread evenly across the module.

Basis of Payment: This item shall be paid for at the contract unit price EACH for SIGNAL HEAD, LED, of the type specified, which price shall be payment in full for furnishing the equipment described above including signal head, LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition.

The type specified will indicate the number of signal faces, the number of signal sections, and the method of mounting.

Pedestrian head(s) shall be paid for at the contract unit price EACH for PEDESTRIAN SIGNAL HEAD, LED, of the type specified and of the particular kind of material when specified.

The type specified will indicate the number of faces and the method of mounting.

When installed in an existing signal head, this item shall be paid for at the contract unit price EACH for SIGNAL HEAD, LED of the type specified, RETROFIT, which price shall be payment in full for furnishing the equipment described above including LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition.

The type specified will indicate the number of signal faces, the number of signal sections, and the method of mounting.

When installed in an existing signal head, this item shall be paid for at the contract unit price EACH for PEDESTRIAN SIGNAL HEAD, LED, of the type specified, RETROFIT. which price shall be payment in full for furnishing the equipment described above including LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition.

The type specified will indicate the number of faces and the method of mounting.

CCHDTSSP 2004C Effective March 1, 2004

TABLES

<u></u>	Red	,	Yellow		Green	
Temperature	25°C	74°C	25°C	74°C	25°C	74°C
12 inch (300 mm) circular	11	17	22.	25	15	15
12 inch (300 mm) arrow	9	12	10	12	11	11
	Hand-Po	ortland Orange	Person-	White		
Pedestrian Indication	6.2		6.3			

Table 2 Minimum Initial Intensities for Circular Indications (in cd)

	12 inch (300 mm)			
Angle(v,h)	Red	Yellow	Green	
2.5, ±2.5	399	798	798	
2.5, ±7.5	295	589	589	
2.5, ±12.5	166	333	333	
2.5, ±17.5	90	181 .	181	
7.5, ±2.5	266	532	532	
7.5, ±7.5	238	475	475	
7.5, ±12.5	171	342	342	
7.5, ±17.	105	209	209	
7.5, ±22.5	45	90	90	
7.5, ±27.5	19	38	38	
12.5, ±2.5	59	119	119	
12.5, ±7.5	57	114	114	
12.5, ±12.5	52	.105	105	
12.5, ±17.5	40	. 81	81	
12.5, ±22.5	26	52	52	
12.5, ±27.5	19	38	38	
17.5, ±2.5	26	52	52	
17.5, ±7.5	26	52	52	
17.5, ±12.5	26	52	52	
17.5, ±17.5	26	52	52	
17.5, ±22.5	24	48	48	
17.5, ±27.5	19	38	38	

Circular Indica					
	12 inch (300 mm)				
Angle(v,h)	Red	Yellow	Green		
2.5, ±2.5	339	678	678		
2.5, ±7.5	251	501	501		
2.5, ±12.5	141	283	283		
2.5, ±17.5	77	154	154		
7.5, ±2.5	226	452	452		
7.5, ±7.5	202	404	404		
7.5, ±12.5	145	291	291		
7.5, ±17.	89	178	178		
7.5, ±22.5	38	77	77		
7.5, ±27.5	16	32	32		
12.5, ±2.5	50	101	101		
12.5, ±7.5	48	97	97		
12.5, ±12.5	44	89	89		
12.5, ±17.5	34	69	69		
12.5, ±22.5	22	44	44		
12.5, ±27.5	16	32	32		
17.5, ±2.5	22	44	44		
17.5, ±7.5	22	44	44		
17.5, ±12.5	22	44	44		
17.5, ±17.5	22	44	44		
17.5, ±22.5	20	41	41		
17.5, ±27.5	16	32	32		

Table 3 Maintained Minimum Intensities for Circular Indications (in cd)

Table 4 Minimum Initial & Maintained Intensities for

 Arrow and Pedestrian Indic 	ations (in co/mz)	
· · · ·	Red	Yellow	Green
Arrow Indication	5,500	11,000	11,000

Table 5 Chromaticity Standards (CIE Chart) Section 8.04 of

Red	Y: not greater than 0.308, or less than 0.998 - x
Yellow	Y: not less than 0.411, nor less than 0.995 - x,
Green	Y: Not less than 0.506 - 519x, nor less than
	0.150 + 1.068x, nor more than 0.730 - x

CCHDTSSP 2004C Effective March 1, 2004

Special Provision

Traffic Signal Backplate

The furnishing and installation of this item shall meet the requirements of Section 882.04 and 1078.03 of the Standard Specifications, except as follows:

Backplates are to be aluminum and louvered with a minimum thickness of 0.05 inch (1.3 mm).

The surface of the backplate shall provide openings (louvers) to allow wind to penetrate and thereby reduce the wind loading on the mast arm and pole. The louver openings shall cover a minimum of twenty (20) percent of the surface area of the backplate. The louvers shall be designed not to deter the purpose of the backplate, which is to shield the signal lens from sunlight. The louvers shall be spaced symmetrically on the backplate in such a way as not to adversely affect its structural integrity.

When more than one backplate is mounted on a pole or post, their louvered symmetry shall be the same.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price EACH for TRAFFIC SIGNAL BACKPLATE, LOUVERED, ALUMINUM, which price shall be payment in full for furnishing and installing the traffic signal backplate complete.

Traffic Signal Post Pedestrian Pushbutton Post

The furnishing and installation of this item shall meet the requirements of Sections 875, 876, 1077.01 and 1077.02 of the Standard Specifications, except as follows:

All posts, bases, and related mounting hardware shall be hot-dipped galvanized in accordance with AASHTO M 111. A magnetic field tester may be utilized at any time to determine the thickness of galvanization. Average galvanization thickness shall be 2.0 oz. per square foot and minimum thickness shall be 1.8 oz. per square foot. The Contractor shall use a fabric post tightener to attach the post to the base. If the galvanization on the post is removed using a chain post tightener exposing bare metal, the post shall be rejected and replaced with a new post.

If the Department approves painting, powder coating by the manufacturer will be required over the galvanization.

If the fabricator elects to cut and thread the post after the galvanization process, the bare metal shall immediately be cleaned to remove all cutting solvents and oils, then sprayed with two (2) coats of "Brite Zinc" galvanized compound manufactured by Brite Products, or an approved equal. Any scratches shall be repaired with "Brite Zinc". If the Department approves painting, powder coating by the manufacturer will be required over the galvanizing.

Bases shall be cast iron and octagonal in shape, approximately 15 inches (375 mm) high and 16 inches (400 mm) across the flat sides at the bottom. All bases shall be designed to accept four (4) 5/8" (15.6 mm) diameter anchor bolts evenly spaced in a 12-1/2" (312 mm) diameter circle.

Welded extensions onto the post shall not be permitted.

Posts are to erected plumb and no shims are allowed between the bottom of the base and the foundation.

Basis of Payment: This work will be paid for at the contract unit price EACH for TRAFFIC SIGNAL POST, GALVANIZED STEEL, of the length specified or PEDESTRIAN PUSH-BUTTON POST, GALVANIZED STEEL, TYPE I or TYPE II, which price shall be payment in full for furnishing and installing the traffic signal post, base, foundation for pedestrian post, nuts and washers, and pipe cap complete.

Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole

The furnishing and installation of a steel mast arm assembly and pole and/or steel combination mast arm assembly and pole shall meet the requirements of Section 877 and 1077.03 of the Standard Specifications, Plans, and the Standard Drawings for Mast Arm Assembly and Pole, except as follows:

If the Department approves painting, powder coating by the manufacturer will be required over the galvanization.

Prior to the final acceptance of any steel mast arm assembly and pole and/or steel combination mast arm assembly and pole, the Contractor must furnish to the Engineer a certified, notarized mill analysis of the material used in the steel mast arm assembly and pole and/or steel combination mast arm assembly and pole complete including any other requirements in the Special Provision or Specifications.

The steel mast arm assembly and pole and/or steel combination mast arm assembly and pole furnished shall conform to the following bolt circles. The base of a pole with a mast arm assembly of 16 feet (4.87 m) to 20 feet (6.10 m) in length must fit on a fifteen-inch (380 mm) diameter bolt circle. The base of a pole with a mast arm assembly of 22 feet (6.71 m) to 40 feet (12.20 m) in length must fit on an eighteen-inch (450 mm) diameter bolt circle. The base of a pole with a mast arm assembly of 42 feet (12.80 m) to 55 feet (16.80 m) in length must fit on an twenty one-inch (535 mm) diameter bolt circle. The Anchor Rod size shall refer to the STANDARD 877001-01, 877006-01 or 877011-01. The manufacturer will be allowed to slot the base plate in which other bolt circles may fit, providing that these slots do not affect the integrity of the pole. The traffic signal mast arms shall be of one-piece construction, unless otherwise approved by the Engineer.

All bolts on the mast arm assembly and pole and foundation to have a minimum exposure of at least one thread outside the nut when fully tightened.

The components of a steel mast arm assembly and pole and/or steel combination mast arm assembly and pole shall be assembled and erected in accordance with the details shown on the plans. The pole shall be erected vertically on a concrete foundation. The Contractor shall furnish and install leveling and locking nuts and required washers for mounting and plumbing the pole on the anchor bolts. Prior to the approval of the installation, the Contractor shall brush or spray on two (2) coats of "Brite Zinc" galvanized compound to any scratched areas. The pole shall be grounded to a ground rod in accordance with the details shown on the plans.

The base of the mast arm pole shall be protected by a galvanized steel or extruded aluminum shroud for protection of the mast arm pole base plate similar to the dimensions detailed in the "District 1 Standard Traffic Signal Design Details.' The shroud shall be of sufficient strength to deter pedestrian and vehicular damage. The shroud shall allow air to circulate throughout the mast arm but not allow manifestation of insects or critters. The shroud shall be constructed, installed and designed not to be hazardous to probing fingers and feet. All mounting hardware shall be stainless steel. The Shroud shall not be paid for separately but shall incidental to the cost of the mast arm assembly and pole.

The steel mast arm assembly and pole and/or steel combination mast arm assembly and pole shall be designed to support one 80 pound (36 kg) signal with a projected area of 14.7 square feet (1.37 m²) at the free end of the mast arm, one 80-pound (36 kg) signal with a projected area of 14.7 square feet (1.37 m²), 12 feet (3.6 m) inward (or as shown on the plans), another, one 80-pound (36 kg) signal with a projected area of 14.7 square feet (1.37 m²), 12 feet (3.6 m) inward (for arms 36 feet 10.97 m or longer or as shown on the plans) on the mast arm and one 125-pound (56 kg) signal with a projected area of 7.6 square feet (0.71 m²) mounted 12 feet (3.6 m) high on the shaft or one 160-pound (72 kg) signal with a projected area of 7.6 square feet (0.71 m²) mounted 12 feet (3.6 m) high on the shaft of dual mast arms and one 55-pound (25 kg) luminaire with a projected area of 1.6 square feet (0.15 m²) at the end of the luminaire arm

56

CCHDTSSP 2004C Effective March 1, 2004

and one 9.9 pound (4.5 kg) camera or detector with a projected area of 1 square feet (0.09 m²) at the end of truss type luminaire mast arm, or the signal, camera detector and luminaire loading shown on the plans, whichever is greater, based on a 80 mile per hour (130 km/h) wind velocity plus 30 percent gust factor.

In addition to the signal loading, the steel mast arm assembly and pole, and/or steel combination mast arm assembly and pole shall be structurally adequate to support a maximum of two (2) sign panels 30" x 72" (750 mm x 1,800 mm) in size mounted back to back and one (1) sign panels 30" x 24" (750 mm x 600 mm) in size mounted from 3 feet (900 mm) from end of the mast arm. The actual size and number of the sign panel(s) to be furnished and installed and the details of mounting shall be as shown on the plan sheet "Mast Arm Mounted Street Name Signs".

Signs attached to poles or posts (such as mast arm signs) shall have mounting brackets and sign channels which are equal to and completely interchangeable with those used by the Department. Signfix Aluminum Channel Framing System is currently recommended, but other brands of mounting hardware are acceptable based upon the Department's approval.

Basis of Payment: This work will be paid for at the contract unit price EACH for STEEL MAST ARM ASSEMBLY AND POLE, and/or STEEL COMBINATION MAST ARM ASSEMBLY AND POLE of the size(s) specified which price shall be payment in full for furnishing and installing the steel mast arm assembly and pole and/or steel combination mast arm assembly and pole, anchor bolts, nuts, washers, and connected to a ground rod as shown on the Standard, complete.

Traffic Actuated Controller Traffic Actuated Controller with Cabinet Inductive Loop Detector

The furnishing and installation of a traffic actuated controller and an inductive loop detector shall meet the requirements of Section 857, 885, 1074.03 and 1079.01 of the Standard Specifications, except as revised with this Special Provision.

The new and/or temporary controller and all control equipment shall be of a manufacturer that is approved by this Department. The manufacturer shall have a representative located in the six (6) county Chicago area. The Controller shall be NEMA TS2 type 1 Econolite ASC/2S-1000 or Eagle M41 unless specified otherwise on the plans or elsewhere on these specifications. The controller shall be the most recent model and software version supplied by the manufacturer at the time of the approval. The traffic signal controller shall provide features to inhibit simultaneous display of a circular yellow ball and a yellow arrow display. Individual load switches shall be provided for each vehicle, pedestrian, and right turn over lap phase.

The malfunction monitor unit shall be an EDI Model MMU-16E or equivalent.

Contracts requiring new cabinets shall provide for rack mounted detector amplifiers. Loop amplifiers shall be provided with LCD displays with loop frequency, inductance and change of inductance readings. When calling detectors are called for on the plans, the amplifier shall have the capability of providing vehicle calls to a particular phase when that phase is not in use.

The cabinet shall provide a minimum of sixteen (16) pre-wired load bays for eight (8) phases of vehicular, four (4) phases of pedestrian and four (4) phases of overlap operation and pedestrian pushbutton isolation. Isolation cards will be required for all pedestrian pushbuttons.

- Cabinets Provide 1/8" (3.2 mm) thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.
- Controller Harness Provide a TS2 Type 2 "A" wired harness in addition to the TS2 Type 1 harness.
- Surge Protection EDCO Model 1210 IRS with failure indicator.
- BIU Containment screw required.
- Transfer Relays Solid state or mechanical flash relays are acceptable.
- Switch Guards All switches shall be guarded.
- The controller cabinet must have two (2) porcelain light fixtures with cage protection controlled by a separate toggle switch, and a thermostat.
- Plan & Wiring Diagrams 12" x 16" (305 mm x 406 mm) moisture sealed container attached to door.
- Detector Racks Fully wired and labeled for four (4) channels of emergency vehicle preemption and sixteen channel (16) of vehicular operation.
- Field Wiring Labels All field wiring shall be labeled.
- Field Wiring Termination Approved channel lugs required.
- Power Panel Provide a nonconductive shield.
- Circuit Breaker The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 amps.
- Police Door Provide wiring and termination for plug in manual phase advance switch.
- Railroad Pre-Emption Test Switch Eaton 8830K13 SHA 1250 or equivalent.

Controller and cabinet interconnected with railroads shall be NEMA TS2 type 1. In addition to the aforementioned equipment specifications, the following shall apply to railroad interconnected equipment:

- Railroad interconnected controllers and cabinets shall be supplied and assembled only by an approved IDOT District One closed loop traffic signal equipment manufacturer supplier. The equipment shall be tested and approved in the equipment supplier's IDOT District One facility prior to field installation.
- Pedestrian clearance during railroad pre-emption will be limited to a flashing don't walk interval equal in length to the vehicle yellow clearance interval and shall time concurrently with the vehicle yellow clearance interval.
- The controller shall provide for immediate track clearance green re-service upon receipt of each subsequent pre-empt demand. During this re-service all normal vehicle clearance intervals, including red revert, will be respected.
- Terminal facility shall be wired so as to provide supervision of all essential pre-emption components. This wiring shall cause the facility to transfer to or remain in flashing operation in the event any critical component is missing, not connected or failed. Interface relays shall be wired so as to be in the energized state during normal (non pre-empt) operation. Failure of a relay coil shall open the supervision loop and cause the intersection to transfer to flashing operation. Each critical element such as controller harnesses and interface relays shall be wired to form a series loop which must be complete for normal operation.
- A method of supervising the three (3) conductor cable interconnecting the traffic and railroad facilities shall provide flashing operation during failed cable conditions. Upon detection of a failed railroad interconnect the controller shall provide one (1) track clearance green interval and shall enter flashing operation at the end of track clearance yellow interval. Such flashing operation must be manually reset. The supervision circuit shall, within reason, be capable of detecting failure of the supervision circuit components themselves, and shall provide fail-safe operation upon such failure.
- Interconnect to railroad facility shall be such that demand for pre-emption begins when the railroad flashers begin to flash and ends when the railroad gates begin to rise.
- An IDOT approved method of controller security shall be implemented to assure data integrity and to
 preclude changes to critical data. The method shall include a means for the controller to continuously
 verify controller/cabinet CRC match. The CRC will be developed based on pre-emptor entries, unit
 data (including phases in use, sequence and ring structure, etc.), overlap assignment and timing,
 firmware version, and any special memory content necessary to proper operation. Where data is
 stored in a data module a spare data module shall be provided to the Engineer.

Basis of Payment: This work will be paid for at the contract unit price EACH for INDUCTIVE LOOP DETECTOR, and/or FULL-ACTUATED CONTROLLER AND CABINET (if required) of the type specified; which price shall be payment in full for furnishing and installing the inductive loop detector complete with all harnesses and connections for proper operation, and/or for furnishing and installing the controller complete, including malfunction monitor unit, load switches, flashers, flash transfer relays, etc. in a new cabinet or an existing cabinet as specified, with the necessary connections for proper operation.

CCHDTSSP 2004C Effective March 1, 2004

Detector Loop

This work shall consist of furnishing and installing detector loop in accordance with the requirements of Section 886 of the Standard Specifications, except as follows:

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the CCHD Design Engineer at (312) 603-1730 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the portland cement concrete surface, using the same notification process as above.

Each loop lead-in shall be placed in a separate conduit from edge of pavement to handhole. Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details". Saw-cuts (homerun on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plans. Spacing between the lead-ins (holes drilled in the pavement) shall not be less than one (1) foot (300 mm) and shall be located one (1) foot (300 mm) from the edge of pavement. Loop lead-in wires should be twisted to provide a minimum of five (5) turns per foot (fifteen [15] turns per meter) from the loop to the splice.

The cable splice connection of the detector loop and the lead-in cable to the controller shall conform to Section 873 of the Standard Specifications or the requirements set forth in the "District 1 Standard Traffic Signal Design Details".

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C water proof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole shall be incidental to the price of the detector loop.

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

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be greater than 5.

Type 1:

- All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" (6.3 mm) x 4" (100 mm) long sawcut to mark the location of each loop lead-in.
- Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Perol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 1/8" (3 mm) below the pavement surface, if installed above the surface the overlap shall be removed immediately.
- Detector loop measurements shall include the sawcut and the length of the loop lead-in leading to the
 edge of pavement. The lead-in wire, including all necessary connections for proper operations, from
 the edge of pavement to the handhole, shall be incidental to the price of the detector loop. Unit duct,
 trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop
 quantities.

80

CCHDTSSP 2004C Effective March 1, 2004

 The corners of all loops shall be core drilled with a two (2) inch (50 mm) bit. All joints and cracks in the pavement that the loop crosses must be core drilled.

Preformed:

- This work shall consist of furnishing and installing a rubberized heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
- Preformed detector loops shall be installed in new pavement constructed of portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be protected to the satisfaction of the Engineer.
- Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole.
- Preformed detector loops shall be factory assembled. Homeruns and interconnects shall be prewired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 17.2 mm (11/16") outside diameter (minimum), 9.5 mm (3/8") inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 1,720 kPa (250 psi) internal pressure rating. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire.

Six foot (1.8 m) round loop(s) may be substituted for six foot (1.8 m) by six foot (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Basis of Payment: This work will be paid for at the contract unit price per FOOT (METER) of DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP, as specified in the plans, which price shall be payment in full and for furnishing, installing and testing the Detector Loop and all related connections for proper operation.

81

CCHDTSSP 2004C Effective March 1, 2004

Video Detection System For Temporary Traffic Signal Installation

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using only video images of vehicle traffic. In addition to the requirements described below, the video detection system shall meet or exceed the specifications of the Autoscope or the Iteris Vantage Plus systems.

1) General

a) System Hardware

The video detection system shall consist of one to six video cameras, a video detection processor (VDP) capable of processing from one to six video sources, and a pointing device.

b) System Software

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on board video menu and a pointing device to place the zones on a video image. Up to 144 detection zones shall be available.

- 2) Functional Capabilities
- a) The VDP shall process video from up to 6 video sources simultaneously. The sources can be video cameras or S-VHS video tape players. The video shall be input to the VDP in R5170 format and shall be digitized and analyzed in real time. A separate microprocessor for each video input shall be used.
- b) The VDP shall detect the presence of vehicles in up to 24 detection zones per camera. A detection zone shall be approximately the width and length of one car.
- c) Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of the detection zones guickly and easily.
- d) The VDP shall store up to three different detection zone patterns. The VDP can switch to any one of the three different detection patterns within 1 second of user request via menu selection with the pointing device.
- e) The VDP shall detect vehicles in real time as they travel across each detection zone.
- f) The VDP shall have an RS232 port for communications with an external computer. The VDP R5232 port shall be multi-drop capable.
- g) The VDP shall accept new detection patterns from an external computer through the RS232 port when the external computer uses the correct communications protocol for downloading detection patterns.
- h) The VDP shall send its detection patterns to an external computer through the RS-232 port when requested when the external computer uses the correct communications protocol for uploading detection patterns.

CCHDTSSP 2004C Effective March 1, 2004

3) Vehicle Detection

- a) Up to 144 detection zones shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.
- b) Detection zones shall be capable of being Or'ed or ANDed together to indicate vehicle presence on a single detector output channel.
- c) Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the YDP and displayed on a video monitor, to draw the detection zones on the video image from each video camera.
- d) Up to 3 detection zone patterns shall be saved for each camera within the VDP memory and this memory shall prevent loss during power outages.
- e) The selection of the detection zone pattern for current use shall be done through a menu. It shall be possible to activate a detection zone pattern from VDP memory and have that detection zone pattern available within 1 second of activation.
- f) When a vehicle is detected crossing a detection zone, the comers of the detection zone will flash on the video overlay display to confirm the detection of the vehicle.
- g) Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality. See section 5.12 for recommended camera placement.
- h) The VDP shall provide 32 channels of detection through either a NEMA TS 1 port or a NEMA TS2 port.
- The VDP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The VDP shall output a constant call on any detector channel corresponding to a zone being modified.
- j) Detection zones shall be directional to reduce false detection from objects traveling in directions other than the desired direction of travel in the detection area.
- be entered into the system.
- I) Detection zone setup shall not require temporal information such as date and time.
- m) The VDP shall process the video input from each camera using a separate microprocessor at 30 frames per second.
- n) The VDP shall output a constant call for each enabled detector output channel if a loss of video signal occurs. The VDP shall output a constant call during the background learning period.

83

Basis of Payment: Payment in full for furnishing, installing and setting up the video detection system, with necessary connections and programming for proper operation shall be included in the pay item for TEMPORARY TRAFFIC SIGNAL INSTALLATION.

Special Provision

Pedestrian Pushbutton

The installation of a Pedestrian Pushbutton shall meet Section 888 and 1074.02 of the Specifications except as revised with this Special Provision.

This item shall consist of furnishing and installing a Pelco Pedestrian Pushbutton Station of cast aluminum alloy or an approved equal.

The assembly shall provide ADA pushbuttons with one of the following signs: SF-1017, SF-1018 or SF-1020 (5" x 7 3/4" [127 mm x 197 mm]).

Basis of Payment: This work shall be paid for at the contract unit price EACH for PEDESTRIAN PUSH-BUTTON, which price shall be payment in full for furnishing and installing the pushbutton assembly complete.

84

Special Provision

Conduit

The installation of a conduit shall meet the requirements of Sections 810 of the Standard Specifications, except as revised with this Special Provision.

Pavement, driveways, and curbs shall not be removed to install electrical conduits.

All conduit installed underground shall have a minimum depth of two feet six inches (2'-6" [760 mm]) except under railroad tracks where the conduit shall be a minimum of five feet (5' [1.52 m]) as measured to the outside diameter of the conduit on the top side.

All conduit splices shall be solid threaded couplings. Conduit terminating in junction and pull boxes shall be terminated with hubs, integral box hubs, or integral box bosses.

Directional boring or plowing will be allowed in place of trenched and backfilled or pushed conduit, but no additional compensation will be allowed.

All conduit attached to a structure shall have a minimum of one (1) expansion joint placed within the length of the attached conduit. At each end of the structure the Contractor shall install a weatherproof galvanized cast iron box with a minimum size of 8" (200 mm) x 8" (200 mm) x 6" (150 mm) deep. The installation of these two (2) boxes and any required expansion joints shall be considered incidental to the unit price for conduit attached to structure.

Basis of Payment: This work will be paid for at the contract unit price per FOOT (METER) for CONDUIT of the type and size specified, which price shall be payment in full for furnishing and installing the conduit and fittings complete. Trench and Backfill will be paid for separately.

85

Unit Duct, Without Cable, in Trench

This work shall consist of furnishing and installing unit duct, without cable, in trench of the type and size specified. The installation of a duct shall meet all applicable requirements of the Standard Specifications of Section 810. All installation of unit duct shall be incidental to the contract and not paid for separately. Polyethylene unit duct shall be used for all detector loop raceways to handholes. All duct shall be placed a minimum depth of 30 inches (750 mm) or as shown on the contract plans or standard details.

The duct shall be a plastic duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The duct and its manufacture shall conform to the standards of NEMA Publication TC7, ASTM Standard Specifications D3485 and NEC article 343.

On temporary traffic signal installations with detector loops, polyethylene unit duct shall be used for detector loop raceways from the saw-cut to 10 feet (3 m) up the wood pole, unless otherwise shown on the plans.

Material: The duct shall be manufactured from high density polyethylene complying with ASTM D1248, Type III, Class C and the requirements listed in Table 2-1 of NEMA TC7. Submittal information shall demonstrate compliance with the details of these requirements.

Construction: Duct dimensions shall conform to the standards listed in Table 2-2 of NEMA TC7. Submittal information shall demonstrate compliance with these requirements.

As specified in NEMA TC7, the duct shall be clearly and durably marked at least every 10 feet (3 meters) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

Freeze-up Test: A ten foot length of the duct bent into an upright "U" shape shall be filled with water and then placed in a low temperature cabinet and maintained at -20 degrees C for 24 hours. The duct shall not crack or burst during the test.

Compression Test: The test shall be conducted on a six inch (150 mm) sample of the duct. Samples are placed between six inch (150 mm) plates and compressed at the rate of one-half inch (12.5 mm) per minute until the distance between the plates is reduced by 50%, recording the load required to compress the duct. The samples are then removed and allowed to stand for exactly 5 minutes. The load required to compress the sample shall be equal to or greater than that listed below and the duct shall have returned to nor less than 85% of its original diameter at the end of the 5 minutes.

Nomin	Load	
¾ inch.	20 mm	122 lbs.
1 inch.	25 mm	167 lbs.
1 ¼ inch.	30 mm	243 lbs.
1 ½ inch.	40 mm	297 lbs.
2 inch.	50 mm	387 lbs.

Tests: All of the tests referred to above and the applicable tests in the cited ASTM Standards shall be performed on the duct at the manufacturer's plant and certified copies of the reports of the results of these tests shall be submitted to the Engineer prior to the installation of the duct.

CCHDTSSP 2004C Effective March 1, 2004

32

Trench and Backfill for Electrical Work

The constructing and backfilling of a trench shall meet the requirements of Section 815 of the Standard Specifications, except as follows:

The Trench shall not be less than two (2) feet six (6) inches (760 mm) in depth.

All trenches shall be backfilled as soon as possible after the installation of the conduit or cable. Any material excavated from the trenches, that in the opinion of the Engineer is satisfactory backfilling material, may be used for backfilling of trenches. Cinders, rocks or other deleterious materials will not be permitted in the backfilling material. Trenches under pavement, paved shoulders, curb, gutter, or sidewalk shall be backfilled with sand or stone screenings.

Basis of Payment: This work will be paid for at the contract unit price per FOOT (METER), measured in place, for TRENCH AND BACKFILL FOR ELECTRICAL WORK, which price shall include the cost of all excavation, furnishing and placing all backfill material, and the disposal of surplus excavations.

CCHDTSSP 2004C Effective March 1, 2004

87

Electric Cable

The installation of an electric cable shall meet the requirements of Section 873 and 1076.04 of the Standard Specifications, except as follows:

The jacket for electric cable in this contract shall be of the polyvinyl chloride type meeting the requirements of IMSA 19-1. (Traffic signal cable shall be solid copper No. 14 unless otherwise specified in the plans or these Special Provisions). No other type of jacket will be allowed, except as follows:

The service cable may have a XLP jacket.

Communications and lead-in cable shall have a gray or chrome jacket.

Electric cable sized No. 12 AWG and smaller shall be solid.

Location	Cable	Slack	Location	Vertical Slack	
Handhole	6.5 ft.	·2 m	All Foundations	3.5 ft.	1.1 m
Double Handhole	13 ft.	4 m	Mast Arm Length to Signal = L	20 + L ft.	6.1 + L m
Signal Post	2.fl.	0.6 m	Bracket Mounted	13 ft.	4 m
Controller cabinet	1 ft.	0.3 m	Ped. Pushbutton	4 ft.	1.2 m
Fiber Optic	13 ft.	4 m	Electric Service	13.5 ft.	4.1 m
Electric Service	1 ft.	0.3 m	Service to Ground	13.5 ft.	4.1 m
Ground Cable	1 ft.	0.3 m	Post Mounted	6 ft.	1.8 m

The length of cable slack shall be in accordance with the following schedule:

The cable splice connection of the detector loop and the lead-in cable to the controller shall conform to Section 873 of the Standard Specifications or to the requirements set forth in the "District 1 Standard Traffic Signal Design Details ".

Heat shrink splices shall be used according to "District 1 Standard Traffic Signal Design Details".

Basis of Payment: This work will be paid for at the contract unit price per FOOT (METER) for ELECTRIC CABLE of the type, size and number of conductors as specified, which price shall be payment in full for furnishing the material and making all electrical connections and installing the cable complete, measured as specified.

System Ground and Grounding Cable

System Ground: Grounding of all traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the National Electrical Code and Article 807 of the Standard Specifications. See IDOT District 1 traffic signal detail plan.

The grounding electrode system shall include a ground rod installed with each traffic signal controller concrete foundation and all mast arm and post concrete foundations. An additional ground rod will be required at locations were measured resistance exceeds 25 ohms. Ground rods are included in the applicable foundation paid item and will not be paid for separately. All steel ground rods shall be copper clad, a minimum of 10' (3.0 m), and $\frac{3}{2}$ " (20mm) in diameter.

Testing shall be according to Section 801.11.

- a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.
- b) The equipment grounding conductor shall be green color coded. The following is in addition to Section 801.14 of the Standard Specifications.
 - Equipment grounding conductors shall be XLP insulated No.6 gauge copper, unless otherwise noted on the plans, and bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
 - 2) Equipment grounding conductors shall be bonded, using a listed grounded connector (Burndy type KC/K2C, as applicable or approved equal), to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. A listed electrical joint compound shall be applied to all conductors terminations, connector threads and contact points. Bonding to existing handhole frames and covers shall be paid for separately.
 - 3) All metallic and non-metallic raceways containing traffic signal circuit runs shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment grounding conductor.
- c) The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is used to connect the ground rod to the equipment grounding conductor and is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, listed pressure connectors, listed clamps or other approved listed means.

GROUNDING CABLE

The cable shall meet the requirements of Section 817 of the "Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per FOOT (METER) for ELECTRIC CABLE IN CONDUIT, GROUNDING NO. 6, 1C, which price shall be payment in full for furnishing labor and material including grounding clamps, cable and hardware. All ground rods shall be incidental to the cost of associated items for Concrete Foundations, Service Installation and Concrete Handholes.

89

CCHDTSSP 2004C Effective March 1, 2004

Service Installation Pole Mount

The installation of a service installation shall meet the requirements of Section 805 of the Standard Specifications, except as follows:

All installations shall meet the requirements of the details in the "District 1 Standard Traffic Signal Design Details" and applicable portions of the Specifications.

Materials:

- 1. General. The completed control panel shall be constructed in accordance with UL Std. 508, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.
- 2. The cabinet shall be UL 50, NEMA Type 4X, unfinished single door design, fabricated from minimum 0.080-inch (2.03 mm) thick Type 5052 H-32 aluminum. Seams shall be continuous welded and ground smooth. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 14-inches (350 mm) high, 9-inches (225 mm) wide and 8-inches (200 mm) in depth is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the manufacturer.
- Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120 volt load circuit by the means MOV and thermal fusing technology. The response time shall be <5n seconds and operate within a range of -40C to +85C. The surge protector shall be UL 1449 Listed.

4. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, otherwise noted on the plans, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.

5. Fuses, Fuseholders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600 V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.

6. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.

7. The Contractor shall notify the Commonwealth Edison Markeling Representative a minimum of 30 working days prior to the anticipated date of hook-up. This 30 day advance notification will begin only after the Commonwealth Edison Marketing Representative has received service charge payments from the Contractor. Prior to contacting the Commonwealth Edison marketing

CCHDTSSP 2004C Effective March 1, 2004

representative for service connection, the service installation controller cabinet and cable must be installed for inspection by Commonwealth Edison.

8. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 10' (3.0 meters) in length, and 3/4" (20 mm) in diameter. Ground rod resistance measurements to ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

Installation:

- General. The Contractor shall confirm the orientation of the traffic service installation and its door side with the engineer, prior to installation. All conduit entrances into the service installation shall be sealed with a pliable waterproof material.
- 2. Brackets designed for pole mounting shall be used. All mounting hardware shall be stainless steel. Mounting height shall be as noted on the plans or as directed by the Engineer.

The Commonwealth Edison Marketing Representative for this project is:

Mr. MS. JUDITH SCHOMER

Telephone: 630-691-4407

Basis of Payment: This work will be paid for at the contract unit price EACH for SERVICE INSTALLATION, POLE MOUNT, which shall be payment in full for furnishing and installing the service installation complete. SERVICE INSTALLATION, POLE MOUNT shall include the 3/4" (20 mm) grounding conduit, ground rod, and pole mount assembly. Any charges by the utility company to provide electrical services to the service installation will be paid for in accordance with Article 109.05 of the Standard Specifications.

Special Provision

Electrical Service

The Commonwealth Edison Company or Division of Commonwealth Edison Company shall provide and install all necessary cable, switchgear and transformers on the power pole to be used for the service to the control cabinet as called for on the plans; provide service drops, install rigid steel or fibre portion of the pole riser (rigid steel or fibre conduit and fittings to be furnished by the Contractor); connect service drops to cable brought to service pole by Contractor. Where transformer manholes are used, electrical service shall be as called for on the plans.

The Cook County Highway Department has contacted the power company and secured the location and cost of electrical facilities. It will be the responsibility of the Electrical Contractor to contact the power company, request and consummate the agreement for these facilities as described herein and at locations as shown on the plans.

Basis of Payment: This work will be paid for at the LUMP SUM price for ELECTRIC SERVICE which work shall include all labor, materials, equipment, tools and incidentals necessary to complete the work as specified herein and as shown on the plans. The Commonwealth Edison Company or Division thereof shall bill the Electrical Contractor direct, for all costs incurred as a result of work done under this Special Provision for which a Lump Sum price of \$500.00 has been included in the Schedule of Prices.

The above figure includes the standard five (5) percent handling charge for the first \$10,000.00 and one (1) percent (%) for any amount greater than \$10,000.00.

Handhole

The installation of a handhole shall meet the requirements of Section 814 of the Standard Specifications, except as follows:

All concrete handholes are to be cast in place against undisturbed earth. No pre-cast concrete handholes will be accepted.

The handholes shall have an inside dimension of 21-1/2" (549 mm) minimum. Frames and lid openings shall match this dimension.

The cover of the handhole shall be labeled "TRAFFIC SIGNALS" with legible raised letters.

All conduits will enter the handhole at a depth of 30" (760 mm) except for the conduits between the curb and handhole for detector loops when the handhole is less than five (5) feet (1.52 m) from the detector loop.

All cable hooks are to be hot dipped galvanized in accordance with AASHTO Specification M111.

For grounding purposes the handhole frame shall have provisions for a 7/16" (15.875 mm) diameter stainless bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole frame and cover.

The minimum wall thickness for heavy duty hand holes shall be 12 inches (300 mm).

Steel cable hooks shall be coated with hot-dipped galvanization in accordance with AASHTO Specification M111. Hooks shall be a minimum of 3/8" 9.525 mm (9.525 mm) diameter and extend into the handhole at least 6 inches (150 mm). Hooks shall be placed a minimum of 12 inches (300 mm) below the lid or lower if additional space is required.

The French drain shall be constructed of crushed stone or gravel, Gradation CA 5 or CA 7, and according to Section 601 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price EACH for HANDHOLE, HEAVY-DUTY HANDHOLE, or DOUBLE HANDHOLE, which price shall be payment in full for all necessary excavating, backfilling, disposal of unsuitable materials, and furnishing all materials within the limits of the handhole.

Concrete Foundation

The installation of a concrete foundation shall meet the requirements of Section 878.03 of the Standard Specifications and the Standard Drawing for Concrete Foundations, except as follows:

All anchor bolts shall be according to Section 1006.09, except all anchor bolts shall be hot dipped galvanized the full length of the anchor bolt including the hook.

Concrete foundation, type A, for traffic signal posts shall provide anchor bolts meeting the requirements of Section 1006.09 of the Standard Specifications, with the bolt pattern specified within the "District 1 Standard Traffic Signal Design Details". All Type A foundations shall be a minimum depth of 48" (1.22 m).

Concrete foundation, type D, for traffic signal cabinets shall be a minimum of 48" (1.22 m) long and 31" (790 mm) wide. The concrete apron shall be 36" X 48" X 5" (910 mm X 1220 mm X 130 mm). Anchor bolts shall meet the requirements of Section 1006.09 of the Standard Specifications with bolt spacing as required by the manufacturer. All Type D foundations shall be a minimum depth of 48" (1.22 m).

Concrete foundation, type E, for mast arm and combination mast arm poles shall meet the following requirements:

Mast Arm Length	Foundation Depth *	Foundation Diameter	Sprial Diameter	Quantity of No. 15 (No. 5) Bars
Less than 9.1 m (30')	3.0 m (10'-0")	750 (30)	600 (24)	8
Greater than or equal to	4.1 m (13'-6")	750 (30)	600 (24)	8
9.1 m (30') and less than 12.2 m (40')	3.4 m (11'-0")	900 (36)	750 (30)	8
Greater than or equal to 12.2 m (40') and less than 15.2 m (50')	4.0 m (13'-0")	900 (36)	750 (30)	12
Greater than or equal to 15.2 m (50') and up to 16.8 m (55')	4.6 m (15'-0")	900 (36)	750 (30)	12

* These foundation depths are for sites which have cohesive soils (clayey silt, sandy clay, etc.) along the length of the shaft, with an average unconfined Compressive Strength (Qu) > 100kPa (1.0 tsf). This strength shall be verified by boring data prior to construction or with testing by the Engineer during foundation drilling. The Bureau of Bridges & Structures should be contacted for a revised design if other conditions are encountered.

No foundation is to be poured until the Resident Engineer gives approval as to the depth of the foundation.

Foundations used for Roadway Lighting shall provide an extra 2-1/2 inch (65 mm) duct.

Basis of Payment: This work will be paid for at the contract unit price per FOOT (METER) of depth for:

CCHDTSSP 2004C Effective March 1, 2004

CONCRETE FOUNDATION, TYPE A CONCRETE FOUNDATION, TYPE D CONCRETE FOUNDATION, TYPE E - 30" (750 mm) Dia. CONCRETE FOUNDATION, TYPE E - 36" (900 mm) Dia.

which price shall be payment in full for all necessary excavating or drilling, back filling, disposal of unsuitable material, form work, ground rods and furnishing all materials within the limits of the foundation, except anchor bolts for type E foundation.

CCHDTSSP 2004C Effective March 1, 2004

Special Provision

Remove Existing Traffic Signal Equipment

The removal of existing traffic signal equipment shall meet the requirements of Section 895.05 of the Standard Specifications, except as follows:

This work shall consist of removing the existing traffic signal equipment at an intersection as listed and as shown on the plans.

All equipment to be returned to an Agency shall be delivered by the Contractor to the Agency's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the Agency's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide 5 copies of a list of equipment that is to remain the property of the Agency, including model and serial numbers, where applicable. He shall also provide a copy of the contract plan or special provision showing the quantities and type of equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected by the Agency's Electrical Maintenance Contractor. The Contractor shall be responsible for the condition of the traffic signal equipment from the time he takes maintenance of the signal installation until the acceptance of a receipt drawn by the Agency's Electrical Maintenance Contractor indicating the items have been returned in good condition.

The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of by them outside the right-of-way at their expense.

All equipment is to be disassembled so as to make for easy loading and storage into Agency stock as per the Engineers instructions.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications.

Basis of Payment: This work will be paid for at the contract unit price EACH for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT per intersection which price shall be payment in full for removing the equipment, and storing and/or disposing of it as required. The salvage value of the equipment retained by the Contractor shall be reflected in this contract unit price.

96

Special Provision

Temporary Traffic Signal Installation

This item shall consist of furnishing, installing, maintaining and removing a temporary traffic signal installation at an existing intersection as shown on the plans and as described herein. The energy charges for the operation of the traffic signal installation shall be paid for by others if the installation is replacing an existing signal. Otherwise charges shall be paid for under Section 109.04 of the Road Specifications.

Only an approved Equipment Vendor will be allowed to assemble the temporary traffic signal cabinet. Only controllers supplied by an approved Equipment Vendor will be approved for use on temporary traffic signals. Only an approved Closed Loop Equipment Vendor shall assemble and test a temporary railroad interconnected traffic signal cabinet. (Refer to Traffic Actuated Controller Specification). A representative of the approved control Equipment Vendor shall be present at the temporary traffic signal turn-on inspection.

All "railroad interconnected" temporary traffic signal controllers and cabinets shall be newly constructed. Only controllers and cabinets supplied by one of the IDOT District 1 approved closed loop Equipment Manufacturers will be allowed.

The installation of a temporary traffic signal installation shall meet the requirements of Section 890 and 802.07 of the Standard Specifications and the Standard Drawings, except as follows:

- Equipment: The Contractor shall provide the following:
- All control equipment for the temporary traffic signal shall be furnished by the Contractor unless
 otherwise stated in the plans. On projects with multiple temporary traffic signal installations, all
 controllers shall be of the same manufacturer brand and model number with current software
 installed.
- Only controllers supplied by one of the Cook County Highway Department approved closed loop equipment manufacturers will be approved for use at temporary signal locations. Controllers used for temporary traffic signals shall be fully actuated NEMA microprocessor based with RS232 data entry ports compatible with approved CCHD or District 1 monitoring software installed in NEMA TS1 or TS2 cabinets with 8 phase back panels, capable of supplying 255 seconds of cycle length and individual phase length settings up to 99 seconds. On projects with one lane open and two way traffic flow, such as bridge deck repairs, the temporary signal controller shall be capable of providing an adjustable all red clearance setting of up to 30 seconds in length.
- All temporary traffic signal controllers shall meet or exceed the requirements of section 857 with regards to internal time coordination and preemption. The controller settings shall be set in the field as directed by the Engineer.
- All temporary traffic signal cabinets shall have a closed bottom made of aluminum alloy. The bottom shall be sealed along the entire perimeter of the cabinet base to ensure a water, dust and insect-proof seal. The bottom shall provide a minimum of two (2) 100 mm (4 inch) diameter holes to run the electric cables through. The 100 mm (4 inch) diameter holes shall have a bushing installed to protect the electric cables and shall be sealed after the electric cables are installed.
- Grounding shall be provided for the temporary traffic signal cabinet meeting or exceeding the applicable portions of the National Electrical Code, Section 807 of the Standard Specifications and shall meet the requirements of the District 1 Traffic Signal Specifications for "Grounding of Traffic Signal Systems".

CCHDTSSP 2004C Effective March 1, 2004

- All traffic signal sections and pedestrian signal sections shall be of the 12" (300 mm) type. The temporary traffic signal heads shall be placed as indicated on the temporary traffic signal plan or as directed by the Engineer. The Contractor shall furnish enough cable slack to relocate heads to any position on the span wire or at locations illustrated on the plans for construction staging. The temporary traffic signal shall remain in operation during all signal head relocations. Each temporary traffic signal head shall have its own cable from the controller cabinet to the signal head.
- The existing system interconnect is to be maintained as part of the Temporary Traffic Signal Installation specified for on the plan. The interconnect shall be installed into the temporary controller cabinet as per the notes or details on the plans. If the Master Controller is at this location it and its associated phone line(s) shall be maintained either in this cabinet or with patch cables as shown in the plans. All labor and equipment required to install and maintain the existing interconnect as part of the temporary traffic signal installation shall be incidental to the item Temporary Traffic Signal Installation.
- All existing street name and intersection regulatory signs shall be removed from existing poles and
 relocated and securely fastened to the signal span wire. If new mast arm assembly and poles and
 posts are specified for the permanent signals, the signs shall be relocated to the new equipment at no
 extra cost.
- All emergency vehicle preemption equipment (light detectors, light detector amplifiers, confirmation beacons, etc.) as shown on the temporary traffic signal plans shall be provided by the Contractor. It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle preemption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency. All light operated systems shall operate at a uniform rate of 14.035 Hz ±0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the County. All labor and material required to install and maintain the emergency vehicle pre-emption installation shall be incidental to the item Temporary Traffic Signal Installation.
- All temporary traffic signal installations shall have vehicle detection shall be installed as shown on the plans, or as directed by the Engineer. Pedestrian push buttons shall be provided for all pedestrian signal heads/phases as shown on the plans or as directed by the Engineer. Minor cross streets shall have vehicular detection provided by Microwave Vehicle Sensors or Video Vehicle Detection System as shown on the plans or as directed by the Engineer. The microwave vehicle sensor or video vehicle detection system shall be approved by CCHD before furnishing and installing. The Contractor shall install, wire, and adjust the alignment of the microwave vehicle sensor or video vehicle detection system in accordance to the manufacturer's recommendations and requirements. The Contractor shall be responsible for adjusting the alignment of the microwave vehicle sensor or video vehicle detection system for all construction staging changes and for maintaining proper alignment throughout the project. A representative of the approved control equipment vendor shall be present and assist the contractor in setting up and maintaining the microwave vehicle sensor or video vehicle detection system.

All labor and material required to comply with these requirements shall be considered incidental to the bid price of temporary traffic signal installation.

Maintenance Procedures: The Contractor shall perform the following maintenance procedures for each temporary installation designated to remain in operation during construction.

The Contractor Shall:

Have on staff electricians with IMSA Level II certification to provide signal maintenance.

98

CCHDTSSP 2004C Effective March 1, 2004

- Patrol and inspect each installation every two (2) weeks for proper alignment of signal heads, light detectors, lamp failures, and general operation of the traffic signal.
- Check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to insure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment.
- Provide immediate corrective action to replace burned out lamps or damaged sockets. When lamps are replaced, the reflector and lens shall be cleaned. All replacement lamps shall meet the approval of the Engineer. The Contractor shall repair or replace all defective equipment from any cause whatsoever.
- Maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.
- Provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. A near right signal must also be maintained. When repairs at a signalized intersection require that the controller be disconnected and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor is required to place stop signs (R1-1-36) at each approach to the intersection as a temporary means of regulating traffic. At approaches, where a Yellow Flashing indication is necessary, as directed by the Engineer, stop signs will not be required. The Contractor shall furnish and equip all his vehicles assigned to the maintenance of traffic signal installations with a sufficient number of Stop Signs as specified herein. The Contractor shall maintain sufficient number of spare Stop Signs in stock at all times to replace Stop Signs which may be damaged or stolen.
- Replace defective or damaged equipment. If the proper sequence with full detection cannot be obtained immediately, a controller which will provide the proper sequence and full detection shall be installed within twelve (12) hours of removal of the original controller.
- The Contractor shall be required to maintain the existing type of equipment and sequence of
 operations during the period of time that the original control equipment is being overhauled
- Provide the Engineer with the names, addresses, and telephone numbers of two (2) persons qualified and assigned to the maintenance of the traffic signal installation. These people must be made available 24 hours per day, each and every day of the year for emergency calls by the Engineer.
- Respond to all emergency calls from the Department or municipality within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the State or County. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the temporary traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's or the County's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor.

When temporary traffic signals are to be installed at locations where existing signals are presently operating, the Contractor shall be fully responsible for the maintenance of the existing signal installation as soon as any physical work begins on the contract or any portion thereof until which time the temporary

CCHDTSSP 2004C Effective March 1, 2004

53

signals are functioning and the existing signals are removed. Maintenance responsibility of the existing signals shall be incidental to those previously listed for Temporary Traffic Signal Installation. In addition, seven days prior to assuming maintenance of the existing traffic signal installation(s) under this contract, the Contractor shall request that the Resident Engineer contact the Design Engineer at (312) 603-1730 for an inspection of the Installation(s). The Design Engineer shall establish a date and time of inspection and at this time shall check the installation to determine if any corrective work should be done by the State's or County's Electrical Maintenance Contractor or the Municipalities Contractor prior to the Contractor taking over maintenance of the installation. The Resident Engineer, Engineer, and the Contractor shall mutually agree on the date of maintenance transfer to the Contractor for this section.

Temporary Traffic Signals for bridge projects shall follow the State Standards, Standard Specifications, District 1 Traffic Signal Specifications and any plans for Bridge Temporary Traffic Signals included in the plans. The installation shall meet the above requirements for "Temporary Traffic Signal Installation". In addition all electric cable shall be aerially suspended, at a minimum height of 18 feet (5.5 m), on temporary wood poles (Class 5 or better) of 45 feet (13.7 m), minimum height. The signal heads shall be span wire mounted or bracket mounted to the wood pole or as directed by the Engineer. The Controller cabinet shall be mounted to the wood pole or as directed by the Engineer. Microwave vehicle sensors or video vehicle detection may be used in place of the detector loops as approved by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price EACH for TEMPORARY TRAFFIC SIGNAL INSTALLATION, which price shall include all costs for the modifications required for traffic staging, changes in signal phasing as required in the Contract plans, microwave vehicle sensors, video vehicle detection system, any maintenance or adjustment to the microwave vehicle sensors/video vehicle detection system, all material required, the installation and complete removal of the temporary traffic signal. Sixty percent of the bid price will be paid following approval of each installation. The remaining 40 percent will be paid following removal of each installation.

Special Provision

Emergency Vehicle Priority System

The installation of an emergency vehicle priority system shall meet Sections 887 and 1072 of the Standard Specifications, except as revised with this Special Provision.

It shall be the Contractor's responsibility to contact the municipality or Fire District to verify the brand of emergency vehicle pre-emption equipment to be installed prior to the Contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency. A letter from the Agency is to be included with equipment submittals indication what brand of equipment is acceptable to the Agency.

All new installations shall be equipped with confirmation beacons as shown on the "District 1 Standard Traffic Signal Design Details". The confirmation beacon shall consist of a 150 watt Par 38 flood lamp for each direction of pre-emption. The lamp shall have an adjustable mount with a weatherproof enclosure for cable splicing. All hardware shall be cast aluminum or stainless steel. Holes drilled into signal poles, mast arms, or posts shall require rubber grommets. In order to maintain uniformity between communities, the confirmation beacons shall indicate when the control equipment receives the pre-emption signal. The pre-emption movement shall be signalized by a flashing indication at the rate specified by Section 4E-5 of the "Manual On Uniform Traffic Control Devices". The stopped pre-empted movements shall be signalized by a continuous indication.

All light operated systems shall operate at a uniform rate of 14.035 Hz ±0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the County.

The pre-emption detector amplifier shall be paid for on a basis of one (1) each per intersection controller and shall provide operation for all movements required in the pre-emption phase sequence.

Basis Of Payment: The transmitting unit, the detector unit, and the phasing unit will be paid for at the Contract unit price EACH for LIGHT TRANSMITTER, LIGHT DETECTOR, or LIGHT DETECTOR AMPLIFIER which price shall be payment in full for furnishing and installing the light transmitter, light detector, or light detector amplifier complete, with necessary connections for proper operation. The furnishing and installing of a confirmation beacon shall be considered incidental to the pay item for LIGHT DETECTOR.

The lead-in cable will be paid for at the contract unit price per FOOT (METER) for ELECTRIC CABLE IN CONDUIT, NO. 20, 3/C, TWISTED, SHIELDED or ELECTRIC CABLE AERIAL SUSPENDED, NO. 20, 3/C, TWISTED, SHIELDED which price shall be payment in full for furnishing and installing the lead-in cable and making all electrical connections. The electric cable shall be shielded and have three (3) stranded conductors colored blue, orange, and yellow with a stranded tinned copper drain wire. The cable shall meet the requirements of the manufacturer of the Emergency Vehicle Priority System Equipment.

101

CCHDTSSP 2004C Effective March 1, 2004

FULL-ACTUATED CONTROLLER AND CABINET (SPECIAL)

Effective: January 1, 2002

This work shall consist of furnishing and installing a(n) "<u>Econolite</u>" brand traffic actuated solid state digital controller in the controller cabinet of the type specified, meeting the requirements of the current District One Traffic Signal Special Provisions.

Basis of Payment. This work will be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND CABINET (SPECIAL) of the type specified, which price shall be payment in full for furnishing and installing the controller complete including conflict monitor, load switches and flasher relays, with necessary connections for proper operation.

The type specified will indicate the type of cabinet. For example, FULL-ACTUATED CONTROLLER AND TYPE IV CABINET (SPECIAL).





DU PAGE COUNTY ECONOMIC DEVELOPMENT & PLANNING Robert J. Schillerstrom, County Board Chairman

ECONOMIC DEVELOPMENT & WORKFORCE DEVELOPMENT & BUILDING & ZONING & STORMWATER PERMITTING WETLANDS PROTECTION & TRANSPORTATION PLANNING & TRANSIT PLANNING & LAND USE & TRAILS

421 N. County Farm Road Wheaton, IL 60187 (630) 407-6700 Phone (630) 407-6702 Fax www.dupageco.org/edp

September 5, 2006

Mr. Alan Boffice, P.E. Village of Elk Grove Village 901 Wellington Avenue Elk Grove Village, IL 60007

RE: Stormwater Management Permit No. 06-15-0001 (DEC Tracking No. T20386)
 Lively Boulevard Improvement Project, Incorporated Elk Grove Village, DuPage County, Illinois
 (NOTE: THIS IS NOT A PERMIT – A Building Permit must be picked up prior to any on site work)

Dear Mr. Boffice:



The Division of Environmental Concerns (DEC) of the Department of Economic Development and Planning (EDP) received a stormwater permit application/submittal from Civiltech Engineering, Inc., on behalf of the Village of Elk Grove Village, for widening and resurfacing of Lively Boulevard from approximately two hundred (200) feet south of Devon Avenue (in DuPage County) north to Touhy Avenue (in Cook County). Other improvements will include concrete curb and gutter, storm sewer installation, signal installation, and landscape restoration, to be located within the Village of Elk Grove Village, Illinois.

DEC staff has completed their review of this application/submittal and hereby certifies the following documents for compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCSFPO):

- DuPage County Stormwater Management Permit Application, as assigned Permit No. 06-15-0001 (DEC Tracking No. T20386).
- Stormwater submittal package entitled by a DuPage County Stormwater Management Permit Application, as prepared by Jonathan R. Vana, P.E., of Civiltech Engineering, Inc., signed August 3, 2006.
- Plan set entitled "State of Illinois Department of Transportation Division of Highways, Plans for Proposed Federal Aid Project, F.A.U. Route 1700 (Lively Boulevard), F.A.U. Route 1346 (Devon Avenue) to Touhy Avenue, Section 05-00045-02-PV, Project No. M-8003(544), Roadway Reconstruction, Traffic Signal Modernization and Lighting, Cook and DuPage Counties, C-91-073-06," as prepared by Civiltech, consisting of one hundred three (103) sheets, as identified below:

- a. Cover sheet signed July 26, 2006; and,
- b. Sheets 2 51, and 56 63 of 103 dated July 28, 2006; and,
- c. Sheets 52 55 of 103 dated January 1, 2002; and,
- d. Sheet 64 of 103 dated August 7, 2002; and,
- e. Sheets 65, 66, and 68 70 of 103 dated March 13, 2000; and,

September 5, 2006 RE: Certification - SWP #06-15-0001/T20386; Lively Boulevard Improvement Project, Elk Grove Village, Illinois Page 2 of 2

- f. Sheet 67 of 103 with latest revision dated October 17, 1996; and,
- g. Sheets 71 103 of 103 undated.

Based upon our certification of the above referenced documents, please accept this letter as our issuance of a stormwater permit for the above referenced development with the following conditions:

SPECIAL CONDITIONS:

1. This stormwater certification is only valid for work along Lively Boulevard south of Devon Avenue. All work proposed beyond the above referenced limit does not fall under the jurisdiction of DuPage County, and must be permitted by the appropriate governing agencies (i.e. Cook County, Illinois Department of Transportation (IDOT), etc.).

GENERAL CONDITIONS:

- Per Section 15-116.2 of the DCSFPO, sediment and erosion control devices shall be functional before land is
 otherwise disturbed on the site. Therefore, the developer shall notify the Village of Elk Grove Village, and Mr.
 Edward Buga of the DuPage County DEC, and request/receive a site inspection of all required sediment and
 erosion control devices prior to the commencement of construction activities.
- Per Section 15-149.2(f) of the DCSFPO, upon completion of the development, as-built drawings of the site must be submitted to the Village of Elk Grove Village and DEC for review and approval. The as-built drawings must be prepared, signed and sealed by an Illinois Registered Professional Engineer.

Three (3) copies of the submittal, as certified by our office, are enclosed for your use.

Respectfully,

aleyton Kellelin- Dew

Clayton Heffter Stormwater Permitting Manager

CCH:drw Att-

Jonathon R. Vana, P.E. Civiltech Engineering, Inc., 450 E. Devon Ave., Suite 300, Itasca, IL 60143
 Vito Sammarco, Village of Elk Grove Village, 901 Wellington Ave., Elk Grove Village, Il 60007
 Karen Laskowski, Wetland Program Manager, DEC
 Ying L. Miao, P.E., CFM, Project Engineer, PWD
 Jenna Fahey, Wetland Specialist, DEC
 Kathy Huth-Nicholl, Division Assistant I, DEC
 File SWP #06-15-0001/T20386

104

Q:\permits\(15) Elk Grove\2006\06-15-0001 (T20386) Lively Bivd Improvement Project\Cert.doc



Storm Water Pollution Prevention Plan

Route	FAU 1700		· '	Marked	Lively Boulevard	I			<u></u>	
Section	05-00045-02-PV	•		Project No.	M-8003(544)					
County	DuPage and Cook			-		• •	·	·	· .	

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.

Ox2V_	0070BER 16,2006
Signature	Date
PROJECT MANAGER	
Title	

Site Description

G.

1.

a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

This is a roadway reconstruction project along Lively Boulevard, from Devon Avenue to Touhy Avenue in the Village of Elk Grove Village, Cook and DuPage Counties, IL. The work to be performed under this contract consists of earth excavation and pavement removal, construction of storm sewers and drainage structures, combination concrete curb and gutter, bituminous binder and surface courses, p.c.c. driveway reconstruction, traffic signal improvements, channelization with thermoplastic pavement markings, street lighting, landscape planting and all incidental and collateral work necessary to complete the project as shown on the plans.

 b. 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 (use additional pages, as necessary): Stage 1A – Pavement Removal, Earth Excavation, Storm Sewer Installation, Subgrade Preparation, Paving, and Sidewalk Construction.

Stage 1B – Pavement Removal, Earth Excavation, Storm Sewer Installation, Subgrade Preparation, Paving, and Sidewalk Construction. Grading, Topsoil and Sod Placement for Stage 1A and 1B construction area. Stage 2A – Pavement Removal, Earth Excavation, Storm Sewer Installation, Subgrade Preparation, Paving, and Sidewalk Construction.

Stage 2B – Pavement Removal, Earth Excavation, Storm Sewer Installation, Subgrade Preparation, Paving, and Sidewalk Construction. Grading, Topsoil and Sod Placement for Stage 2A and 2B construction area.

The total area of the construction site is estimated to be acres. 11.49

BDE 2342

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural 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 a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan. The existing storm sewers drain to ditches along the railroad tracks, which flow to the east and eventually drain to the Des Plaines River.

2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

a. Erosion and Sediment Controls

- (i) Stabilization 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: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., 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 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.
 - (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

Temporary MeasuresPermanent MeasuresPerimeter Erosion BarrierSodding

Temporary Erosion Control Seeding

106

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 silt fences, earth dikes, drainage swales, sediment traps, check dams, 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.

Description of Structural Practices (use additional pages, as necessary):

Inlet filters will be installed at each existing and proposed open grate storm sewer structure to prevent sediment from being carried off of the job site thru the newly constructed or existing storm sewer. The filters will be cleaned when directed by the Engineer in order to optimize the performance of the filters.

107

(ii)

b. 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.

(I) Such practices may include: 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 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.

(ii)

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 (use additional pages, as necessary):

108

The proposed storm sewer will discharge into the existing storm sewer system. The sewers on Lively Boulevard are under the jurisdiction of Elk Grove Village and the sewers on Devon Avenue are under the jurisdiction of the Cook County Highway Department. The slopes of the pipes have been designed to reduce the velocity of the storm water as much as possible without causing siltation within the pipes.

c. Other Controls

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

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 or storm water management site plans or site permits or 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:

All management practices, controls and other provisions provided in this plan are in accordance with IDOT Standard Specifications for Road and Bridge Construction and the Illinois Urban Manual. Specific procedures are shown on the Maintenance of Traffic and Erosion Control Plan.

3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

Construction equipment shall be stored and fueled only at designated locations as decided at the time of the preconstruction meeting. All necessary measures shall be taken to contain any fuel or pollution runoff in compliance with environmental law and EPA Water Quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site. The Resident Engineer on a bi-weekly basis shall inspect the project to determine that erosion control measures are in place and operating effectively and if other measures may be necessary. Sediment collected during construction by the various erosion control measures shall be disposed of on a regular basis per the Engineer.

All erosion and sediment control measures will be checked weekly and after each significant rainfall. The following items will be checked: 1) Perimeter Erosion Barrier; 2) Tree Prtection; 3)Inlet Filters.

All maintenance of the erosion and sediment control measures will be the Contractor's responsibility. All locations where vehicles enter and exit the construction site as well as all other areas subject to erosion will be inspected on a weekly basis and within 24 hours of a significant rainfall.

4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or 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 and areas used for storage of materials that are exposed to precipitation 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. Where discharge locations or points are accessible, they 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 1 above and pollution prevention measures identified in section 2 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 7 calendar days following the inspection.

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 4.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 or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician 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 report of noncompliance 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

5. 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. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).



Contractor Certification Statement

Date

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project l	nformation:	·				·
Route	FAU 1700		Marked Liv	vely Boulevard	<u>.</u>	
Section	05-00045-02-PV	· · · · · · · · · · · · · · · · · · ·	Project No.	M-8003(544)		
County	DuPage and Cook					• ••

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.

· · · · · ·	Signature		
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	· .	•	
	Title	•	
· ·			
·	Name of Firm	·······	
	Street Address		
• • • • •			
City		State	
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Zip Code	<u> </u>		

Telephone Number

BDE 2342a

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY NOTICE OF INTENT (NOI) GENERAL PERMIT TO DISCHARGE STORM WATER CONSTRUCTION SITE ACTIVITIES

NAME: LAST FIRST MIDDLE (OR COMPANY NAME) OWNER TYPE: City MAILING ADDRESS: 901 Wellington Avenue	у								
ADDRESS: 901 Wentington Avenue									
STATE: 11 ZIP: 6									
CITY: Elk Grove Village STATE: IL ZIP: C	50007								
CONTACT CONTACT Mr. Vito Sammarco TELEPHONE AREA CODE NUMBER: 847		^{ER} 4248							
CONTRACTOR INFORMATION									
NAME: LAST FIRST MIDDLE (OR COMPANY NAME) TELEPHONE AREA CODE NUMBER:	ŃUMB	ER							
MAILING ADDRESS: CITY: STATE:	ZIP	:							
CONSTRUCTION SITE INFORMATION		····							
SELECT ONE: CHANGE OF INFORMATION TO PERMIT NO. ILR10									
FACILITY FAU 1700 (Lively Blvd) Proj # M-8003(544) OTHER NPDES PERMIT NOS.:									
INAME: TELEPHONE AREA CODE FACILITY Devon Avenue to Touhy Avenue NUMBER: AREA CODE	E NUME								
CITY: Elk Grove Village ST: IL ZIP: 60007 LATITUDE: 42 00 30 LONGITUDE	≕ 87	58 00	0						
COUNTY: COOK and DUPage	RANGE:	11E							
APPROX. CONST. / / APPROX. CONSTRUCTION / / TOTAL SIZE OF CONSTRUCTION / / STATL DATE: // SITE IN ACRES:		12							
START DATE: END DATE: START DATE: START DATE: START DATE: NO (If no, separate notification required to Agency prior to construction.)									
TYPE OF CONSTRUCTION									
TYPE BRIEF DESCRIPTION OF PROJECT: Transportation Roadway reconstruction, traffic signal modernization and lighting.									
HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIAN	ICE								
HAS THIS PROJECT SATISFIED APPLICABLE REQUIREMENTS FOR COMPLIANCE WITH ILLINOIS LAW ON: HISTORIC PRESERVATION YES NO ENDANGERED SPECIES YES NO									
RECEIVING WATER INFORMATION									
DOES YOUR STORM WATER DISCHARGE DIRECTLY TO: OWNER OF STORM SEWER SYSTEM: WATERS OF THE STATE OR STORM SEWER EIK Grove Village									
NAME OF CLOSEST RECEIVING WATER: Storm sewer to unnamed ditches to Des Plaines River									
I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this 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. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.									
OWNER SIGNATURE: DATE:									
FOR OFFICE U	SE ONLY	<u>/</u>							
MAIL COMPLETED FORM TO: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY LOG:									
ATTN: PERMIT SECTION PERMIT NO. ILR'	10								
DOCUMENTATION UNLESS SPRINGFIELD, ILLINOIS 62794-9276 REQUESTED) www.epa.stale.il.us		. <u>.</u>							

Information required by this form must be provided to comply with 415 fLCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

113

IL 532 2104 WPC 623 Rev. 6/03

INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Please adhere to the following instructions:

Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.

Submit completed forms to:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217)782-0610 www.epa.state.il.us

- Reports must be typed or printed legibly and signed.
- Any facility that is not presently covered by the ILR10 Construction Activity Storm Water Discharge General Permit is considered a new facility.
 - If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line.
- NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.
 - Use the formats given in the following examples for correct form completion.

	<u>Example</u>	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

- For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."
 - Submit a fee of \$500 prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY CONSTRUCTION SITE STORM WATER DISCHARGE INCIDENCE OF NON-COMPLIANCE (ION)

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INSTRUCTION				. <u></u>	•	<u>_</u>									· · ·		
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UNLESS REQUESTED))				POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276							DATE			· •	

115

IL 532 2105 WPC 624 Rev. 6/98)

GUIDELINES FOR COMPLETION OF INCIDENCE OF NON-COMPLIANCE (ION) FORM

Complete and submit this form for any violation of the Storm Water Pollution Prevention Plan observed during any inspection conducted, including those not required by the Plan. Please adhere to the following guidelines.

- Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.
 - Submit completed forms to:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276

Reports must be typed or printed legibly and signed.

Use the formats given in the following examples for correct form completion.

<u>Example</u>	-	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY NOTICE OF TERMINATION (NOT) OF COVERAGE UNDER THE GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION SITE ACTIVITIES

Please use the tab or arrow keys

OWNER INFORMATION

NAME:	Elk Grove Village	FIRST		MIDDLE	•	OWNE	City	
MAILING ADDRESS:	901 Wellington Avenue			•	· · ·	- 		•
CITY:	Elk Grove Village	STATE:	IL			ZIP:	60007	
CONTACT PERSON:	Mr. Vito Sammarco				TELEPHC NUMBER		AREA CODE 847	NUMBER. 357-4248

CONTRACTOR INFORMATION

NAME:	LAST	FIRST	MIDDLE	TELEPHONE NUMBER:	AREA CODE		
MAILING ADDRESS:	· · · · · · · · · · · · · · · · · · ·		CITY:		STATE:	ZIP:	
ADDRESS.							

CONSTRUCTION SITE INFORMATION

FACILITY NAME:	AU 1700 (Lively Blvd) P# M-8003(544) OTHER NPDES PERMIT NOS.:							L	R	1	0			
FACILITY LOCATION:	Devon Avenue to Touhy A	venue						-				·	· -	
	Grove Village	STATE:	IL ·	ZIP:	60007	LATITUDE:	42	00	30) <u>L</u> (ONGITUDE:	87	58	00
COUNTY:	Cook and DuPage				SECTION:	34	той	/NSHI	P:	41N	RANGE	:	11E	

DATE PROJECT HAS BEEN COMPLETED AND STABILIZED:

I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized or that all storm water discharges associated with industrial activity from the identified facility that are authorized by an NPDES general permit have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with industrial activity by the general permit, and that discharging pollutants in storm water associated with industrial activity to Waters of the State is unlawful under the Environmental Protection Act and the Clean Water Act where the discharge is not authorized by an NPDES permit.

OWNER SIGNATURE:

DATE:

MAIL COMPLETED FORM TO:

(DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED) ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF WATER POLLUTION CONTROL ATTN: PERMIT SECTION POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276

FOR OFFICE USE ONLY

LOG: PERMIT NO. ILR10_____ DATE:

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

117

IL 532 2102 WPC 621 Rev. 1/04

GUIDELINES FOR COMPLETION OF NOTICE OF TERMINATION (NOT) FORM

Please adhere to the following guidelines:

Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.

Submit completed forms to:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 217/782-0610

Reports must be typed or printed legibly and signed.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

	<u>Example</u>	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

Final stabilization has occurred when:

- (a) all soil disturbing activities at the site have been completed
- (b) a uniform perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures,
- (c) or equivalent permanent stabilization measures have been employed.

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

SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 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.

Replace Article 105.07 of the Standard Specifications with the following:

***105.07 Cooperation with Utilities.** The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
 - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
 - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
 - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
 - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
 - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
 - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

CEMENT (BDE)

Effective: January 1, 2007

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 and the total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. 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 and Class C fly ash according to the chemical requirements of AASHTO M 295.

(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 or I(PM) may be used for cast-inplace, 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. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

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 not be used.

(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 I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

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 not be used.

- (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, 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 Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when 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_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), 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."

124

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2007

<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 DBE Directory or most recent addendum.

<u>STATE OBLIGATION</u>. 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.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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 firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. 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 12 % 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 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 firmly committed 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 DBE Directory as a reference source for DBE companies certified by the Department. 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 the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a guestion arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted 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). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (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. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating 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) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five wor king day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. 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 firm 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 firm 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 full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (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.

<u>GOOD FAITH EFFORT PROCEDURES</u>. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt 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 could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those 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 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 a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after 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 pre-final 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. In addition, the request shall be considered a consent by the bidder to The request will be forwarded to the Department's extend the time for award. Reconsideration Officer. The 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>CONTRACT COMPLIANCE</u>. 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 Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of 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) 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. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to

find another DBE to substitute for the terminated 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 DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. 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 and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau 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.

- (c) 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 therefor 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 Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) 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.
- (e) 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.

132

ELECTRICAL SERVICE INSTALLATION - TRAFFIC SIGNALS (BDE)

Effective: January 1, 2007

Add the following to Article 805.02 of the Standard Specifications:

"(d) Wood Pole1069.04"

133

Add the following to Article 805.03 of the Standard Specifications:

"When a service pole is necessary, it shall be installed according to Article 830.03(c)."

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

Page	60
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Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".

Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".

Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:

"Excavation in rock will be measured for payment according to Article 502.12.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."

- Page 398
- Article 540.08. Add the following two paragraphs after the fifth paragraph:

"Excavation in rock will be paid for according to Article 502.13.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."

Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".

Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.

Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.

Page 586 Article 701.19. Add the following subparagraph to this Article:

"(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."

Page 587 Article

Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.

Page 588 Article 701.20. Add the following subparagraph to this Article.

"(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."

Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".

Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Page 765 Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)". Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." Páge 809 to read "(e) Quality Assurance by the Engineer.". Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 µm)" to Page 946 "(600 µm)". Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" Page 963 to "ASTM D 4895". In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE Page 1076 REMOVAL - BUTT JOINT". In the Index of Pay Items add "Section 406, HOT-MIX ASPHALT SURFACE Page 1081 REMOVAL - BUTT JOINT, Page 207".

135

HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005 Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

"The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work."

136

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 throughout the contracting chain shall be contractors and material suppliers to their 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.

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor."

Revise Article 253.16 of the Standard Specifications to read:

***253.16** Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants."

Revise Article 253.17 of the Standard Specifications to read:

"253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

(a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.

(b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid."

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

"(g) Handling Hole Plugs......1042.16"

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 Plugs1042.16"

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.

n.)
) kPa)
) kPa)
(Pa)

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.

NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
NY 0	2 @ 5 MPH
74 071C, 174 069B, 174 067M 9.09, 9.07, 9.05,	
RR Sub-Division: MILV	VAUKEE SUB
act: JACK STOLARCZYK JL BYRNE	Phone: (815) 339-6839 Phone: (815) 339-6839
	NY 0

DOT/AAR No.:	
RR Division:	

RR Mile Post: RR Sub-Division:

For Freight/Passenger Information Contact:Phone:For Insurance Information Contact:Phone:

<u>Approval of Insurance</u>. 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 2, 2007

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) 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 coar se aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 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 5/8 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 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate 3/8. Conglomerate 3/8 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 B quality. This RAP may have an

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 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 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 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 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.

(a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a 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). (b) 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	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 <u>%</u>
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	\pm 0.4 % ^{1/}	± 0.5 %
G _{mm}	\pm 0.02 % ^{2/}	

1/ The tolerance for conglomerate 3/8 shall be \pm 0.3 %.

2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

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 shall not be used in HMA unless the RAP 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. The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) 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.

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP 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 stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, 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 stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

SUPERPAVE MIXTURES 17, 3/	MAXIMUM % RAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 2/	10 / 15 2/	10
90	10	10	10
105	10	10	10

Max RAP Percentage

Note 1: For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

Note 2: Value of Max % RAP if 3/8 RAP is utilized.

Note 3: When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP 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 material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP 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 stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP 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, 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 control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the mixture proportions and asphalt binder content. The asphalt binder content as a percentage of the total mix shall be printed as well as the individual percentages of virgin asphalt binder and residual asphalt binder from the RAP.

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 "Other". 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 CRACK CONTROL TREATMENT (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Revise the third sentence of the first paragraph of Article 443.01 of the Standard Specifications to read:

"Strip reflective crack control treatment shall be either System A, B, C, or D at the option of the Contractor."

Add the following to Article 443.02 of the Standard Specifications:

"(c) Hot-Poured Joint Sealer1050.02"

Revise Article 443.09 of the Standard Specifications to Article 443.10.

Revise Article 443.10 of the Standard Specifications to Article 443.11.

Add the following Article to the Standard Specifications:

"Article 443.09 Reflective Crack Control System D. The stress relief membrane shall be applied when the surface temperature is a minimum of 50 °F (10 °C) and rising.

- (a) Tack Coat Placement for Membrane. The tack coat shall be applied to the existing surface using one of the following methods.
 - (1) A hand held wand with a nozzle that produces a fan shaped spray to apply the tack coat evenly according to the rate specified by the manufacturer.
 - (2) A hand held wand without a spray nozzle. The tack coat shall be spread with a squeegee according to the rate specified by the manufacturer.
 - (3) A distributor bar attached to a distributor truck, for longitudinal applications only. The distributor bar nozzles shall be set at 20 degrees to the axis of the bar and the tack coat shall be applied according to the rate specified by the manufacturer. Application of the tack coat directly from a distributor bar attached to a distributor truck will not be permitted for transverse applications.

The maximum width of the tack coat application shall be such that the tack coat extends a maximum 1 1/2 in. (40 mm) on both sides of the stress relief membrane strip.

The use of emulsified asphalts and/or cutbacks is prohibited for use as a tack to bond the stress relief membrane to the existing pavement surface.

(b) Stress Relief Membrane Placement. The open grid woven polyester side of the material shall be placed up with the nonwoven side placed into the tack. The stress relief

membrane shall be centered over the crack or joint on the existing surface and with a minimum of 6 in. (150 mm) of the membrane extending beyond the edges of the joint.

The material shall be laid smooth with no uplifted edges. The stress relief membrane shall be placed and rolled immediately with a riding static drum roller or a rubber tire roller. A maximum of three minutes shall pass between the first and second rolling efforts.

The stress relief membrane shall be butted where transverse and longitudinal joints meet or where two rolls must be joined. When required, the stress relief membrane shall be cut with a razor knife from the woven polyester side.

The stress relief membrane shall be placed at least two hours in advance of paving operations. If application must immediately precede the paving operation, hot-poured joint sealer may be required as a tack coat to bond the stress relief membrane to the existing surface.

- (c) Traffic Exposure. Exposing the membrane to traffic shall be minimized. Small amounts of washed sand may be used to blot excess asphalt cement tack coat when necessary to facilitate movement of traffic or construction equipment over the membrane prior to placement of the overlay. Damaged membranes shall be removed and replaced.
- (d) Paving Tack Coat/Paving. Paving operations shall only begin when the membrane is thoroughly bonded to the existing surface. The membrane may be exposed to moisture and rain prior to the application of the overlay, however, the stress relief membrane must be dry at the time the overlay is placed.

A slow-set emulsified asphalt paving tack coat (such as SS-1, SS-1h, CSS-1, or CSS-1h) shall be applied prior to paving over the membrane. Cutback asphalts shall not be used. Hot-mix asphalt or dry washed sand may be placed ahead of the paver if the membrane is sticking to the tires of the paving equipment. The minimum asphalt overlay thickness (total) shall be 2 in. (50 mm) compacted.

When using a vibratory roller for compaction, it shall be set to the lowest amplitude and highest frequency settings."

Add the following Article to the Standard Specifications:

"1062.04 Reflective Crack Control System D. The stress relief membrane shall be 36 in. (900 mm) wide and 0.15 in. (4 mm) thick and shall be a system of materials manufactured in a composite three layer fashion with the following properties.

Stress Relief Membrane			
	Property	Value	Test Method

Cold Flex	No cracking or separation of fabric	ASTM D 146 (modified)
Tensile Strength (Peak)	4,000 psi (700 N/mm) min.	ASTM D 412 (modified)
Elongation (at Peak Tensile)	10% min.	ASTM D 412 (modified)
Weight	0.76 lbs/sq ft (3.7 kg/sq m)	· · · · · · · · · · · · · · · · · · ·
Density (mastic)	69 lbs/cu ft (1100 kg/cu m) min.	ASTM D 70
Thickness	0.15 in. (4 mm)	ASTM E 154-93 Subsection 10.0 ASTM D 1790
Absorption (mastic)	1 % max.	ASTM D 517
Brittleness	Passes	ASTM D 517
Softening Point (mastic)	220 °F (104 °C)	ASTM D 36

The bottom layer of the composite shall be a low strength, nonwoven, geotextile and shall be according to AASHTO M 288-92. The bottom geotextile shall be designed to fully bond with the existing pavement with the help of a tack coat. It shall be capable of accommodating sufficiently large stresses at the joint/crack without breaking its bond with the slab. The middle layer of the composite shall be a viscoelastic membrane designed to prevent water entry into the pavement through the cracks and/or joints in the pavement. It also acts as a stress absorbing member interlayer between the overlay and the underlying pavement. The top layer shall be a high strength woven geotextile with a tensile strength of 4,000 psi (700 N/mm) at five percent strain according to ASTM D 4595. The top geotextile shall be designed to fully bond with the overlay and provide high stiffness and reinforcement to the overlay.

The stress relief membrane shall be stored in an inside enclosure with temperatures not exceeding 120 °F (49 °C). Any material that becomes wet prior to installation shall be removed from the jobsite and discarded.

The grade of asphalt binder tack coat shall be PG 64-22, PG 58-28, or PG 52-28 and shall meet the requirements of Article 1032.05.

Emulsified asphalt for tack coat shall be SS-1, SS-1h, CSS-1, CSS-1h, CSS1hP, or SS-1hP and shall meet the requirements of Article 1032.06.

The manufacturer shall furnish a certification with each shipment of stress relief membrane, stating the amount of product furnished, and that the material complies with these requirements."

151

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005 Revised: January 1, 2007

Revise Article 1006.10(a) of the Standard Specifications to read:

- "(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.
 - (1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

CHEMICAL COMPOSITION		
Element ^{1/}	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	21, 31	21, 3/
Tin ^{4/}	0.040	0.044

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

152

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- d. Spiral Reinforcment. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
 - a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcment is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in, (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

153

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005 Revised: January 1, 2007

<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 ± 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.
- (i) 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.

<u>Mix Design Submittal</u>. 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 selfconsolidating 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 s pecification 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.

<u>Mixing Portland Cement Concrete</u>. 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 consider the fluid nature of the concrete for designing the falsework and forms. Forms shall be tight to prevent leakage of fluid concrete.

<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."

<u>Quality Control by Contractor at Plant</u>. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

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 plans.

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 plans.

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.

<u>Quality Assurance by Engineer at Jobsite</u>. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

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.

158

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.
- (i) 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".

160

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.

161

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2007

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

"Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate when specified."

Revise Article 1081.15(f) of the Standard Specifications to read:

"(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber. filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm)."

162

TRAFFIC SIGNAL GROUNDING (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Revise Article 873.02 of the Standard Specifications to read:

"873.02 Materials. Materials shall be according to the following.

ltem	Article/Section
(a) Electric Cable – Signal, Lead-in, Communication, Service,	· · · · ·
and Equipment Grounding Conductor	
(b) Electrical Raceway Materials	

Revise Article 873.04 of the Standard Specifications to read:

***873.04 Grounding System.** All traffic signal circuits shall include an equipment grounding conductor according to Article 801.04. The equipment grounding conductor shall consist of a continuous, green, insulated conductor Type XLP, No. 6 AWG, stranded copper installed in raceways and bonded to each metal enclosure (handhole, post, mast arm pole, signal cabinet, etc.). All clamps shall be bronze or copper, UL approved.

A grounding cable with connectors shall be installed between each handhole cover and frame. The grounding cable shall be looped over cable hooks installed in the handholes and 5 ft (1.5 m) of extra cable shall be provided between the frame and cover.

All equipment grounding conductors shall terminate at the ground bus in the controller cabinet. The neutral conductor and the equipment grounding conductor shall be connected in the service installation. At no other point in the traffic signal system shall the neutral and equipment grounding conductors be connected."

Revise Article 873.05 of the Standard Specifications to read:

***873.05 Method of Measurement.** Electric cable will be measured for payment in feet (meters) in place. The length of measurement shall be the distance horizontally and vertically measured between the changes in direction, including cables in mast arms, mast arm poles, signal posts, and extra cable length as specified in Article 873.03. The vertical cable length shall be measured according to the following schedule.

Location	Cable Length
Foundation (signal post, mast arm pole, controller cabinet)	3 ft (<u>1 m</u>)
Mast Arm Pole (mast arm mounted signal head)	20 ft (6 m)
Mast Arm Pole	
(bracket mounted signal head attached to mast arm pole)	13 ft (<u>4 m</u>)
Signal Post (bracket or post mounted signal head)	13 ft (4 m)
Pedestrian Push Button	6 ft (2_m)"

Add the following Article to Section 873 of the Standard Specifications:

***873.06 Basis of Payment.** This work will be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE, of the method of installation (IN TRENCH, IN CONDUIT, or AERIAL SUSPENDED), of the type, size, and number of conductors specified.

The type specified will indicate the method of installation and whether the electric cable is Service, Signal, Lead-in, Communication, or Equipment Grounding Conductor."

Revise the heading of Article 1076.04 of the Standard Specifications to read:

"1076.04 Electric Cable – Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor."

Add the following paragraph to the end of Article 1076.04 of the Standard Specifications:

"(e) Equipment Grounding Conductor. The cross linked polyethylene (XLP) insulated conductor shall be according to Articles 1066.02 and 1066.03. The stranded copper conductor shall be No. 6 AWG and the insulation color shall be green."

164

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **3** In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

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

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

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

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

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

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

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

<u>BASIS OF PAYMENT</u> This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

167

WATER BLASTER WITH VACUUM RECOVERY (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Add the following to Article 783.02 of the Standard Specifications.

"(c) Water Blaster with Vacuum Recovery1101.12"

Revise Article 1101.12 of the Standard Specifications to read.

"1101.12 Water Blaster with Vacuum Recovery. The water blaster shall remove the stripe from the pavement using a high pressurized water spray with a vacuum recovery system to provide a clean, almost dry surface, without the use of a secondary cleanup process. The removal shall be to the satisfaction of the Engineer. The equipment shall contain a storage system that allows for the storage of the wastewater while retaining the debris. The operator shall be in immediate control of the blast head."

168

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within *

working days.

80071

* The completion date for this contract is November 30, 2007. An additional 15 working days will be allowed beyond the November 30, 2007 completion date to allow for final pavement striping and tree planting.

This contract also includes an interim completion date of September 15, 2007 for all work included in Stage 1. This shall include all of the work required to open Lively Boulevard to two-way traffic between Pratt Boulevard and Touhy Avenue. The interim completion does not include hot-mix asphalt surface course placement within the limits of Stage 1.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
Ι.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	6
VI.	Record of Materials, Supplies, and Labor	7
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects.	7
Х.	Implementation of Clean Air Act and Federal	
	Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for	r
	Lobbying	9

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 <u>et seq.</u>) 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:

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.

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

Page 1

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 personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with 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

Page 2

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 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:

 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, 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:

 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:

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 journeymanlevel 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 paid 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:

(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 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 Federallyassisted 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 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).

or program described in Section 1(b)(2)(B) of the Davis Bacon

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 the submission of copies of payrolls by all suncontractors.

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:

 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 he 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 form the total original contract price before computing the amount of work required to be performed by the contractor's 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 <u>et seq.</u>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq.</u>, 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:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective 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 and in all solicitations for 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 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.

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.

Page 10

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

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 <u>http://www.dot.il.gov/desenv/delett.html</u>.

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.il.gov/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.