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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

Proposal Submitted By

284

Name

Address

City

Letting April 23, 2010

NOTICE TO PROSPECTIVE BIDDERS

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

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

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



of Transportation

Springfield, Illinois 62764

Contract No. 63415 LAKE County Section 04-00136-06-CH Route FAU 1248 (Everett Road) Project CMM-9003(153) **District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

A <u>Bid</u> <u>Bond</u> is included.

A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

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

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

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

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



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. 63415 LAKE County Section 04-00136-06-CH Project CMM-9003(153) Route FAU 1248 (Everett Road) District 1 Construction Funds

Project consists of construction of a single-lane roundabout including widening, reconstruction, resurfacing, pavement markings, lighting and all other incidental items to complete the work on FAU Rte. 1248 (Everett Road) at the intersection with Riverwoods Road.

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.

BD 353A (Rev. 12/2005)

- 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
4	Amount of	of Bid	<u>Guaranty</u>	<u>Am</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.

The proposal guaranty check will be found in the proposal for:

Item

Section No.

County

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

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 B	lid
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.

																UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS	PROJECT NUMBER ROUTE 03/153/000 FAU 1248	ECMS002 DTGECM03 ECMR003 PAGE 1 RUN DATE - 03/17/10 RUN TIME - 204518
1111015 DEP SCH CONTR SCH	ACH 17.00 	ACH 17.00	Q YD 7,000.00	ACH 1.00	ACH 4.00	1.00	SUM 1.00	ACH 1.00	Q YD 31.00	ACH 992.00	ACH 120.00	ACH 840.00	ACH 1,220.00	ACH 460.00	ACH 12.00	IT OF ASURE QUANTIT	BER CMM-	RTMENT OF TRAN DULE OF PRICES CT NUMBER - 63
	570 TREES (SPECIAL 	570 TREES (SPECIAL)	338 EROS CONT BLANKET SPL	940 REMOTE CONTR VIDEO SY	542 GATEWAY MON SIGN COMP	378 MAINT TEMP EROS CON S	5 IRRIGATION SYSTEM	710 BACKFLOW PREVENT 2	680 MULCH	01 P P CAL ACUT K F 1GAL	324 S-SPIREA NIP SM 2'	8G3 S-ROSA X KNOCK OUT 3G	3G3 S-ROSA RUG DP CG 3G	724 S-BERBERIS THUN 2'C	453 T-ULMUS ACCOL HE 3	PAY ITEM	NAME CODE DIST SECTION 097 01 04-00136-06-CH 04-00136-06-CH	#- C-91-169-09 ILLINOIS DEP 1-11010-0000 CONTR

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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63415

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FAU 12	04-00	LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63415

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UNIT OF MEASURE	CU YD		Ē	CU YD	Ø	SQ YD	ACRI	AC		POUNI	SQ YI			FOO	FOOT
PAY ITEM DESCRIPTION	REM & DISP UNS MA	FURNISHED EXCAVATION	POROUS GRAN EMB SPEC	TRENCH BACKFILL SPL	GEOTECH FAB F/GR STAB	TOPSOIL F & P 4	SEEDING CL 2A	SEEDING CL 4A	NITROGEN FERT NUTR	POTASSIUM FERT NUTR	EROSION CONTR BLANKET	PERENNIAL PLANTS	TEMP EROS CONTR SEED	TEMP DITCH CHECKS	PERIMETER EROS BAR
I TEM NUMBER	0201200	0400800	0700300	0800250	1001000	1101615	5000210	5000312	5000400	00900	5100630	5400105	8000250	8000305	800040

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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63415

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<u> </u>	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL DOLLARS CENTS DOLLA	AL PRICE ARS CTS
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i S	ONE RIPRAP CL A3	SQ	144.000 X		
I LL.	LTER FABRIC	0	144.000 X		
I <<	BASE CSE A 4	SQ	0.0		
I A	G BASE CSE A 6	SQ YD	136.0		
Ā	REGATE-TEMP ACCESS		20.000 X		
1 CO	MATLS PR CT	GALLON	3.00		
- <	PR CT	ΤO	40	- 11 -	
ו ב ו	B MM IL-4.75 N50	TON	91.		
	SURF REM BUTT JT	SQ YD	61.0		
	MA BC IL-19.0 N70	-	740.0		
	MA SC "D" N70		,022.		
ן <u>ה</u>	PVT 10	SQ YD	493.		
ום. ו	TECTIVE COAT	SQ	094.	- 11	
1 C	C CONC SIDEWALK 5	SQ FT	6,201.000 X		

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63415

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2400800	DETECTABLE	SQ FT	274.000 X		11	
4000100	PAVEMENT REM	Q YD	,682.000		- 11 -	
4000160	HMA SURF REM 2 3/4	sq	,267.000			i I
00200	COMB CURB GUTTER REM	Ē	50.0			I I
4000600	SIDEWALK REM	SQ	3,395.000		- 11 -	I
8100500	AGGREGATE SHLDS A 6	SQ YD	1,113.000		- 11	
0105220	PIPE CULVERT REMOV	FOOT	2,209.000			: I
42A0220	P CUL CL A 1 15	FOOT	96.000			- I
42C0223	P CUL CL C 1 18	FOO	46.000	3 2 3 3 3 3 3 3 1 3 1 3 1 1 1 1 1 1 1 1	- 11	I
4213657	PRC FLAR END SEC 12	EACH	4.000	1	- 11 -	: I
421366	PRC FLAR END SEC 15	EACH	6.000		- 11	
4213663	PRC FLAR END SEC 18	EACH	8.000		- 11 -	i
040050	STORM SEW CL A 1 12	0T	208.000	 		1
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5038400	SS CLEANED 30	FOOT	885.000		- 11	

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I T E M N U M B E R	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS CTS
0500040	REMOV MANHOLES	EACH	1.000 X		
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0605000	COMB CC&G TB6.24		,211.000		
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0605400	COMB CC&G TB6.24 SPL		45.000		
0096090	COMB CC&G TM6.12 SPL		352.000		
 0618300	CONC MEDIAN SURF 4	S S S	78.000		
6500105	WOV W FENCE 4	ED F	92.000		1
600105	FUR ERECT ROW MARKERS	ΕĂ	2.000		
7100100	MOBILIZATION	L SUM	000		1
0101800	TRAF CONT & PROT SPL		000		1
0106800	CHANGEABLE MESSAGE SN	CAL	00		
0300100	SHORT-TERM PAVT MKING		00	1	
00220	TEMP PVT MK LINE 4	FOOT	,849.00		
030023	TEMP PVT MK LINE 5		1,097.000		

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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63415

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TOTAL PRICE DOLLARS															: 12, 000
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QUANTITY	333.000 X	2,500.0	00.0	.000	160.00	,784.0	823.00	172.00	, 169.00	220.00	,024.00	,955.00	0	2.00	1.000
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I TEM NUMBER	0300280	0300520	0301000	0400100	8000100	8000200	000300	8000400	8000500	0090	8001110	8001120	8100100		0400200

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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63415

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1000300	CON T 1 GALVS	FOOT	350.000 X		
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1017510	CON T 1 CNC	FO	05.0		
1018200	CON P 1 GALVS	FO	135.00		
1018500	CON P 2 GALVS	FO	330.00		
1018700	CON P 3 GALVS	Đ	330.00		
1018900	CON P 4 GALVS	ΡŦ	20.00		
	UD 3#6 #6G EPRRHW 1		870.00		I 1
1700105	EC C EPR RHW 1C 12	EO	300.00		
1700110	EC C EPR RHW 1C 10	FO	845.000	1 1 1	
1700120	EC C EPR RHW 1C 6	-O	25.000		
1.01	EC C EPR USE 3-1C 2	EO	600.00		1 1 1
1900200	TR & BKFIL F ELECT WK		,555.00		
2102250	LUM SV HOR MT 250W	EACH	18.000 X	- 11	

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

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

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

2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

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

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

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

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

M. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

/___/ Company has no business operations in Iran to disclose.

/___/ Company has business operations in Iran as disclosed the attached document.

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

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

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

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

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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)			
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 \$102,600.00? YES ____ NO___
- Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ____ NO ___
- 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES ____ NO ___

(Note: Only one set of forms needs to be completed 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. Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, checked, 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 check 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

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 \$106,447.20 (60% of the Governor's salary as of 3/1/09). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL	. (type or print information)		
NAME:			
ADDRESS			
Type of owne	ership/distributable income share):	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of	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. Yes ___No __

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 ___
- 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 \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 No

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 \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 \$106,447.20.00, (60% of the salary of the Governor as of 3/1/09) 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 \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by:

Signature of Individual or Authorized Representative

Date

NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Signature of Authorized Representative

Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B **Other Contracts & Procurement Related Information** Disclosure

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

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 CHECKED

Signature of Authorized Representative	Date

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 63415 LAKE County Section 04-00136-06-CH Project CMM-9003(153) Route FAU 1248 (Everett Road) 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: TABLE A TABLE B

TOTAL Workforce Projection for Contract														C			S
				MIN	ORITY I	EMPLO	YEES	6		TR/	AINEES				TO BE TO CO		
JOB CATEGORIES		TAL OYEES	BL/	ACK	HISP	ANIC	-	THER NOR.	APPI TIC		-	HE JOB			OTAL OYEES	MINO	
	М	F	М	F	М	F	М	F	М	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																	
		BLE C									Г	FOR			IENT USE		
	OTAL Tra		ojectio	n for C	ontract							FUF	V DE			N∟ ĭ	
EMPLOVEES	TO	ΤΔΙ					*0	THER									

EMPLOYEES	TO	TAL					*OTHER			
IN	EMPLO	DYEES	BLA	١CK	HISP	ANIC	MIN	IOR.		
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.

BC 1256 (Rev. 12/11/08)

Note: See instructions on page 2

Contract No. 63415 LAKE County Section 04-00136-06-CH Project CMM-9003(153) Route FAU 1248 (Everett Road) 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 _____

Address

NOTICE REGARDING SIGNATURE									
	signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs ed 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 (Rev. 12/11/08)

Telephone Number _____

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. 63415 LAKE County Section 04-00136-06-CH Project CMM-9003(153) Route FAU 1248 (Everett Road) 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	Signature of Authorized Representative
(IF A CORPORATION)		
		Typed or printed name and title of Authorized Representative
	A	
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Business Address	
SECOND PARTY SHOULD SIGN BELOW)		
	Corporate Name	
	Ву	
(IF A JOINT VENTURE)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
	Business Address	Ű
	Business Audiess	
If more than two parties are in the joint venture,	please attach an addit	ional signature sheet.



Return with Bid

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

Item No.

Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

held jointly, severally and firmly bound unto the STATE OF 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		A.D., .
PRINCIPAL		SURETY	
(Company Name)			(Company Name)
Ву		By:	
(Signature & Title)		(Signature of Attorney-in-Fact)	
	Notary Certification	for Principal and St	urety
STATE OF ILLINOIS,			
County of			
l,		, a Notary Public in and for said County, do hereby certify that	
		and	
(Inser	t names of individuals signin	g on behalf of PRIN	ICIPAL & SURETY)
	y in person and acknowledg		bed to the foregoing instrument on behalf of PRINCIPAL at they signed and delivered said instrument as their free
Given under my hand and notarial s	eal this	day of	A.D.
My commission expires			
· · · ·			Notary Public
	ure and Title line below, the	Principal is ensurin	an Electronic Bid Bond. By signing the proposal and ng the identified electronic bid bond has been executed s of the bid bond as shown above.
Electronic Bid Bond ID#	Company / Bidder Name		Signature and Title

BDE 356B (REV. 10/24/07

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 63415 LAKE County Section 04-00136-06-CH Project CMM-9003(153) Route FAU 1248 (Everett Road) 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., April 23, 2010. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 63415 LAKE County Section 04-00136-06-CH Project CMM-9003(153) Route FAU 1248 (Everett Road) District 1 Construction Funds

Project consists of construction of a single-lane roundabout including widening, reconstruction, resurfacing, pavement markings, lighting and all other incidental items to complete the work on FAU Rte. 1248 (Everett Road) at the intersection with Riverwoods Road.

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

By Order of the Illinois Department of Transportation

Gary Hannig, Secretary

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INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2010

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

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

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¥

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RECURRING SPECIAL PROVISIONS

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

1 X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-10) 111 2 X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) 114 3 X EEO (Eff. 7-21-78) (Rev. 1-1-860) 115 4 Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) 125 7 Regerved 133 8 Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-65) (Rev. 1-1-07) 138 9 Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) 138 10 Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) 144 11 Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-99) (Rev. 1-1-07) 144 2 Subsealing of Concrete Pavements (Eff. 1-1-87) (Rev. 1-1-07) 144 12 Subsealing of Concrete Pavements (Eff. 1-1-67) (Rev. 1-1-07) 144 13 Hot-Mix Asphalt Surface Correction (Eff. 1-1-98) (Rev. 1-1-07) 145 14 Subsealing of Concrete Pavements (Eff. 1-1-68) (Rev. 1-1-07) 146 15 PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) 155 15<	<u>CHE</u>	<u>CK S</u>	<u>SHEET #</u>	AGE
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Watershed Development Pormit

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

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File Name	<u>Pg #</u>		Special Provision Title	Effec	<u>tive</u>	Revised
* 80238	Convertion.	Monthly Emp	loyment Report	April	1, 2009	Jan. 1, 2010
80253			fic Barrier System	Jan.	1, 2010	
80082		Multilane Pav	ement Patching	Nov.	1, 2002	
80180	219	X National Poll	utant Discharge Elimination System / Erosion a	nd Sediment April	1, 2007	Nov. 1, 2009
			ency Deduction			
80208			rk Zone Lighting		1, 2008	
80182	221		f Reduced Width		1, 2007	
80069			Rich Paint System		1, 2001	Jan. 1, 2010
80216			amp Closure for Freeway/Expressway		1, 2009	
80231			arking Removal		1, 2009	
80254		Pavement Pa			1, 2010	
80022	222		Subcontractors		1,2000	Jan. 1, 2006
80209	224		tective Equipment		1, 2008	
* 80232	225	X Pipe Culverts			1, 2009	April 1, 2010
80119			ement Marking		1, 2004	Jan. 1, 2009
80210			nent Concrete Inlay or Overlay		1,2008	
80170	229		nent Concrete Plants		1,2007	
80217			Extruded Aluminum Signs		1,2009	
80171	231	X Precast Hand			1,2007	April 1 2000
80218			aintenance – Bituminous Surface Treatment		1,2009	April 1, 2009
80219			aintenance – Cape Seal		1,2009	April 1, 2009
80220			aintenance – Micro-Surfacing		1,2009	
80221			aintenance – Slurry Seal		1, 2009	
80211		Prismatic Cu			1,2008	14 ¹
80015			nience and Safety		1, 2000 1, 1986	Jan. 1, 2006
34261			ective Liability Insurance ective Liability Insurance (5 and 10)		1, 1900	Jan. 1, 2000
80157 * 80247	000		clive Pavement Markers			April 1, 2010
80247	200		e for Freeway/Expressway		1, 2009	A PINAL COLO
80223			sphalt Pavement (RAP)		1, 2007	Jan. 1, 2010
80183	234	X Reflective Sh	eeting on Channelizing Devices		1, 2007	Nov. 1, 2008
80206	204		nt Bars – Storage and Protection		1,2008	April 1, 2009
80224			dge Approach Pavements Using High-Density Foal		1, 2009	
80131	235	X Seeding			1,2004	Jan. 1, 2010
80152	238		ating Concrete for Cast-In-Place Construction		1, 2005	Jan. 1, 2009
80132	243		ating Concrete for Precast Products		1,2004	Jan. 1, 2007
80127		Steel Cost Ad			2, 2004	April 1, 2009
80255		Stone Matrix			1,2010	• •
* 80234		Storm Sewer			1,2009	April 1, 2010
80143	245		r Mobilization Payments		l 2, 2005	
80075			ng of Pavements	Apri	1, 2002	Jan. 1, 2007
80087	246		rosion Control	Nov	1, 2002	Jan. 1, 2010
80256			ongitudinal Traffic Barrier System	Jan	1, 2010	
80225			aised Pavement Marker	Jan	1, 2009	
80176	248	X Thermoplasti	c Pavement Markings	Jan	. 1, 2007	
80257			r Terminal, Type 6		. 1, 2010	
20338	250		cial Provisions		15, 1975	
80258			ed/Trailer Mounted Attenuators		. 1, 2010	
80071	253	X Working Day	S	Jan	. 1, 2002	

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

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

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

- Bridge Demolition Debris
- Building Removal-Case I

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Building Removal-Case II

- Building Removal-Case IV
- Completion Date
 - Completion Date Plus Working Days
- Building Removal-Case III DBI
- Completion Date Plus V
 DBE Participation

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

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as Lake County Section <u>04-</u><u>00136-06-CH</u>, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DATED
Standard Specifications for Road and Bridge Construction	January 1, 2007
Manual on Uniform Traffic Control Devices for Streets and Highways Illinois Supplement	2003 Edition November 2004
Supplemental Specifications and Recurring Special Provisions (indicated on the Check Sheet included herein)	January 1, 2010
Standard Specifications for Water & Sewer main Construction in Illinois	Current edition

LOCATION OF IMPROVEMENT

The location of this improvement is at the intersection of Riverwoods Road and Everett Road at the boundary of Lincolnshire and Mettawa in Lake County.

DESCRIPTION OF IMPROVEMENT

The work consists of the construction of a single-lane roundabout at the intersection of Riverwoods Road and Everett Road. The improvement also includes the widening and reconstruction of the four approach legs as well as realignment of Everett Road. Additional work includes splitter island construction; resurfacing; thermoplastic and temporary pavement markings; new roadway lighting; and other related items.

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DIVISION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 107.23 PROTECTION OF STREAMS, LAKES, RESERVOIRS, NATURAL AREAS, WETLANDS, PRAIRIE AREAS, SAVANNAHS, AND ENDANGERED AND THREATENED SPECIES

CONCRETE WASHOUT FACILITY

Description: The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the "Standard Specifications".

General: To prevent pollution by residual concrete and/or the by product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision and LCDOT standard LC4202 included in these plans. Concrete washout facilities shall be required on all projects regardless of the need for NPDES permitting. On projects requiring NPDES permitting, concrete washout facilities shall also be addressed in the Storm Water Pollution Prevention Plan.

The concrete washout facility shall be constructed on the job site according to LC4202. The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed. **Basis of Payment:** This work <u>will not</u> be paid for separately, but shall be included in the cost of the concrete work items included in the contract.

ARTICLE 107.25 PROTECTION AND RESTORATION OF TRAFFIC SIGNS

The Contractor shall protect and restore traffic signs within the limits of the project according to Article 107.25 of the "Standard Specifications" and the following:

- 1. All signs removed shall be reinstalled 16 feet to 18 feet off the edge of pavement where possible. In curb sections this will vary and will be determined by the Lake County Division of Transportation.
- 2. All single sign installations shall be installed with the bottom of the sign 5 feet above edge of pavement in rural districts, and 7 feet above the edge of pavement in business, commercial or residential districts. On installations having two or more signs, the bottom of the lowest sign shall be 4 feet above edge of pavement.
- 3. All signs replaced will be erected using new "Telespar" system metal bases cut 42" long from 2¼" square material. They are to be driven into solid ground using a pneumatic driver. This work will not be paid for separately but shall be considered included in the cost of MOBILIZATION.

ARTICLE 107.27 INSURANCE

The Contractor shall obtain and thereafter keep in force insurance according to Article 107.27 of the "Standard Specifications" and the following:

1.0 Hold Harmless Clause

The Provider agrees to indemnify, save harmless and defend the County of Lake, its agents, servants, and employees and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Lake, its agents, servants, or employees or any other person indemnified hereunder.

2.0 Liability Insurance

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

2.1 Commercial General Liability

Commercial General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use therefrom.

2.2 Worker's Compensation

Worker's Compensation Insurance shall be maintained covering all liability of the contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois.

2.3 Employer's Liability

Employer's Liability shall be maintained to respond to claims for damages because of bodily injury, occupational sickness or disease or death of the Contractor's employees.

2.4 Automobile Liability

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired or borrowed.

2.5 Minimum Limits of Liability

The Contractor's liability insurance as required by paragraphs 2.1, 2.3 and 2.4 shall be written with limits of insurance not less than the following:

2.5.1 Commercial General Liability Insurance

*General Aggregate Limit (Other Than Products	
Completed Operations)	\$4,000,000
Products Completed Operations Aggregate Limit	\$4,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each occurrence Limit	\$2,000,000

*The policy shall be endorsed for the general aggregate to apply on a "per project" basis.

2.5.2 Employers Liability Insurance

Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

2.5.3 Automobile Liability

Bodily Injury, Property Damage and Covered Pollution Cost or Expense (Each Occurrence Limit)

\$2,000,000

2.6 Insurance Conditions

Lake County, its agents, officers and employees shall be named as additional insured under ISO (Insurance Services Office) additional insured endorsement CG 20 26, edition date 10/93 or its equivalent. The Contractor's insurance shall be primary and noncontributory. The contractual liability insurance coverage shall be broad enough to respond to the liability assumed by the Contractor in the Hold Harmless Clause contained herein.

Coverage shall be provided for Lake County, its officers, agents and employees, all members of Boards, Commissions, Committees, Trustees and Organizations of the County, all volunteers and members of volunteer organizations and other non-paid personnel, including college and high school interns, while acting on behalf of the County.

2.7 Certificates of Insurance

Certificates of Insurance with required endorsements acceptable to the County of Lake shall be filed with the County of Lake prior to commencement of the work, containing the following:

<u>2.7.1</u> Be provided with a 30 day prior notice, in writing, of Notice of Cancellation, Non-Renewal, or material change specified within an endorsement by the insurance company.

<u>2.7.2</u> Be provided with certificates of insurance evidencing the endorsement and endorsement as specified above and required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals, replacements and endorsements of said policies of insurance at least 15 days prior to expiration, cancellation or non-renewal of such policies.

2.8 Duration of Coverage

The insurance described herein shall be maintained for the duration of the contract, including warranty period.

2.9 Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, Lake County may purchase such insurance coverages and charge the expense thereof to the Contractor.

3.0 Payment

All costs for insurance as specified herein will be considered as included in the cost of the contract.

DIVISION 200. EARTHWORK, LANDSCAPING, AND EROSION CONTROL

20700300 POROUS GRANULAR EMBANKMENT, SPECIAL

Description: This work shall consist of furnishing and placing porous granular embankment.

Materials: The aggregate shall be according to Article 1004.05 of the "Standard Specifications" except as follows:

^{1.} Crushed Stone, Crushed Blast Furnace Slag, or Crushed Concrete meeting the requirements of the following table will be permitted.

Sieve Size	Percent Passing	
6″*	97 +/- 3	
4″	90+/- 10	
2″	45 +/- 25	
#200	5 +/- 5	

* For undercut less than 6", sieve size may be 4".

^{2.} Crushed Gravel meeting the requirements of the following table will be permitted.

Sieve Size	Percent Passing	
6″*	97 +/- 3	
4"	90+/- 10	
2″	55 +/- 25	
#4	30 +/- 20	
#200	5 +/- 5	

* For undercut less than 6", sieve size may be 4".

Steel slag and other expansive materials will not be permitted.

Equipment: A vibratory roller according to Article 1101.01(g) of the "Standard Specifications" shall be used to roll each lift of material.

General: The work shall be performed according to Section 207 of the "Standard Specifications" and the following:

A vibratory roller 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.

Porous Granular Embankment, Special shall be used in all widening and pavement reconstruction areas as shown on the plans. Undercut and PGE placement in addition to the plan thickness will be done as field conditions warrant. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown in the plans. **Method of Measurement:** Porous Granular Embankment, Special will be measured for payment in tons according to Article 311.08(b) of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per ton for POROUS GRANULAR EMBANKMENT, SPECIAL.

20800250 TRENCH BACKFILL, SPECIAL

Description: This work shall consist of furnishing and placing aggregate backfill in all trenches made in the subgrade of the proposed improvement, and all trenches where the inner edge of the trench is within 2 feet of the proposed edge of pavement, curb, gutter, curb and gutter stabilized shoulder, or sidewalk.

Materials: The aggregate shall be according to Article 208.02 of the "Standard Specifications", except that it may be a local material meeting the approval of the Engineer.

General: The work shall be performed according to Section 208 of the "Standard Specifications".

Method of Measurement: Trench Backfill Special shall be furnished for backfilling to the full width of the trench. It will be measured in cubic yards in place, except that the quantity for payment shall be limited to the following maximum width:

The maximum pay width for backfilling storm sewer and culvert trenches shall be the outside diameter of the pipe plus 18" for trench depths up to 3 feet, and the outside diameter of the pipe plus 36" for trench depths over 3 feet.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL, SPECIAL.

28000305 TEMPORARY DITCH CHECKS

Description: This work shall consist of constructing, maintaining, and removing temporary ditch checks.

Materials: The ditch checks shall be constructed with products from the following:

The temporary ditch checks shall be limited to Triangular Silt DikesTM, or an approved equal.

<u>Manufacturer</u> Triangular Silt Dike Company, Inc. 608 Greenwood Midwest City, OK 73110-1632 (405)741-7406 <u>Area Representative/Dealer</u> GSI Geosynthetics, Inc. 428 N. Pewaukee Road Waukesha, WI 53188 (800) 444-5523

General: The work shall be performed according to Section 280 of the "Standard Specifications", LCDOT Standard Drawing LC2050 and the following:

Each silt dike shall consist of a 7 foot (approximately) long triangular section of urethane foam covered with a geotextile fabric, and installed on a geotextile fabric apron. Triangular Silt DikesTM shall be installed at the locations specified on the Erosion Control Plan, or as directed by the Engineer. Their installation shall be according to the detail as shown on the plans and the manufacturer's recommendations.

The geotextile fabric shall conform to Article 1080.05 of the "Standard Specifications", for Geotechnical Fabric for French Drains.

The ditch checks shall become the property of the Contractor upon their removal.

Method of Measurement: Temporary Ditch Checks will be measured for payment as 1 each for each 7 foot section actually installed.

Basis of Payment: This work will be paid for at the contract unit price per each for TEMPORARY DITCH CHECKS. *The unit price shall include all labor, equipment and materials necessary for their installation and removal. The maintenance of this item shall be included with and paid for as part of the contract lump sum price for MAINTENANCE OF TEMPORARY EROSION CONTROL SYSTEMS.*

28000400 PERIMETER EROSION BARRIER

Description: This work shall consist of constructing, removing and disposing of perimeter erosion barrier as part of the project's temporary erosion control system.

General: The work shall be performed according to Section 280 of the "Standard Specifications" and the following:

The perimeter erosion barrier shall be limited to temporary silt filter fence meeting the requirements of AASHTO Standard M 288-00. This specification is applicable to the use of a geotextile as a vertical, permeable interceptor designed to remove suspended soil from overland water flow. The function of a temporary silt fence is to filter and allow settlement of soil particles from sediment-laden water. The purpose is to prevent the eroded soil from being transported off the construction site by water runoff.

All removed materials shall be disposed of outside the right-of-way according to Article 202.03 of the "Standard Specifications".

Materials:

Geotextile Requirements: The geotextile used for the temporary silt fence shall be classified as supported (with a wire or polymeric mesh backing) or unsupported (no backing). The temporary silt fence geotextile shall meet the requirements of Table 6 included below. All numeric values except Apparent Opening Size (AOS) represent Minimum Average Roll Values (MARV as defined in ASTM D4439). The values for AOS are the Maximum Average Roll Values.

Table 6 – Temporary Silt Fence Requirements

Requirements Test Methods Su	· · · · · · · · · · · · · · · · ·	Wire	Unsupported Silt Fence	
	Backed Supported Silt Fence ^a	Geotextile Elongation >=50% ^b	Geotextile Elongation <50% ^b	
Maximum Post Spacing		4 feet	4 feet	6 feet
Grab Strength	ASTM D 4632			
Machine direction		90 lbs	124 lbs	124 lbs
X-Machine direction		90 lbs	100 lbs	100lbs
Permittivity ^c	ASTM D 4491	0.05 sec ⁻¹	0.05 sec ⁻¹	0.05 sec ⁻¹
Apparent Opening Size	ASTM D 4751	0.024in maximum average roll value		
Ultraviolet stability (retained strength)	ASTM D 4355	70% after 500 hours of exposure		

Notes:

- a) Silt fence support shall consist of 14-guage steel wire with a mesh backing of 150mm x 150mm (6in x 6in) or prefabricated polymeric mesh of equivalent strength.
- b) As measured in accordance with ASTM D 4632.
- c) These default filtration property values are based on empirical evidence with a variety of sediments. For environmentally sensitive areas, a review of previous experience and/or site or regionally specific geotextile tests should be performed by the agency to confirm suitability of these requirements.

Support Posts: The support posts may be composed of wood, steel or a synthetic material. The posts shall be a minimum length of 3 feet plus the buried depth. They shall have sufficient strength to resist damage during installation and to the support the applied loads due to material build up behind the silt fence.

- 1) Hardwood posts shall be a minimum of 1.2" x 1.2"
- 2) No. 2 southern pine posts shall be a minimum of 2.6" x 2.6"
- 3) Steel posts may be U, T, L, or C shape, weighing 1.3lbs per foot.

Fence Support: The wire or polymer support fence shall be at least 30" high and strong enough to support the applied loads. Polymer support fences shall meet the same ultraviolet degradation requirements as the geotextile material (see table 6).

The wire support fence shall:

- ➢ Be a minimum of 14-gauge.
- > Have a minimum of 6 horizontal wires.
- > The maximum vertical wire spacing shall be 6".

Construction:

The silt fence shall be installed with a minimum height above ground of 30". The geotextile at the bottom of the fence shall be buried, in a "J" configuration to a minimum depth of 6", in a trench so that no flow can pass under the silt fence. The trench shall be backfilled and the soil compacted over the geotextile.

The geotextile shall be spliced together with a sewn seam or two sections of fence may be overlapped instead. The sewn seam shall be positioned only at a support post.

The Contractor must demonstrate to the satisfaction of the Engineer that the geotextile can withstand the anticipated sediment loading.

The posts shall be placed at spacing as shown on the project plans. Posts shall be driven or placed a minimum of 20" into the ground. The depth shall be increased to 24" if the fence is placed on a slope of 3:1 or greater. If the 20" depth is impossible to obtain, the posts shall be adequately secured to prevent overturning of the fence due to sediment loading.

The support fence shall be securely fastened to the upslope side of the fence post. The support fence shall extend from the ground surface to the top of the geotextile.

When un-supported fence is used, the geotextile shall be securely fastened to the fence posts.

Field monitoring shall be performed to verify that the placement of an armor system does not damage the geotextile.

Silt fences should be continuous and transverse to the flow. The silt fence should follow the contours of the site as closely as possible. The fence shall also be placed such that run off cannot flow around the end of the fence.

The silt fence should be located so that the drainage area is limited to an area equivalent to 1000 square feet for each 10 feet of fence length. Caution should be used where the site slope is greater than 1:1, and/or water flow rates exceed 0.1 cubic feet per second for each 10 feet of fence length.

Maintenance:

The Contractor shall inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct any deficiencies.

The Contractor shall also make a daily review of the location of silt fences in areas where construction activities have altered the natural contour and drainage runoff to ensure that the silt fences area properly located for effectiveness. Where deficiencies exist as determined by the engineer, additional silt fence shall be installed as directed by the Engineer.

Damaged or otherwise ineffective silt fences shall be repaired or replaced promptly.

Sediment deposits shall either be removed when the deposit reaches half the height of the fence or a second silt fence shall be installed as directed by the Engineer.

The silt fence shall remain in place until the Engineer directs it to be removed. Upon removal, the contractor shall remove and dispose of any excess sediment accumulations, dress the area to give it a pleasing appearance, and cover with vegetation all bare areas in accordance with the contract requirements.

Removed silt fence may be used at other locations provided the geotextile and other material requirements continue to be met to the satisfaction of the Engineer.

Method of Measurement: This work will be measured for payment in place in feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for PERIMETER EROSION BARRIER. The unit price shall include all work and materials necessary to properly install the barrier and to remove and dispose of the used materials at the completion of the project. *Maintenance requirements shall be included and paid for under the special provision for MAINTENANCE OF TEMPORARY EROSION CONTROL SYSTEMS.*

DIVISION 400. SURFACE COURSES, PAVEMENTS, REHABILITATION, AND SHOULDERS

40201000 AGGREGATE FOR TEMPORARY ACCESS

Description: This work shall consist of furnishing and constructing temporary aggregate driveways and roads to maintain ingress and egress to all abutting properties during construction operations.

Materials: The aggregate shall be according to Article 1004.04 of the "Standard Specifications" except that:

The material shall be limited to crushed gravel, crushed stone or crushed concrete. The plasticity index requirements and the requirements for adding water at the central mixing plant will be waived.

General: The work shall be performed according to Article 402.10 of the "Standard Specifications" and the following:

Temporary accesses shall be constructed to the dimensions determined by the Engineer.

After the temporary aggregate accesses have served their purpose, the aggregate shall be removed, and, with the approval of the Engineer, suitable aggregate may be utilized for another purpose, such as embankment construction or driveway apron construction.

Aggregate not reused, shall be removed and disposed of outside the right-of-way according to Article 202.03 of the "Standard Specifications".

Method of Measurement: Aggregate for Temporary Access will be measured for payment in tons according to Article 311.08(b) of the "Standard Specifications". *Measurement will be made for the initial use of the aggregate only, regardless of the number of times the aggregate is moved and/or reused.*

Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS. *The unit price shall be payment in full for furnishing, transporting, placing, maintaining and removing the aggregate.*

DIVISION 500. STRUCTURES

55038400 STORM SEWERS TO BE CLEANED 30"

Description: All existing storm sewers, pipe culverts shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans or as directed by the Engineer.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned according to Article 602.15. This work will be paid for according to Article 602.16.

All other existing drainage structures which are specified to be cleaned on the plans will be cleaned according to Article 602.15.

Method of Measurement: Cleaning of drainage structures shall be measured for payment in feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for STORM SEWERS TO BE CLEANED 30".

DIVISION 600. INCIDENTAL CONSTRUCTION

6060XXXX COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)

Description: This work shall consist of constructing type B-6.12, B-6.24, and M-6.12 concrete curb and gutter.

Materials: The materials shall be according to Article 606.02 of the "Standard Specifications".

General: The work shall be performed according to Section 606 of the "Standard Specifications" and IDOT Standard Drawing 606001 and the following:

One inch expansion joints shall be constructed at maximum intervals of 150 feet.

The end treatments as specified in the plans shall conform to the applicable special details. Where no end treatment is specified, curb and gutter endings shall be transitioned to a flat section over the final 6 feet.

Concrete Curb and Gutter, (Special) will be constructed in stages. As shown on the plans, see the "Traffic Control General Notes" for the locations of the staged curb and gutter construction. Details of the staged construction are included with the stage construction typical sections as shown on the plans.

Method of Measurement: Combination Concrete Curb and Gutter, Type B-6.12, Combination Concrete Curb and Gutter, Type B-6.24, Combination Concrete Curb and Gutter, Type M-6.12, Combination Concrete Curb and Gutter, Type B-6.24 (Special), Combination Concrete Curb and Gutter, Type B-6.24 (Special), Combination Concrete Curb and Gutter, Type B-6.24 (Special) and Combination Concrete Curb and Gutter, Type B-6.24 (Abutting Existing Pavement) will be measured for payment in feet. The measurement will be made along the face of curb according to Article 606.14 of the "Standard Specifications". *All Transitions between Type B-6.24 and other Types of Concrete Curb and Gutter will be paid for at the contract unit price per foot for Combination Concrete Curb and Gutter, Type B-6.24. The transition length will be 10 feet unless otherwise specified in the plans.*

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12, COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24, COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12, COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL), COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (SPECIAL), COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12 (SPECIAL) AND COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (ABUTTING EXISTING PAVEMENT). The unit price shall include all materials, equipment and labor required to construct the Concrete Curb and Gutter of the type specified. The unit price shall also include the cost of all tie bars, reinforcing steel, drilling and grouting required for the staged construction of the Concrete Curb and Gutter (Special) as shown on the plans and as directed by the Engineer.

X0322494 CURB CUT

Description: This work shall consist of constructing curb cuts at the locations indicated on the plans and according the construction details in the plans.

Materials: The materials shall be according to Article 606.02 of the "Standard Specifications".

General: The work shall be performed according to Section 606 of the "Standard Specifications", "Curb Cut Gutter Taper" detail in the plans, and the following:

The curb cuts shall be cast-in-place construction. Sawing of full height curb head will NOT be permitted.

Expansion joints shall be preformed joint filler at a thickness of 1 inch and shall be placed at each end of the curb cut.

The rock splash pad shall consist of coarse aggregate with a gradation of CA-1 per Article 1004.01 of the "Standard Specifications".

Method of Measurement: Curb Cuts will be measured for payment in feet along the front face of curb as though the curb is full height.

Basis of Payment: This work will be paid for at the contract unit price per foot for CURB CUT. The unit price shall include the cost of all materials, equipment, and labor required to construct the curb cuts according to Section 606 of the "Standard Specifications", the "Curb Cut Gutter Taper" detail as shown on the plans, and as specified herein. The pay limits of CURB CUT are as shown on the "Curb Cut Gutter Taper" detail on the plans. The rock splash pad and 1" preformed expansion joints will not be paid separately but shall be considered as included in the unit price of CURB CUT.

X0325055 CONCRETE MEDIAN SURFACE (STAMPING)

Description: Work under this item must be performed in accordance with the Standard Specifications except as herein modified. This item must consist of providing Decorative Concrete Stamping as shown on the drawings, consisting of plain and integral colored concrete imprinted with custom stamps, release agent and treated with a concrete sealer. Provide all custom stamps, skins and partial stamps to achieve finish result.

General Requirements: Installer Qualifications: Installer must have substantial years of experience installing imprinted concrete in aesthetic design patterns, for projects of similar size and scope, and must use experienced supervisor and crews throughout the installation of designated systems.

Finish Quality: Textural imprint must be consistent within and between pours. Remove and dispose of off the site all non-conforming work, including concrete with surface defects such as texture irregularities, chips, cracks, spalls, scales, air bubbles, honeycomb, rock pockets, fins or other projections, depressions, or elevations on surface, stains or discolorations which cannot be removed, or pattern irregularities, such as too deep or too shallow grooves, pillow effects, wrinkles between patterns, or unmatched patterns.

Special Warranty: Provide a written warranty, agreeing to maintain the work for a period of 2 years from initial acceptance of the installation for spalling, scaling, and grout failure.

Submittals: Supply well labeled concrete samples for Engineer's acceptance at least one month prior to pour. Submit manufacturer's data for all proprietary materials. Furnish ready mix plant tickets giving strength and classification. Submit shop drawings of all patterns, including the sample panel of corner, for approval by the Engineer, prior to creating sample panel.

Weather: Schedule work for predicted favorable weather conditions. For cold weather or hot weather placement, conform to ACI 306 and ACI 305 standards, respectively. Concrete that arrives on the job site with temperatures in excess of 90 degrees must not be used.

Confirm Grades: Verify grades and elevations shown on the drawings before proceeding with the work. Confirm subgrade compaction at 95% minimum.

Coordination: Coordinate installation of all underground utilities, footings, above ground improvements and other fixtures. Obtain templates from fixture installers.

Utilities: Prior to the start of work, determine whether underground installations; i.e., sewer, telephone, water, fuel, electric lines, etc., will be encountered, and if so where such underground installations are exactly located. Have Utility Owners stake locations of existing utility structures prior to pour. Do not pave over utility structures. Notify Resident Engineer immediately of any obstructions encountered.

Proximity of Ready-Mix Plant: Plant must be located within thirty minutes driving time to site.

General: All products must be by one manufacturer and used per manufacturer's written instructions.

Other Materials: All ingredients that form the surface characteristics, including patterning, must be provided from one manufacturer, not from multiple manufacturers.

Wood Forms: Forms must be nominal 2" thick lumber or steel of same strength. Forms must be free from warp, tight enough to prevent leakage of concrete, and substantial enough to maintain their shape and position without springing or settlement, when concrete is placed or vibrated. Forms must be staked, braced and tied together securely. Forms must be clean and those for surfaces to be exposed must produce a smooth, even finish without fins or board marks. Forms must be true to finish grade and sloped where indicated to obtain finish grade.

Form Joints: Clean all wood form joints of release agent residue and seal with 2" wide vinyl or polyester film tape to prevent leaking of water. Silicone sealant may be used for joint sealing. Plastic snap-tie cones must be non-leaking. Seal form liners by fusing edges together.

Curved Forms: Form curves with flexible or curved forms conforming to radius shown on Drawings. Straight sections are not acceptable to form curves. Transition from straight to curve must be tangent to curve.

Coordination and Confirmation: Coordinate with all installers working adjacent to work of this section including placement and compaction prior to construction of decorative concrete.

Sequence: Snap lines to establish center stamp and lines of pattern as shown on the Drawings, keeping straight lines, perpendicular and parallel. Form and pour handicap ramps and medallions first, according to Specifications below. Use expansion material where shown and cold joints between pours. Fully protect ramps from damage during concrete pouring, imprinting and coloring operations

Saw-cut Joints: After 24 hours of pouring concrete, saw-cut control joints one quarter the thickness of the slab. Do not intersect saw lines at angles of less than 90 degrees. Saw lines in the stamped joints, not through the middle of patterns, as directed by the Engineer. Joints must not disrupt intended pattern of stamps. Saw-cut joint locations shall be as directed by the Engineer.

Concrete: Concrete shall follow the Standard Specifications for each type of concrete specified to be stained and stamped.

Curing: Cure concrete according to manufacturer's recommendations.

Remove and Replace Uneven Impressions: Uneven stamped impressions must be brought to a uniform condition by grinding and work will be acid washed. Grossly uneven impressions will be removed by removing the entire section of pavement, and re-pouring at no additional cost to the Contract, at the determination of the Engineer.

Apply Sealer: Clean concrete area and apply 2 coats of final sealing agent. Do not seal when slab temperature is below 50 degrees Fahrenheit.

Protect Concrete: Protect at all times all concrete exposed to view from oil, mud, tar, mortar, grease, paint and damaging traffic. The finish surface must present a uniformly colored, clean appearance until acceptance. Protect any adjacent landscaping from acid runoff.

Perform final quality control work, repair and cleaning with specified materials and methods. Surface finish and color on repairs must exactly match. Saw-cut, remove and legally dispose of off the site all non-conforming or defective work and replace with specified quality. Where defect occurs within a panel, remove and replace entire panel from joint to joint. Clean and remove from premises all unused material and debris resulting from work.

Method of Measurement: CONCRETE MEDIAN SURFACE (STAMPING) will be measured per square foot as noted on the plans, complete in place including imprinting concrete; color hardening, staining and sealing concrete; furnishing all other system components and performing all specified operations to provide the complete Item. Removing existing unsuitable concrete and base material; excavating, furnishing, placing and compacting base material will be measured elsewhere.

Basis of Payment: This work will be paid for at the contract unit price per square foot for CONCRETE MEDIAN SURFACE (STAMPING), including all labor, materials, equipment, and Traffic Control and Protection.

X2800500 INLET PROTECTION, SPECIAL

Description: This work shall consist of constructing, maintaining, removing, and disposing of inlet protection as part of the projects temporary erosion control system.

General: The work shall be performed according to Section 280 of the "Standard Specifications", and the following:

The inlet protection shall consist of silt filter fence placed around the perimeter of the inlet. The silt filter fence shall be supported by $1'' \times 2''$ wooden stakes with a minimum length of 3 feet. The stakes shall be spaced no more than 3 feet apart, and shall be driven into the ground a minimum of 8''.

The filter fabric shall be installed in a backfilled trench 6" deep and securely attached to the posts by a method approved by the Engineer. The rim elevation of the casting shall be temporarily set a minimum of 6" above the adjacent grade. This elevation may vary to avoid flooding conditions as determined by the Engineer.

Method of Measurement: This work will be measured for payment as individual items and the unit of measurement will be each regardless of the size or type of inlet being protected.

Basis of Payment: This work will be paid for at the contract unit price per each for INLET PROTECTION, SPECIAL.

X6013600 PIPE UNDERDRAINS 4" (MODIFIED)

Description: This work shall consist of constructing pipe underdrains of the required inside diameter.

Materials: The pipe underdrain materials shall be according to Article 601.02 of the "Standard Specifications" except that:

They shall be limited to the following items:

- (m) Perforated Polyvinyl Chloride (PVC) Pipe [1040.03(b)]
 - (n) Perforated Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior [1040.03(c)]
- (r) Perforated Corrugated Polyethylene (PE) Pipe with a Smooth Interior [1040.04(a)]

General: The work shall be performed according to Section 601 of the "Standard Specifications" and the following:

Rodent shields and square concrete collars (where required) as shown on LCDOT standard drawing LC6010 in the plans, shall be included in the cost of PIPE UNDERDRAINS 4" (MODIFIED).

Method of Measurement: Pipe underdrains shall be measured in place, in feet, of actual pipe installed.

Basis of Payment: This work will be paid for at the contract unit price per foot for PIPE UNDERDRAINS 4" (MODIFIED). *The unit price shall include furnishing and placing all pipe, fittings, connecting pipes, rodent shields, and concrete collars.*

XX004878 MAINTENANCE OF TEMPORARY EROSION CONTROL SYSTEMS

Description: This work shall consist of maintaining the temporary erosion control systems installed by the Contractor, as directed by the Engineer, to control siltation at all times during the duration of the project.

General: The work shall be performed according to Section 280 of the "Standard Specifications" and the following:

Maintenance of Temporary Erosion Control Systems shall include the repair of the various systems, removal of entrapped sediment and cleaning of any silt filter fabric. The sediment shall be removed as directed by the Engineer and disposed of according to Article 202.03 of the "Standard Specifications".

Accumulated silt in sediment basins shall be removed at any time the basin becomes 75% filled. Any additional materials and work required by the Engineer will be measured and paid for as specified.

When a temporary erosion control system is in need of maintenance, the Engineer will give the Contractor written notice. If the Contractor fails to maintain the temporary erosion control systems, as directed by the written notice of the Engineer, the Engineer may, at the expiration of a period of 48 hours, proceed to maintain the systems as deemed necessary. The cost of the maintenance will be deducted from any compensation due, or which may become due the Contractor under this contract.

Basis of Payment: This work will be paid for at the lump sum contract unit price for MAINTENANCE OF TEMPORARY EROSION CONTROL SYSTEMS. *The unit price shall include the cost of all materials, equipment, and labor required to effectively maintain the temporary erosion control systems constructed and installed for this project.*

XX006338 EROSION CONTROL BLANKET (SPECIAL)

Description: This work shall consist of furnishing and placing erosion control blanket over seeded areas on slopes 2:1 or steeper.

Materials: The erosion control blanket shall be according to Article 1081.10 of the "Standard Specifications", except that:

The blanket material shall be limited to 100% biodegradable coconut fiber erosion control blanket with natural fiber netting.

General: The work shall be performed according to Section 251 of the "Standard Specifications".

Method of Measurement: This work will be measured for payment in place in square yards of actual area covered.

Basis of Payment: This work will be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET (SPECIAL).

Z0018500 DRAINAGE STRUCTURES TO BE CLEANED

Description: All existing manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans or as directed by the Engineer.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned in accordance with Article 602.15. This work will be paid for in accordance with Article 602.16.

All other existing drainage structures which are specified to be cleaned on the plans will be cleaned according to Article 602.15.

Method of Measurement: Cleaning of drainage structures shall be measured for payment as each.

Basis of Payment: This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED.

Z0019600 DUST CONTROL WATERING

Description: This work shall consist of applying a dust retardant to the project roadways at the request of the Engineer and is not intended for use in the compaction of earth embankments or aggregate materials.

This work shall be performed in accordance with Article 107.36 of the Standard Specifications except as modified herein.

Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the Engineer, in a manner meeting his approval. All equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

Method of Measurement: This work will be measured in units of gallons of water applied. One unit will be equivalent to 1,000 gallons of water applied.

Basis of Payment: This work shall be paid for at the contract unit price per unit for DUST CONTROL WATERING, which price shall be payment in controlling dust as herein specified.

Z0022800 FENCE REMOVAL

Description: This work shall consist of the removal and disposal of an existing fence from the project site.

General: The Contractor shall remove all components of the existing fence including concrete used to anchor fence posts, bracing, guy wires, posts, and/or gates. All removed materials shall be disposed of outside the limits of the right-of-way according to Article 202.03 of the "Standard Specifications" and/or as directed by the Engineer.

Method of Measurement: This work will be measured for payment in feet, along the top of the existing fence, from center to center of end posts, excluding the length occupied by gates.

Basis of Payment: This work will be paid for at the contract unit price per foot for FENCE REMOVAL.

Z0036200 PAINT CURB

Description: This work shall consist of furnishing and applying paint pavement markings to concrete curb and median noses as depicted in the plans.

Materials: The materials shall be according to Article 780.02 (b) of the "Standard Specifications" and the following:

General: This work shall be performed according to Section 780 of the "Standard Specifications" and the following:

The equipment used to apply paint pavement markings, under this contract, shall be limited to handoperated equipment only. Truck-mounted equipment shall not be used.

The painted curbs shall have paint applied to the face and top of curb. The painted median noses shall have paint applied to the face of median as well as the top median surface as depicted in the plans.

Method of Measurement: Painted curbs will be measured for payment in place in feet. Painted median noses will be measured for payment in place in feet along the face of the median and will include painting the median nose surface.

Basis of Payment: This work will be paid for at the contract price per foot of applied PAINT CURB. The cost of furnishing and applying paint markings to the median nose surfaces shall be included in the unit price of PAINT CURB.

Z0062400 SAWING BITUMINOUS CONCRETE PAVEMENT

Description: This work shall consist of saw cutting existing pavement to a full depth, at the locations shown on the plans or as directed by the Engineer.

Equipment: The equipment used for saw cutting shall be equipment listed in Article 442.03 items (d) and (e) of the "Standard Specifications".

General: The saw cut shall yield a workable, neat, straight and perpendicular surface as an edge for new pavement placement, proposed curb and gutter or other such work. It shall be the Contractor's responsibility to determine the depth and composition of the existing pavement.

Method of Measurement: Sawing Bituminous Concrete Pavement will be measured for payment in place in feet. Saw cuts required for pavement patching, pavement removal and replacement, butt joints (limits of construction on roads or entrances), or bituminous shoulder removal and replacement will <u>not</u> be included in this pay item, but shall be paid for as a part of the respective pay item.

Basis of Payment: This work will be baid for at the contract unit price per foot for SAWING PAVEMENT (FULL DEPTH)

TRAFFIC CONTROL PLAN

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

Special attention is called to Articles 105.05, and 107.09, and to Sections 701, 704, and 782 of the "Standard Specifications", and to the following Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the Engineer at least 72 hours in advance of beginning work.

The Contractor shall be responsible for maintaining protected pedestrian/bike access throughout construction along the existing bike path in the northeast and southeast quadrants of the intersection, including the crossing at the east leg of Everett Road. The pedestrian access shall be ADA compliant and is subject to the approval of the Engineer. All labor, materials, equipment, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove this pedestrian/bike access shall be included in the cost of TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

STANDARDS

701001-02	701006-03	701011-02	701301-03
701306-02	701311-03	701331-03	701501-05
701801-04	701701-06	701901-01	704001-06

DETAILS

TC-10

LC7200 LC7202

Suggested Stages of Construction and Maintenance of Traffic sheets in the Plan Set

SPECIAL PROVISIONS

Maintenance of Roadways

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

Traffic Control Plan (continued)

RECURRING SPECIAL PROVISIONS

LRS3 – WORK ZONE TRAFFIC CONTROL LRS4 – FLAGGERS IN WORK ZONES

DETOURS

NO DETOUR ON THIS PROJECT

Traffic Control and Protection, (Special)

The Traffic Control and Protection, (Special) shall meet the requirements of Division 700. Work Zone Traffic Control and Protection, Signing and Pavement Marking of the "Standard Specifications" except as follows:

Article 701.01 Description shall be replaced with the following:

701.01 Description. This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection, (Special) shall be provided as called for in the plans, these special provisions, applicable Highway Standards, applicable sections of the "Standard Specifications", or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his/her operations to keep the closing of any lane of the roadway to a minimum.

Traffic control devices include signs and their supports, signals, pavement markings, barricades and their approved weights, channeling devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

Article 701.04 General shall be modified by adding the following section.

The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient <u>quantity</u> of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations, in order to keep lane assignments consistent with barricade placement at all times.

The Contractor shall immediately remove, cover or turn from the view of motorists all traffic control devices which are inconsistent with the detour, lane assignment patterns or conflicting conditions created during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, the materials used shall totally block out the reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the

approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with any adjoining or overlapping projects. The coordination will include any barricade placements necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that he/she furnished, installed and maintained under the contract. Such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until the Engineer specifically authorizes their relocation or removal.

The Contractor shall ensure that all the traffic control devices he/she installs are operational, functional and effective 24 hours a day, 7 days a week, including holidays.

Article 701.04 General shall be further modified by adding the following sections:

Public Safety and Convenience:

The Contractor shall provide a telephone number for a responsible individual who can be contacted 24 hours a day, 7 days a week, to receive notification of any deficiencies in traffic control and protection. The Contractor shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from LCDOT concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two (2) hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer. All roads shall remain open to traffic. The Contractor may close one lane on two lane roads, because of construction, between the hours of 9:00 AM and 3:00 PM only. The Contractor shall maintain one-way traffic during these restricted hours with the use of signs and flagmen as shown on the Traffic Control Standards. Two lanes of traffic will be maintained between the hours of 3:00 PM and 9:00 AM and when no construction activities are being carried out.

The restricted lane closure time may be adjusted by the Engineer.

The Contractor shall provide a start and end time and a procedure plan 48 hours prior to the lane(s) to be closed. The Engineer shall notify the Contractor of his decision 24 hours in advance of the proposed lane closure. If the Contractor fails to provide notification or disregards the decision of the Engineer, the Traffic Control Deficiency Charge will be applied as stated in this special provision.

The Contractor shall maintain at least one lane in each direction on roads with four or more lanes. The Contractor shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences incurred by the Contractor while complying with these requirements shall be considered included in the contract unit price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), and no additional compensation will be allowed.

On two lane roads, the Contractor will plan his/her work so that there will be no open holes or obstructions in the pavement and so that all barricades will be removed from the pavement during non-work hours.

On highways with four or more lanes, the Contractor will plan his/her work so that there shall be no open holes or obstructions in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, staging details shown in the plans and any other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

The Contractor shall not institute any road closures or restrictions except those covered by the plans and specifications of this contract without written approval from the Engineer.

Traffic Control Deficiency Charge:

The primary concern of LCDOT is to maintain a safe travel way for the public and a safe environment for the worker in the construction zone. The Contractor is expected to comply with the "Standard Specifications", contract plans, these special provisions, and directions from the Engineer concerning traffic control and protection. The Contractor shall provide a telephone number for a responsible individual who can be contacted 24 hours a day, 7 days a week, to receive notification of any deficiencies in the traffic control and protection.

When the Engineer is notified or determines a traffic control deficiency exists, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be $\frac{1}{2}$ (one half) hour to 8 (eight) hours based upon the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge. The deficiency may be any lack of repair, maintenance of, or non-compliance with the traffic control plan.

If the Contractor fails to correct the deficiency within the specified time, a traffic control deficiency shall be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with the notification and end with the Engineer's acceptance of the correction. The traffic control deficiency charge shall be for the full amount per day for each day the deficiency existed. The daily monetary deduction per deficiency shall be either \$1,000.00 or 0.05 of one percent of the awarded contract value, whichever is greater.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof shall be deducted from the cost of the contract. The charge shall be separate and in addition to the traffic control deficiency deduction.

The Contractor shall not be relieved of any contractual responsibilities by LCDOT's action.

Article 701.14 Signs shall be modified by revising the first paragraph to read as follows:

When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement, paved median, other impervious surface, or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 5 feet minimum height where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 100 feet to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD WORK AHEAD" signs shall also be required on all side streets within the limits of the mainline "ROAD WORK AHEAD" signs."

Construction signs referring to daytime lane closures during working hours shall be removed, covered, or turned away from the view of motorists during non-working hours. Upon request, prior to the beginning of construction operations the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. The Contractor shall maintain all existing traffic signs throughout the duration of the project.

All provisions of Article 107.25 of the "Standard Specifications" shall apply except the third paragraph shall be revised to read:

The Contractor shall maintain, furnish and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party. The Contractor will not be held liable for third party damage to large freeway guide signs.

Article 701.14 Signs (b) Work Zone Speed Limit Signs shall be revised to read:

(b) Work Zone Speed Limit Signs. The Lake County Division of Transportation's Engineering Department will specify whether a project meets the criteria for a Work Zone Speed Limit. When specified, the work zone speed limit signs shall be installed as shown on the LCDOT Typical Work Zone Speed Limit Installation guideline sheets, at a maximum of 20 feet lateral distance of the locations shown on the plans. Failure to install the required amount of signs at the proper sign spacing shall result in an immediate traffic control deficiency. These signs are required for the proper enforcement of the work zone speed limit.

All permanent "SPEED LIMIT" signs located within the work zone shall be removed or covered. If the speed limit sign is to be covered, it shall be done in a manner that no part of the legend shall be visible in any lighting condition. This work shall be completed by county forces only.

The work zone speed limit signs and the end work zone speed limit signs in advance of and at the end of the lane closure(s) shall be used for the duration of the closure(s).

The work zone speed limits signs within the lane closure(s) shall only be used when workers are present in the closed lane adjacent to traffic. The sign assemblies within the lane closure(s) will not be required when workers are located behind a concrete barrier wall.

Article 701.14 Signs shall be modified by adding the following section (c),

(c) Temporary Construction Information Signs. When indicated in the traffic control plan or as directed by the Engineer the Contractor shall furnish, install, maintain, relocate, and remove for various stages of construction Temporary Construction Information Signs. These signs shall include all Temporary Construction Information Signs needed by the road users to proceed safely through the work zone.

The following signs are considered Temporary Construction Information Signs:

EntranceWhite Legend on Green BackgroundWarning-New Lanes OpenBlack Legend on Orange Background

The signs shall be installed in accordance with the traffic control plan and as directed by the Engineer.

Article 701.14 Signs shall be modified by adding the following section (d),

(d) Flagger Signs. The W20-7a Flagger Symbol sign or the W20-7 Flagger Ahead sign may be used in lieu of the Illinois Department of Transportation W20-I101 Flagger sign.

Article 701.15 Traffic Control Devices shall be modified by adding the following paragraphs:

All devices and combination of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 include small, lightweight, channelizing and delineation devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators, and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes

or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for Test Level 3.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. Currently, there is no implementation date set this category and it is exempt from NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and a FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device. These "Letters of Certification" shall be given to the Engineer at the preconstruction conference.

Article 701.15 Traffic Control Devices (b) Type I, II and III Barricades shall be modified by adding the following paragraphs.

Type II nonmetallic barricades shall be used at all locations that call for Type I, or Type II barricades. The reflective area of the top rail shall be at least 288 square inches.

Any drop off greater than 3 inches, but less than 6 inches, located within 8 feet of the pavement edge shall be protected by Type II barricades equipped with monodirectional steady burn lights. The barricades shall be placed at a spacing of 100 feet center to center. For any drop off within 8 feet of the pavement edge that exceeds 6 inches, the Type II barricades equipped with mono-directional steady burn lights shall be placed at a spacing of 50 feet center to center. Barricades that must be placed in excavated areas shall have leg extensions installed so that the top of the barricade is in compliance with the height requirements of IDOT Standard 702001.

All Type II barricades shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Extended Leg Type II Barricades. Extended leg type II barricades shall be required for any drop off within 8 feet of the pavement edge that exceeds 6 inches in depth. Extended Leg Type II barricades shall be in compliance with the height requirements of IDOT Standard 702001. Type II extended leg barricades may be of an "A" frame type with either wood or plastic panels and metal or non-metallic legs and have no rigid stay bracing. The method of weighting the Extended Leg Type II barricades shall be in accordance with the manufacturer's guidelines and approved by the Engineer. Extended Leg Type II barricades shall be equipped with mono-directional steady burn lights and shall be placed at a spacing of 50 feet center to center.

Check barricades shall be placed in work areas perpendicular to traffic every 1,000 feet, at one per lane and one per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation

or any other hazard in the work area. The first will be placed at the edge of the open traffic lane and the second centered on the closed lane. Check barricades shall be Type II and equipped with flashing amber light.

All Type II Barricades shall be made of plastic, fiberglass or other non-metallic materials. The top panels will be 12 inches x 24 inches and the bottom panels will be 8 inches x 24 inches. The orange and white reflective sheeting will be Type A, meeting the initial minimum coefficient of reflection in Article 1084.02 of the "Standard Specifications". All other requirements for Type II barricades will be met.

Article 701.15 Traffic Control Devices (e) Direction Indicator Barricades shall be modified by adding the following paragraphs.

Direction Indicator Barricades shall be used exclusively in lane closure and lane shift tapers. They shall be used only when traffic is being merged with an adjacent through lane or flush median, shifted onto a median crossover or being diverted onto a construction run-around. The barricades shall be placed in series in a taper with the arrow panel directing traffic in the direction of the merge, crossover or run-around. The direction indicator barricades shall meet the requirements for Type II barricades as stated in this special provision. The top panel, which faces traffic, shall be 12 inches x 24 inches with fluorescent orange sheeting meeting the requirements of Article 1084.02(b) of the "Standard Specifications". The top panel indicator arrow shall be 21 inches long with a $9\frac{1}{2}$ inch wide arrow barb and a 31/2 inch wide arrow shaft. The top panel, facing away from traffic shall have a 12 inch x 24 inch orange and white diagonal panel. The bottom panels shall be 8 inches x 24 inches with orange and white diagonal sheeting, as shown in LCDOT's Special Detail LC7200. All sheeting shall meet the initial coefficient of retroreflection in Article 1084.02(a) of the "Standard Specifications", for Type A sheeting.

Article 701.15 Traffic Control Devices (f) Drums shall be replaced with the following:

(f) Drums. Type II barricades shall be used in lieu of drums.

Article 701.15 Traffic Control Devices (j) Portable Changeable Message Signs shall be replaced with the following:

(j) Portable Changeable Message Signs (PCMS). This work shall consist of furnishing, placing and maintaining a changeable message sign(s) at location(s) shown on the plans, in the standards or as directed by the Engineer.

The sign(s) shall be trailer mounted. The message panel shall be at least 7 feet above the pavement, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time. Character height shall be 18 inches.

The message panel shall be of either a LED matrix, bulb matrix or disc matrix design controlled by an onboard computer capable of storing a minimum of 99 programmed messages for instant recall. The computer shall be capable of being programmed to

accept messages created by an operator via an alphanumeric keyboard and able to flash any six messages in sequence. The message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, cellular telephone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor shall promptly program and/or reprogram the computer to provide the messages as directed by the Engineer.

The CMS shall be compatible and fully functional with the Lake County Division of Transportation's Transportation Management Center PASSAGE CMS Control Software. A list of approved CMS's manufacturers and traffic control vendors is available upon request from the Lake County Division of Transportation. The CMS shall be tested and approved by the Lake County Division of Transportation and can be sufficiently controlled by the Lake County Division of Transportation NTCIP compliant software. If the CMS has not been tested or approved by either the Illinois State Toll Highway Authority or The lake County Division of Transportation then the CMS will need to be tested and certified the Delcan Corporation at the contractor's expense.

Lake County Division of Transportation (PASSAGE) Software Developer: Delcan 650 East Algonquin Road, Suite 101 Schaumburg, IL 60173

In case of a Traffic Incident Management (TIM) or other County declared Emergency Management event, the use of the CMS may be pre-empted from the contractor's use by the Lake County Transportation Management Center for the duration of the incident. If the CMS must be moved from the limits of the work site to an offsite location to better facilitate the use of the CMS during the incident, the contractor will be compensated for the labor and equipment to move the CMS to the designated location in accordance with Article 109.04 (b) of the Standard Specifications for Road and Bridge Construction. In order to facilitate the movement of the CMS in a timely manner, the Lake County Division of Transportation may use County Forces to move the CMS to the designated location, at no additional cost to the contractor.

The message panel shall be visible from 1,320 feet under both day and night conditions. The letters shall be legible from 750 feet.

The sign shall include automatic dimming for nighttime operation and a power supply capable of providing 24 hours of uninterrupted service.

The Contractor shall provide all preventive maintenance efforts he/she deems necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within the time allotted by the modifications Article 701.04 of the "Standard Specifications" contained in this special provision, a traffic control deficiency penalty can be imposed and the Engineer will cause such work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from current or future compensation due to

the Contractor.

When the sign(s) are displaying messages, they shall be considered a traffic control device. At all times when no message is displayed, they shall be considered equipment.

Basis of Payment. When portable message signs are shown on a Standard, this work shall be considered as included in the lump sum payment for Traffic Control AND PROTECTION, (SPECIAL). For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar month for each sign as CHANGEABLE MESSAGE SIGN, as stated in Article 701.08 of this special provision.

Article 701.17 Specific Construction Operations (c) Surface Courses and Pavement (1) Prime Coat shall be replaced by the following:

(1) Prime Coat. "FRESH OIL" signs (W21-1) shall be used when the prime coat is applied to pavement that is open to traffic. The signs are to remain in place until tracking of the prime ceases. These signs shall be erected a minimum of 500 feet preceding the start of the prime and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet from the mainline pavement. These signs are excluded from the time requirements of Article 701.04 of the "Standard Specifications" as modified by this special provision (above). Non-compliance with the provisions of this section, by the Contractor, shall result in an immediate traffic control deficiency charge. All signs shall have an amber flashing light attached.

Article 701.17 Specific Procedures (c) Surface Courses and Pavement (2) Cold Milling shall be replaced by the following:

(2) Cold Milling. "ROUGH GROOVED SURFACE" signs (W8-I107) shall be used when the road has been cold milled and is open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 500 feet preceding the start of the milled pavement and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet from the mainline pavement. All signs shall have an amber flashing light attached.

Article 701.17 Specific Procedures (c) Surface Course and Pavement shall be modified by adding the following paragraph:

(6) Area Reflective Crack Control Treatment Fabric. "SLIPPERY WHEN WET" signs (W8-5) shall be used when crack control fabric is applied to pavement that is open to traffic. These signs shall remain in place until the binder course is laid. The signs shall be erected a minimum of 500 feet preceding the start of the crack control treatment and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet from the mainline pavement. These signs are excluded from the time requirements of Article 701.04 of the "Standard Specifications" as modified by this special provision (above). Non-compliance with the provisions of this section, by the Contractor, shall result in an immediate traffic control deficiency charge. All signs shall have an amber flashing light attached.

Article 701.18 Highway Standards Application (b) Standard 701316 and

701321 (2) g. Detector Loops, shall be replaced with the following:

g. Microwave Vehicle Sensors. Microwave Vehicle Sensors shall be installed as directed by the Engineer. The installation of the microwave vehicle sensors shall meet the applicable requirements of Section 850 of the "Standard Specifications". LCDOT shall approve the proposed microwave vehicle sensor before the Contractor may furnish or install it. The Contractor shall install, wire and adjust the alignment of the sensor in accordance to the manufacturer's recommendations and requirements. The Engineer shall approve the installation.

The microwave vehicle sensor shall meet the following requirements:

- Detection Range: Adjustable to 60 feet
- Detection Angle: Adjustable, horizontal and vertical

- Detection Pattern: 16 degree beam width minimum. [at 50 feet the pattern shall be approximately 15.5 feet wide]
- Mounting: Heavy-duty bracket, predrilled and slotted for pole mounting

Article 701.18 Highway Standards Application (f) Standard 701416, the second paragraph shall be replaced by the following:

Vertical panels may be attached to the concrete barriers where available space prohibits the use of Type II barricades.

Article 701.18 Highway Standards Application (j) Urban Traffic Control, Standards 701501, 701502, 701601, 701602, 701606, 701701, and 701801 (1) General, shall be modified by adding the following paragraphs:

Whenever a lane is closed to traffic using IDOT standard 701601, 701606, or 701701, the pavement width transition sign (W4-2R or W4-2L) shall be used in lieu of the "WORKERS" sign (W21-1 or W21-1a)

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 15 feet of the traveled way, and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006, 701011, 701101, or 701701. The "SHOULDER WORK AHEAD" sign (W21-5(0)-48) shall be used in lieu of the "WORKERS" sign (W21-1 or W-21-1a).

All diamond shaped warning signs shall have a minimum dimension of 48 inches x 48 inches. The Engineer may approve diamond shape warning signs measuring 36 inches x 36 inches when the posted speed limit is 30 M.P.H. or less.

Article 701.18 Highway Standards Application shall be modified by adding the following section (k):

(k) IDOT standard 701331. When IDOT standard 701331 is specified on two-lane, two-way roadways, the "DETOUR AHEAD" sign shall be replaced with a "LANE SHIFT AHEAD" sign.

Article 701.19 Method of Measurement shall be replaced completely with the following:

701.19 Method of Measurement.

These items of work will be measured on a lump sum basis for furnishing installing, maintaining, replacing, relocating and removing the traffic control devices required in the plans and these special provisions.

Article 701.20 Basis of Payment shall be replaced completely with the following:

701.20 Basis of Payment

This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION, (SPECIAL). The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans and specifications, except for the following items, which will be paid for separately.

1) Temporary Bridge Traffic Signals

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

2) Te mporary Rumble Strips [where each is defined as 25 feet].

3) Temporary Raised Pavement Markers.

4) Construction Speed Limit Trailer

5)Sand module impact attenuators

6)Temporary Bridge Rail

7)Traffic Control Supervisor

8)Portable Changeable Message Signs (when not shown on a standard)

9)Temporary Concrete Barrier

10)Monodirectional Prismatic Barrier Reflector

The salvage value of the materials removed shall be reflected in the bid price for this item.

Any delays or inconveniences incurred by the Contractor while complying with these requirements shall be considered included in the unit price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), and no additional compensation will be allowed.

Any traffic control devices required by the Engineer to implement the Traffic Control Plan as shown in the plans and specifications of the contract shall be considered included in the unit price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

If the Engineer requires additional work involving a substantial change of location and/or work which differs in design and/or work requiring a change in the type of construction, as stated in Article 104.02(d) of the "Standard Specifications" the standards and/or the designs, other than those required in the plans, will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required for the reasons listed above will be in accordance with Article 109.04 of the "Standard Specifications".

Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. The Contractor shall submit revisions or modifications to the traffic control plan shown in the contract to the Engineer for approval. No additional payment will be made for a Contractor requested modification.

In the event the sum total of all work items for which TRAFFIC CONTROL AND PROTECTION, (SPECIAL) is required is increased or decreased by more than ten percent (10%), the contract bid price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) will be adjusted as follows:

Adjusted Contract Price = $0.25P + 0.75P [1\pm(X-0.1)]$

P = the contract price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Difference between original and final sum total value of all work items for which TRAFFIC_CONTROL AND PROTECTION, (SPECIAL) is

Original sum total value of all work for which TRAFFIC CONTROL AND PROTECTION, (SPECIAL) is required.

The value of the work items used in calculating the increase and decrease will include only items that have been added to or deducted from the contract under Article 104.02 of the "Standard Specifications" and only items that require the use of TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

In the event LCDOT cancels or alters any portion of the contract that result in the elimination or incompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 104.02 of the "Standard Specifications".

Section 704 Temporary Concrete Barrier shall be modified by adding the following:

Monodirectional, Prismatic Barrier Reflectors as described in Article 782 of the "Standard Specifications" and these special provisions shall be installed one per barrier unit or one per terminal section.

Section 782 Prismatic Reflectors shall be modified by adding the following,

The Prismatic Reflector shall be centered 9½ inches below the top of the temporary concrete barrier on the side of the barrier, which faces traffic, one per temporary concrete barrier section or temporary concrete barrier terminal section. The Prismatic Reflector shall be reflective in the direction of approaching traffic only and shall match the color of the centerline or edge line, either amber or crystal, where the temporary concrete barrier is placed.

Basis of Payment. The cost of the Monodirectional, Prismatic Barrier Reflector shall be considered included in the unit price per foot for TEMPORARY CONCRETE BARRIER or the contract unit price each for TEMPORARY CONCRETE BARRIER TERMINAL SECTION.

ELECTRICAL PROVISIONS

General Electrical Requirements

Effective: January 1, 2007

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 shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction 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

<u>Marking of Existing Cable Systems</u>. 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."

Revise the 6th paragraph of Article 801.05(a) of the Standard Specifications to read:

<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:

"<u>Lighting Operation and Maintenance Responsibility</u>. 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. Maintenance of lighting systems will be paid for separately"

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

<u>"Energy and Demand Charges.</u> 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>"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."

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Revise the 2nd and 3rd sentences of the second paragraph of Article 801.02 of the Standard Specifications to read:

"Unless otherwise indicated, materials and equipment shall bear the UL label, or an approved equivalent, whenever such labeling is available for the type of material or equipment being furnished."

Maintenance of Lighting Systems

Effective: January 1, 2007

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) 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, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and 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 of the electrical equipment and systems to be maintained.

Maintenance of Existing Lighting Systems

Existing lighting systems. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

Extent of Maintenance.

Partial Maintenance. Unless otherwise 'indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

Full Maintenance. If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

Maintenance of Proposed Lighting Systems

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Proposed Lighting Systems. Proposed lighting systems shall be defined as any lighting system or part of a lighting system which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, or other means. The potential cost of replacing or repairing any malfunctioning or damaged equipment shall be included in the bid price of this item and will not be paid for separately.

Lighting System Maintenance Operations

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage caused by normal vehicular traffic, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service.

Responsibilities shall also 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. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

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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 PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out - Needs to reset breaker	1 hour	4 hours	na
Circuit out - Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na	7 Calendar days
Navigation light outage	na	na	24 hours

• **Service Response Time** -- amount of time from the 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. 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. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

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

Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods. The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

Basis of Payment. Maintenance of lighting systems shall be paid for at the contract unit price per calendar month or fraction thereof for **MAINTENANCE OF LIGHTING SYSTEM**, which shall include all work as described herein.

Luminaire

Effective: January 1, 2007

Add the following to first paragraph of Article 1067(c) of the Standard Specifications:

"The reflector shall not be altered by paint or other opaque coatings which would cover or coat the reflecting surface. Control of the light distribution by any method other than the reflecting material and the aforementioned clear protective coating that will alter the reflective properties of the reflecting surface is unacceptable"

Add the following to Article 1067(e) of the Standard Specifications:

"The ballast shall be a High Pressure Sodium, high power factor, constant wattage auto-regulator, lead type (CWA) for operation on a nominal 240 volt system."

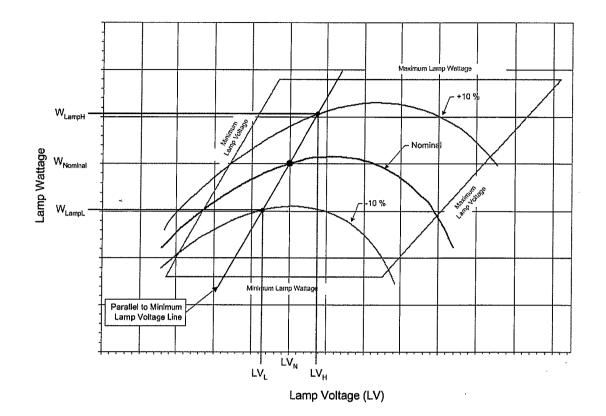
Revise Article 1067(e)(1) of the Standard Specifications to read:

"The high pressure sodium, auto-regulator, lead type (CWA) ballast shall be designed to ANSI Standards and shall be designed and rated for operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

Nominal Ballast Wattage	Maximum Ballast Regulation
750	25%
400	26%
310	26%
250	26%
150	24%
70	18%

For this measure, regulation shall be defined as the ratio of the lamp watt difference between the upper and lower operating curves to the nominal lamp watts; with the lamp watt difference taken within the ANSI trapezoid at the nominal lamp operating voltage point parallel to the minimum lamp volt line:

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Ballast Regulation =
$$\frac{W_{LampH} - W_{LampL}}{W_{LampN}} \times 100$$

where:

 W_{LampH} = lamp watts at +10% line voltage when Lamp voltage = LV_H W_{LampL} = lamp watts at - 10% line voltage when lamp voltage = LV_L W_{lampN} = lamp watts at nominal lamp operating voltage = LV_N

Wattage	Nominal Lamp Voltage, LV _N	LVL	LV _H
750	120v	115v	125v
400	100v	95v	105v
310	100v	95v	105v
250	100v	95v	105v
150	55v	50v	60v
70	52v	47v	57v

Nominal Ballast Wattage	Maximum Ballast Losses
750	14.0%
400	17.0%
310	19.0%
250	19.0%
150	26.0%
70	34.0%

Ballast losses, based on cold bench tests, shall not exceed the following values:

Ballast losses shall be calculated based on input watts and lamp watts at nominal system voltage as indicated in the following equation:

Ballast Losses =
$$\frac{W_{Line} - W_{Lamp}}{W_{Lamp}} \times 100$$

where:

 W_{line} = line watts at nominal system voltage W_{lamp} = lamp watts at nominal system voltage

Ballast output to lamp. At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table. Example: For a 400w luminaire, the ballast shall deliver 400 watts $\pm 2.5\%$ at a lamp voltage of 100v for the nominal system voltage of 240v which is the range of 390w to 410w.

Nominal Ballast Wattage	Output to lamp variation	
750	± 2.0%	
400	± 2.5%	
310	± 2.5%	
250	± 4.0%	
150	± 4.0%	
70	± 4.0%	

Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. Reading shall begin at the lamp voltage (L_V) specified in the table and continue at 5 volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings. Example: For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of $\pm 3\%$ which is 388 to 412 watts"

Nominal Ballast Wattage	LV Readings begin at	Maximum Wattage Variation
750	110v	± 3%
400	90v	± 3%
310	90v	± 3%
250	90v	± 4%
150	50v	± 4%
70	45v	± 5%

Add the following to Article 1067(f) of the Standard Specifications:

"Independent Testing. Independent testing of luminaires shall be required whenever the quantity of luminaires of a given wattage and distribution, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: *A plan quantity of 75 luminaires would dictate that 2 to be tested; 135 luminaires would dictate that three be tested.*" If the luminaire performance table is missing from the contract documents, the luminaire(s) shall be tested and the test results shall be evaluated against the manufacturer's published data. The test luminaire(s) results shall be equal to or better than the published data. If the test results indicated performance not meeting the published data, the test luminaire will be designated as failed and corrective action as described herein shall be performed.

The Contractor shall be responsible for all costs associated with the specified testing, including but not limited to shipping, travel and lodging costs as well as the costs of the tests themselves, all as part of the bid unit price for this item. Travel, lodging and other associated costs for travel by the Engineer shall be direct-billed to or shall be pre-paid by the Contractor, requiring no direct reimbursement to the Engineer or the independent witness, as applicable"

The Contractor shall select one of the following options for the required testing with the Engineer's approval:

a. Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests.

b. Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, luminaires for testing by the independent laboratory.

c. Independent Witness of Manufacturer Testing: The independent witness shall select from the project luminaires at the manufacturers facility or at the Contractor's storage facility, the luminaires for testing. The Contractor shall propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer. The independent witness shall as a minimum meet the following requirements:

▶ Have been involved with roadway lighting design for at least 15 years.

> Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.

▶ Not associated in any way (plan preparation, construction or supply) with the particular project being tested.

• Be a member of IESNA in good standing.

Provide a list of professional references.

This list is not an all inclusive list and the Engineer will make the final determination as to the acceptability of the proposed independent witness.

d. Engineer Factory Selection and Witness of Manufacturer Testing: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. At the Manufacturer's facility, the Engineer shall select the luminaires to be tested and shall be present during the testing process. The Contractor shall schedule travel by the Engineer to and from the Manufacturer's laboratory to witness the performance of the required tests."

Add the following to Article 1067.02(a)(1) of the Standard Specifications:

"The beam of maximum candlepower for luminaires specified or shown to have a 'medium' distribution shall be at 70 degrees from the horizontal \pm 2.5 degrees. Submittal information shall identify the angle."

Revise Article 1067.06(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of 1900° to 2200° Kelvin."

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Lamp Wattage	Initial Lumens	Mean Lumens	Rated Life (Hours)	Lamp Voltage
50	4,000	3,600	24,000	52
70	6,300	5,450	24,000	52
100	9,400	8,000	24,000	55
150	15,800	13,800	24,000	55
200	21,400	19,260	24,000	100
250	27,000	24,300	24,000	100
310	37,000	33,300	24,000	100
400	50,000	45,000	24,000	100
750	105,000	94,500	24,000	120

Revise Article 1067.06(a)(4) of the Standard Specifications to read:

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Add the following table(s) to Article 1067 of the Standard Specifications:

IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE

GIVEN CONDITIONS			
ROADWAY DATA	Pavement Width	13.5 (ft)	
	Number of Lanes	1	
	I.E.S. Surface Classification	R3	
	Q-Zero Value	.07	
LIGHT POLE DATA	Mounting Height	30 (ft)	
	Mast Arm Length	8 (ft)	
	Pole Set-Back From Edge of Pavement	10 (ft)	
LUMINAIRE DATA	Lamp Type	HPS	
	Lamp Lumens	28000	
	I.E.S. Vertical Distribution	Medium	
	I.E.S. Control Of Distribution	Cutoff	
	I.E.S. Lateral Distribution	Туре 1	
	Total Light Loss Factor	.7	
LAYOUT DATA	Spacing	155 (ft)	
	Configuration	Single Sided	
	Luminaire Overhang over edge of pavement	0 (ft)	

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

PERFORMANCE REQUIREMENTS

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

ILLUMINATION	Ave. Horizontal Illumination, E_{AVE}	13 Lux
	Uniformity Ratio, E _{AVE} /E _{MIN}	3.0 (Max)
LUMINANCE	Average Luminance, L _{AVE}	0.9 Cd/m ²
	Uniformity Ratio, LAVE/LMIN	3.0 (Max)
	Uniformity Ratio, L _{MAX} /L _{MIN}	5.0 (Max)
	Veiling Luminance Ratio, L _v /L _{Ave}	0.3 (Max)

Luminaire Safety Cable Assembly

Effective: January 1, 2007

Description: This item shall consist of providing a luminaire safety cable assembly as specified herein and as indicated in the plans.

Materials. Materials shall be according to the following:

Wire Rope. Cables (wire rope) shall be manufactured from Type 304 or Type 316 stainless steel having a maximum carbon content of 0.08 % and shall be a stranded assembly. Cables shall be 3.18 mm (0.125") diameter, 7x19 Class strand core and shall have no strand joints or strand splices.

Cables shall be manufactured and listed for compliance with Federal Specification RR-W-410 and Mil-DTL-83420.

Cable terminals shall be stainless steel compatible with the cable and as recommended by the cable manufacturer. Terminations and clips shall be the same stainless steel grade as the wire rope they are connected to.

U-Bolts. U-Bolts and associated nuts, lock washers, and mounting plates shall be manufactured from Type 304 or Type 316 stainless steel.

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CONSTRUCTION REQUIREMENTS

General. The safety cable assembly shall be installed as indicated in the plan details. One end of the cable assembly shall have a loop fabricated from a stainless steel compression sleeve. The other end of the cable assembly shall be connected with stainless steel wire rope clips as indicated. Slack shall be kept to a minimum to prevent the luminaire from creeping off the end of the mast arm.

Basis of Payment: This work shall be paid for at the contract price each for **LUMINAIRE SAFETY CABLE ASSEMBLY**, which shall be payment for the work as described herein and as indicated in the plans.

Underground Raceways

Effective: January 1, 2007

Revise Article 810.03 of the Standard Specifications to read:

"Installation. All underground conduit shall have a minimum depth of 30-inches (700 mm) below the finished grade."

Add the following to Article 810.03 of the Standard Specifications:

"All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans."

Add the following to Article 810.03 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped. The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap. The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

Add the following to Article 810.03(c) of the Standard Specifications:

"Coilable non-metallic conduit shall be machine straightened to remove the longitudinal curvature caused by coiling the conduit onto reels prior to installing in trench, encasing in concrete or embedding in structure. The straightening shall not deform the cross-section of the conduit such that any two measured outside diameters, each from any location and at any orientation around the longitudinal axis along the conduit differ by more than 6 mm (0.25")." The longitudinal axis of the straightened conduit shall not deviate by more than 20 mm per meter (0.25" per foot" from a straight line. The HDPE and straightening mechanism manufacturer operating temperatures shall be followed.

Electric Utility Service Connection (ComEd)

Effective: January 1, 2002

Revised February 1, 2005

Description. This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

CONSTRUCTION REQUIREMENTS

<u>General.</u> It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement. Please contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.

The Contractor should make particular note of the need for the earliest attention to arrangements with ComEd for service. In the event of delay by ComEd, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

<u>Method Of Payment.</u> The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$12,000.

Basis Of Payment. This work will be paid for at the contract lump sum price for **ELECTRIC UTILITY SERVICE CONNECTION** which shall be reimbursement in full for electric utility service charges.

Electric Service Installation

Effective: January 1, 2007

Description. This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

Materials. Materials shall be in accordance with the Standard Specifications.

CONSTRUCTION REQUIREMENTS

<u>General.</u> The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

Method Of Measurement. Electric Service Installation shall be counted, each.

Basis Of Payment. This work will be paid for at the contract unit price each for **ELECTRIC SERVICE INSTALLATION** which shall be payment in full for the work specified herein.

X0326756 LIGHT POLE, COMPLETE IN PLACE, TYPE 1

Description: This work shall consist of furnishing and installing light poles at locations shown on the plans.

Materials: The materials shall be according to Article 1069.01(c) of the "Standard Specifications" and the following:

Luminaire arms shall be steel, and eight (8) feet in length.

Luminaires shall be "cobra head" style, painted black by the supplier/manufacturer and shall be paid for separately.

The pole and mast arm shall be Sternberg Cat. No.1-CSS8/64__SRTF-16SF/BCC/BK or approved equal. The pole, base and mast arm shall be such as to accommodate a mast arm mounting height of 30'.

General: The work shall be performed according to Section 830 of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per each for LIGHT POLE, COMPLETE IN PLACE, TYPE 1. The unit price shall include the cost of all materials, equipment, and labor required to furnish and install the light pole.

X0326756 LIGHT POLE, COMPLETE IN PLACE, TYPE 2

Description: This work shall consist of furnishing and installing light poles at locations shown on the plans.

Materials: The materials shall be according to Article 1069.01(c) of the "Standard Specifications" and the following:

Luminaire arms shall be steel, and eight (8) feet in length.

Luminaires shall be "cobra head" style, painted black by the supplier/manufacturer and shall be paid for separately.

The pole and mast arm shall be Sternberg Cat. No.1-CSS8/64__SRTF-16SF/BCC/BK or approved equal. The pole, base and mast arm shall be such as to accommodate a mast arm mounting height of 45'.

General: The work shall be performed according to Section 830 of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per each for LIGHT POLE, COMPLETE IN PLACE, TYPE 2. The unit price shall include the cost of all materials, equipment, and labor required to furnish and install the light pole.

Trench and Backfill for Electrical Work

Effective: January 1, 2007

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

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

Unit Duct

Effective: January 1, 2007

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

"The unit duct shall be installed at a minimum depth of 760 mm (30-inches) unless otherwise directed by the Engineer."

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

General:

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 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.

The duct shall be UL Listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

Nominal Size		Nominal I.D.		Nominal O.D.		Minimum Wall	
mm	in	mm	in	mm	in	mm	in
31.75	1.25	35.05	1.380	42.16	1.660	3.556 +0.51	0.140 +0.020
38.1	1.50	40.89	1.610	48.26	1.900	3.683 +0.51	0.145 +0.020

Nomin	al Size	Pulled Tensile		
mm	in	N	lbs	
31.75	1.25	3322	747	
38.1	1.50	3972	893	

Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. 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:

	uct neter	Min. force required to deform sample 50%		
mm	in	N	lbs	
35	1.25	4937	1110	
41	1.5	4559	1025	

Wire and Cable

Effective: January 1, 2007

Revise the second sentence of the first paragraph of Article 1066.02(a) to read:

"The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals."

Revise the second paragraph of Article 1066.02(b) to read:

"Uncoated conductors shall be according to ASTM B3, ICEA S-95-658/NEMA WC70, and UL Standard 44. Coated conductors shall be according to ASTM B 33, ASTM B 8, ICEA S-95-658/NEMA WC70 and UL Standard 44."

Revise the third paragraph of Article 1066.02(b) to read:

"All conductors shall be stranded. Stranding meeting ASTM B 8, ICEA S-95-658/NEMA WC70 and UL Standard 44. Uncoated conductors meeting ASTM B 3, ICEA S-95-658/NEMA WC70 and UL Standard 44."

Revise the first sentence of Article 1066.03(a)(1) to read:

"General. Cable insulation designated as XLP shall incorporate cross-linked polyethylene (XLP) insulation as specified and shall meet or exceed the requirements of ICEA S-95-658, NEMA WC70, U.L. Standard 44."

Add the following to Article 1066.03(a)(1) of the Standard Specifications:

"The cable shall be rated 600 volts and shall be UL Listed Type RHH/RHW/USE."

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Phas	se Conduc	tor	Messenger wire			
Size	Stranding	Average		Minimum	Stranding	
AWG		Insulation		Size		
		Thickness		AWG		
		mm	mils			
6	7	1.1	(45)	6	6/1	
4	7	1.1	(45)	4	6/1	
2	7	1.1	(45)	2	6/1	
1/0	19	1.5	(60)	1/0	6/1	
2/0	19	1.5	(60)	2/0	6/1	
3/0	19	1.5	(60)	3/0	6/1	
4/0	19	1.5	(60)	4/0	6/1	

Aerial Electric Cable Properties

Revise the first paragraph of Article 1066.03(b) to read:

"EPR Insulation. Cable insulation shall incorporate ethylene propylene rubber (EPR) as specified and the insulation shall meet or exceed the requirements of ICEA S-95-658, NEMA Standard Publication No. WC70, and U.L. Standard 44, as applicable."

Add the following to Article 1066.03(b) of the Standard Specifications:

"Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE."

Revise Article 1066.04 to read:

"Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is "Palomino". The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474."

Revise the second paragraph of Article 1066.05 to read:

"The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing."

Revise Article 1066.08 to read:

"Electrical Tape. Electrical tape shall be all weather vinyl plastic tape resistant to abrasion, puncture, flame, oil, acids, alkalies, and weathering, conforming to Federal Specification MIL-I-

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24391, ASTM D1000 and shall be listed under UL 510 Standard. Thickness shall not be less than 0.215 mm (8.5 mils) and width shall not be less than 20 mm (3/4-inch)."

Restoration of Work Area

Add to Section 802 of the "Standard Specifications":

Restoration of the work area shall be incidental to the related pay item such as foundation, conduit, handhole, trench and backfill, etc. and no extra compensation shall be allowed. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be restored to match the previously existing conditions. All damage to mowed lawns shall be replaced with an approved sod, and damage to unmowed fields shall be seeded, in accordance with Sections 250 and 252 of the "Standard Specifications" respectively.

XX005940 REMOTE CONTROLLED VIDEO SYSTEM

Description: This work shall consist of furnishing and installing a remote controlled video system at a location designed by the Engineer.

General: The remote controlled video system shall be a PELCO Spectra IV SE Series Discreet Dome System or an approved equal. The pay item shall include a color camera (minimum 35x optical zoom), dome assembly, all mounting hardware, connectors, cables, and related equipment necessary to complete the installation according to the manufacturer's specifications.

The Contractor shall contact the Traffic Engineer prior to installing the Pelco camera and associated wiring, to receive final approval on the camera location

In order for the Traffic Engineer to control the camera remotely and view the video signal over a high-speed connection, the REMOTE CONTROLLED VIDEO SYSTEM must be connected to either the LCDOT Gigabit Ethernet network or a VIDEO TRANSMISSION SYSTEM.

If the REMOTE CONTROLLED VIDEO SYSTEM is being connected to the Gigabit Ethernet network, then a LAYER II (DATA LINK) SWITCH and/or a LAYER III (NETWORK) SWITCH will be required. Layer II and Layer III switches shall be installed according to the plans, and shall be included in the cost of REMOTE CONTROLLED VIDEO SYSTEM.

If the REMOTE CONTROLLED VIDEO SYSTEM is being connected to a new or existing VIDEO TRANSMISSION SYSTEM, then fiber-optic video/data transmitters and receivers may be required. Fiber-optic video/data transmitters and receivers are necessary whenever the REMOTE CONTROLLED VIDEO SYSTEM and the VIDEO TRANSMISSION SYSTEM are installed at separate signalized intersections. When required, fiber-optic video/data transmitters and receivers shall be installed according to the plans, and shall be included in the cost of REMOTE CONTROLLED VIDEO SYSTEM. The VIDEO TRANSMISSION SYSTEM shall also be included in the cost of REMOTE CONTROLLED VIDEO SYSTEM.

Basis of Payment: This item will be paid for at the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM. The unit price shall be payment in full for furnishing all associated equipment required, including camera mounting assemblies, video transmission systems, layer II (data link) switches, layer III (NETWORK) switches, a video communications cabinet, electric cables in conduit as required, installing the system complete and in place, and placing the system in operation to the satisfaction of the Engineer.

CAMERA MOUNTING ASSEMBLY

Description:

This work shall consist of modifying an existing traffic signal mast arm pole to accommodate an extension pole suitable for mounting a CCTV Camera. The pole extension shall be a 20-foot long, 4-inch diameter, Schedule 80 galvanized steel pipe and fastened to the existing mast arm pole with adjustable, galvanized steel clamps as indicated in the plans.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM, which shall include all necessary mounting hardware, labor, and incidentals necessary to securely fasten the assembly to an existing pole and placing the camera in operation to the satisfaction of the Engineer. The camera, cables, connectors, and related equipment shall be paid for as part of REMOTE CONTROLLED VIDEO SYSTEM.

VIDEO TRANSMISSION SYSTEM

<u>General</u>

This specification sets forth the minimum requirements for a video transmission system that allows a user to transmit video output from multiple cameras to a remote location, via video transmitter(s) and a high-speed communication link.

The VIDEO TRANSMISSION SYSTEM may be installed in either the intersection traffic signal cabinet or in the VIDEO COMMUNICATIONS CABINET.

The VIDEO TRANSMISSION SYSTEM may include the relocation of existing video transmitter(s), ISDN modems, and/or high-speed Internet modem(s) to a new traffic signal cabinet. The relocation of such existing equipment to a new traffic signal cabinet shall be performed as directed by the Engineer and included in the cost of the VIDEO TRANSMISSION SYSTEM. Any item damaged during removal, storage, or reinstallation shall be repaired or replaced in kind to the satisfaction of the Engineer at the Contractor's expense.

System Components

The system shall consist of video transmitter(s) (ADPRO Fast Tx or approved equal), high-speed Internet modem(s), and related connection cables.

High-Speed Internet Modem

The high-speed Internet modem shall be provided by the County or the Internet Provider.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE-CONTROLLED VIDEO SYSTEM, which price shall be payment in full for furnishing and/or relocating all associated equipment required, installing the system complete and in place, and placing the system in operation to the satisfaction of the Engineer.

LAYER II (DATA LINK) SWITCH

Description:

This specification sets forth the minimum requirements for a layer two Ethernet switch that will transmit data from one traffic signal cabinet to another traffic signal cabinet containing a layer two switch or a layer three (Network) switch.

<u>General</u>

The layer two switch shall be a Cisco Catalyst 2955 Series Intelligent Ethernet Switch, or approved equal. This pay item shall include the layer two switch, one Bosch VidQuad digital video processor (Model LTC 2377/60), one video encoder/decoder (CODEC) for the video detection cameras at the intersection (if applicable), and one video encoder/decoder (CODEC) for the PTZ camera at the intersection (if applicable). The video CODEC(s) shall be Optelecom Model C-40, or approved equivalent. Other video CODECs submitted for approval must be compatible with the Lake County Passage Advanced Traffic Management System (ATMS) software and VideoLAN VLC Media Player Release 0.8.6 or later.

The Layer II (Data Link) Switch and Video CODEC shall be procured from Delcan, the County's Passage engineering consultant. Delcan shall program this equipment for the appropriate location in the County's communication network. The County's Passage Traffic Signal Software supplier shall acquire the preprogrammed switch and video CODEC from Delcan, and install in signal cabinets and/or communication cabinets, as required.

If the layer two switch is interconnected to other signalized intersections that deploy video detection without the use of switches, this pay item shall then also include all necessary video multiplexers, video and data transmitters, video encoders, and all necessary connections for proper video/data communications.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM, which price shall be payment in full for furnishing and installing the switch, the digital video processor, the CODEC(s), media converters, terminal servers, and all necessary connectors, cables, hardware, software, other peripheral equipment, and placing it in operation to the satisfaction of the Engineer.

LAYER III (NETWORK) SWITCH

Description:

This specification sets forth the minimum requirements for a layer three switch that will transmit video data from one traffic signal cabinet to another traffic signal cabinet or to another location having a layer three switch.

<u>General</u>

The layer three switch shall be a Cisco Catalyst 3550 Series Intelligent Ethernet Switch, or approved equal. This pay item shall include the layer three switch, one Bosch VidQuad digital video processor (Model LTC 2377/60), one video encoder/decoder (CODEC) for the video detection cameras at the intersection (if applicable), and one video encoder/decoder (CODEC) for the PTZ camera at the intersection (if applicable). The video CODEC(s) shall be Optelecom Model C-40, or approved equivalent. Other video CODECs submitted for approval must be compatible with the Lake County Passage Advanced Traffic Management System (ATMS) software and VideoLAN VLC Media Player Release 0.8.6 or later.

The Layer III (Network) Switch and Video CODEC shall be procured from Delcan, the County's Passage engineering consultant. Delcan shall program this equipment for the appropriate location in the County's communication network. The County's Passage Traffic Signal Software supplier shall acquire the preprogrammed switch and video CODEC from Delcan, and install in signal cabinets and/or communication cabinets, as required.

If the layer three switch is interconnected to other signalized intersections that deploy video detection without the use of switches, this pay item shall then also include all necessary video multiplexers, video and data transmitters, video encoders, and all necessary connections for proper video/data communications.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE-CONTROLLED VIDEO SYSTEM, which price shall be payment in full for furnishing and installing the switch the digital video processor, the CODEC(s), media converters, terminal servers, and all necessary connectors, cables, hardware, software, other peripheral equipment, and placing it in operation to the satisfaction of the Engineer.

VIDEO COMMUNICATIONS CABINET

Description:

This specification sets forth the minimum requirements for a video communications cabinet to be installed at the location(s) shown in the plans. The cabinet shall house the fiber optic termination equipment, layer three switches, and/or video transmission system.

General:

The Video Communications Cabinet shall be a Model 332 (Type 170) Controller Cabinet, with heat exchanger, or approved equal. The heat exchanger shall be thermostatically controlled to maintain the temperature between 32°F and 122°F within the enclosure. The cabinet shall be constructed of 0.125"-thickness, alloy-5052 sheet aluminum. The surface shall have a smooth, natural aluminum mill finish. The cabinet shall measure 24" wide x 30" deep x 55" high.

The communications cabinet shall have front and rear doors of NEMA type 3R construction with cellular neoprene gasket that is rain tight. Door hinges shall be continuous 14-gauge stainless steel and shall be secured with $\frac{1}{4}$ -20 stainless steel carriage bolts. Standard equipment shall include a three-point locking system that secures the door at the top, bottom and center. A corbin lock with two keys shall also be furnished. The front and rear doors shall be equipped with a two-position doorstop, one at 90° and one at 120°. Door locking rods are $\frac{1}{4}$ " x $\frac{3}{4}$ " aluminum turned edgeways with 1" nylon rollers. Door handles shall be cast aluminum.

The cabinet shall be base mounted and equipped with inside flanges and anchoring holes in the front and back of the cabinet for anchoring to a base.

The cabinet shall be equipped with a 19" Electronic Industries Association (EIA) rack using 1.75" hole spacing for the purpose of mounting rack-mountable cabinet equipment. The cabinet shall include a splice enclosure, Corning Cable Systems CSH-05U, or approved equal, mounted on the 19" rack.

The cabinet shall also be equipped with a CCTV Power Distribution Assembly and a pull-out drawer/ shelf assembly.

The cabinet shall include one (1) 200-watt, thermostatically-controlled, Hoffman electric heater, or approved equivalent.

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A power panel shall be included with the cabinet and shall include the following:

- 50-amp circuit breaker. This circuit breaker shall supply power to all devices in the cabinet.
- The main breaker shall be thermal magnetic type, U.L. listed for HACR service, with a minimum of 20,000 amp interrupting capacity.
- Two 15-amp load breakers with minimum 10,000 amp interrupting capacity.
- Two 20-amp load breakers with minimum 10,000 amp interrupting capacity.
- An EDCO model SHA-1250 surge arrestor, with fault indicator, or approved equivalent.
- A 15-position neutral bus bar capable of connecting three #12 wires per position.
- A 7-position ground bus bar capable of connecting three #12 wires per position.
- A NEMA type 5-15R GFI convenience outlet.
- A power supply with input voltage AC100-120/220-240V (switchable) 47-63 Hz, output voltage 24VDC
- (+5%, -1%), overload protection, and minimum operating temperature range -10° to +60°C. The power supply must be compatible with Cisco Catalyst 2955 Series switch.

The heat exchanger shall be mounted on the side of the communications cabinet and conform to the following specifications.

- Maximum dimensions of 47 inches high x 15 inches wide x 11 inches deep
- The unit shall provide closed-loop system cooling and heating
- Unit shall be fully gasketed and maintain the NEMA 3R enclosure rating
- Shall utilize a high efficiency, convoluted, refrigerant-free, aluminum heat transfer element
- Shall operate under maximum enclosure temperature of 150°F and maximum ambient temperature of 131°F
- The unit shall dissipate a minimum of 54 Watts per °F
- Shall operate on 115 VAC, 60 Hz
- Unit shall be UL listed

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM, which price shall be payment in full for furnishing all associated equipment and labor, and installing the cabinet as shown on the plans and to the satisfaction of the Engineer.

RELOCATE EXISTING VIDEO DETECTION SYSTEM (COMPLETE INTERSECTION)

Description:

This work shall consist of the removal, storage, and relocation of an existing video detection system (complete intersection) from one traffic signal installation (temporary or permanent) to another traffic signal installation (temporary or permanent). This item shall also include the relocation of the remote-controlled video system according to the plans.

The video detection system (complete intersection) shall be removed and relocated as shown in the plans. Any damage sustained to the video detection system during removal, storage, transport, and/or reinstallation operations shall be repaired or replaced in kind to the satisfaction of the Engineer at the Contractor's expense.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM, which price shall be payment in full for disconnecting the existing video detection system, remote-controlled video system, packaging/storing it, transporting it, and relocating it to the new location complete and operating to the satisfaction of the Engineer.

RELOCATE EXISTING REMOTE CONTROLLED VIDEO SYSTEM

Description:

This work shall consist of the removal, storage, and relocation of an existing remote-controlled video system from one traffic signal installation (temporary or permanent) to another traffic signal installation (temporary or permanent). This pay item shall be used when only the remote-controlled video system is being relocated. This pay item shall not be used when the remote-controlled video system is being relocated as part of RELOCATE EXISTING VIDEO DETECTION SYSTEM (COMPLETE INTERSECTION).

The remote-controlled video system shall be removed and relocated as shown in the plans. Any damage sustained to the remote-controlled video system during removal, storage, transport, and/or reinstallation operations shall be repaired or replaced in kind to the satisfaction of the Engineer at the Contractor's expense.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM, which price shall be payment in full for disconnecting the existing remote-controlled video system, packaging/storing it, transporting it, and relocating it to the new location complete and operating to the satisfaction of the Engineer.

RELOCATE EXISTING SWITCH

Description:

This work shall consist of the removal, storage, and relocation of an existing layer two or layer three switch from one traffic signal installation to another traffic signal installation.

The switch shall be removed and relocated as shown in the plans. Any damage sustained to the switch during removal, storage, transport, and/or reinstallation operations shall be repaired or replaced in kind to the satisfaction of the Engineer at the Contractor's expense.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM, which price shall be payment in full for disconnecting the existing switch, packaging/storing it, transporting it, and relocating it to the new location complete and operating to the satisfaction of the Engineer.

ELECTRIC CABLE IN CONDUIT, COAXIAL

Description:

This work shall consist of furnishing and installing a Belden 8281 RG-59U Type Coaxial Cable or approved equal. The cable shall be a 75-ohm coaxial cable with 20 AWG solid bare copper conductor, tinned copper double-braided shield (96% min), and black polyethylene jacket. The nominal outside diameter shall be 0.304 inches. Amphenol 31-71032 (or equivalent) BNC plug connectors shall be used at both the PTZ camera and traffic signal cabinet ends of the cable. An Amphenol CLT-2 crimping tool is required for the termination. No splices shall be allowed in the cable between the PTZ camera and the traffic signal cabinet.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM, which price shall be payment in full for furnishing the material, making all electrical connections and installing the cable complete, measured as specified herein.

ELECTRIC CABLE IN CONDUIT, COMMUNICATION, NO. 16, 51/2 PAIR

Description:

This work shall consist of furnishing and installing a Belden YC46223 communications cable, or approved equal, in existing and/or new conduit. This Belden cable has a color code that matches the MVP cable currently in use by the County. The cable shall consist of 16 AWG stranded bare copper twisted-pair conductors, with PVC insulation, and PVC jacket with nylon ripcord. The nominal outside diameter shall be 0.502-inch.

The communications cable, No. 16, 5½ pair shall be spliced to the MVP Cable in the base of the signal mast arm pole on which the MVP is mounted. The MVP cable shall be provided by the MVP manufacturer. The communications cable shall be provided by the Contractor. The conductors from the two cables shall be spliced using the 3M Scotchlok gel-filled splice tabs (part number 314). Each splice shall be individually protected with shrink tubing. The individual splices shall also be bundled together and protected with shrink tubing. The cost of all work associated with splicing the cables shall be considered incidental to the cost of the communications cable, No. 16, 5½ pair.

Method of Measurement: This item will not be measured separately for payment.

Basis of Payment: This item will not be paid for separately but will be included in the contract unit price each for REMOTE CONTROLLED VIDEO SYSTEM, which price shall be payment in full for furnishing, installing and making all electrical connections necessary for proper operation.

X0325810 WIRELESS ETHERNET RADIO

Description: This work shall consist of the installation of a broadband wireless radio and antenna at the top of a pole to facilitate communication with the Lake County Passage Wireless Network.

General: The wireless transmission system includes aerial antennas, radio, and all necessary mounting hardware to attach the equipment to the pole as directed by the engineer. Specific aiming of the antenna towards a nearby wireless node (i.e. water tower) will be required to obtain optimal communication performance.

The wireless transmission system includes:

- one (1) Cisco AIR-LAP1522AG-A-K9 wireless Ethernet radio (or approved equal),
- one (1) Tessco 1356.17.0008 5150-5875 MHz 23dBi directional panel antenna (or approved equal),
- one (1) Cisco AIR-PWRINJ1500-2= power injector (or approved equal),
- all mounting hardware, and
- all cabling:
 - RF cable between the radio and antenna (N connectors)
 - o power wiring from the injector to the circuit breaker

as shown on the plans. The Outdoor Rated Network Cable from the traffic signal cabinet to the radio will be paid for separately.

The radio and directional antenna are to be mounted to the top of the pole as shown in the plans and as directed by the engineer.

Basis of Payment: This work will be paid for at the contract unit price per each for WIRELESS ETHERNET RADIO. The unit price shall include payment for installing the wireless transmission system complete and the operation of the system to the satisfaction of the Engineer. Any additional mounting equipment necessary to mount the equipment shall be considered incidental to the cost of wireless transmission system.

X0326812 CAT 5 ETHERNET CABLE

Description: This work shall consist of furnishing and installing a network cable from the traffic signal cabinet to the associated field device as shown in the plans.

Materials: The Cat 5 Ethernet cable shall be a black Category 6 cable, meeting the TIA/EIA 568-B.2 telecommunication standards. The cable shall be composed of 4 pairs of 23AWG solid copper or thicker, and shall be flooded with a gel or grease compound to prevent moisture in the cable. The outer jacket shall be made of Polyethylene (PE) that is ultraviolet (UV) resistant and abrasion resistant. The cable shall be capable of performing between -40 °C to 70 °C.

Each end of the cable shall have a RJ-45 connector terminated onto it according to the TIA/EIA 568B standard.

General: The work shall be performed according to the applicable portions of Section 873 of the "Standard Specifications", and details as shown on the plans.

Basis of Payment: This work will be paid for at the contract unit price per foot for CAT 5 ETHERNET CABLE. The unit price shall include furnishing, installing, and making all connections necessary for proper operation. Furnishing and installing the RJ-45 connector to the CAT 5 ETHERNET CABLE shall be considered incidental to this pay item.

X0324597 CLOSED CIRCUIT TELEVISION CABINET

Description: This work shall consist of providing new pole mounted cabinet at the location(s) indicated on the plans.

Materials: The contractor shall furnish the following items as specified:

<u>Closed Circuit Television Cabinet</u>: The Contractor shall provide a single door, NEMA 4X aluminum cabinet, complete with mounting panel, patch panel, terminal block, and hardware for pole mounting as indicated on the plans or as directed by the Engineer.

The walls, sides, top, and bottom shall be a minimum of 0.08 inches thick. The door shall be a minimum of 0.1 inches thick. The nominal dimensions of the cabinet shall be 24 inches high, 20 inches wide and 8 inches deep.

All seams shall be continuously welded and ground smooth with no holes or knockouts. The cabinet shall be fabricated with a rolled lip around three sides of the door and on all sides of the enclosure openings to exclude liquids and contaminants. The door clamp assembly shall assure a watertight seal. A seamless gasket shall be included to assure a watertight and dust tight seal.

The cabinet shall be colored Powder Coded black.

All fasteners shall be stainless steel.

The Closed Circuit Television Cabinet shall include a grounding system. Connection to ground shall be a bare, solid AWG #6, copper wire [Electric Cable in Conduit, 600V (EPR-Type RHW) 1/C No. 6], or an equivalent bonding strap.

The cabinet shall be wired for single-phase 120 volt AC service. The Contractor shall provide a lightning arrestor designed to protect 120 VAC single-phase breaker panels. The lightning arrestor shall use metal oxide variators as the protective elements. The response time shall be under five nanoseconds and the maximum surge current shall be at least 40,000 amps. The clamping voltage shall not exceed 400 volts. The device shall protect line-to-line and line-to-neutral.

The Contractor shall provide an additional surge protector just for the circuits powering the communication and traffic management equipment. This surge protector shall be a filtering, two-stage surge protector. The Contractor shall install it on the load side of the appropriate breaker. The protector shall provide radio frequency noise filtering and be capable of protecting equipment drawing a total of at least 10 amps. If the load on the circuit exceeds 10 amps, the Contractor shall split the load among multiple circuits, each with its own surge protector. The protector shall clamp both the main line and the main neutral at 250 volts, both relative to each other and relative to the cabinet ground. The response time shall be such that the voltage never exceeds 250 volts. The surge protector shall suppress surges of up to 20,000 amps.

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All circuit breakers shall be molded case units with a quick-make, quick-break, trip-free mechanism, and with a minimum interrupting capacity of 10,000A (RMS Symmetrical). The circuit breakers shall be of fixed trip type and UL listed. Circuit breakers shall be listed on the latest Qualified Products List QPL-W-C-375 maintained by the Defense Supply Center, unless no suitable breakers are listed.

Each cabinet shall be equipped with one fluorescent lighting fixture mounted to the inside top front portion of the cabinet. The fixture shall have an F-15-T-8 cool white lamp; operated from a normal power factor, UL listed cold weather ballast. A door-activated switch shall be installed to turn the cabinet light on when the door is opened.

General: The Contractor shall install the Closed Circuit Television Cabinet as indicated in the plans. The Contractor shall verify the mounting criteria and dimensions based upon the pole being provided. Any adjustments in the dimensions for the mounting brackets shall be approved by the Engineer.

Documentation: One (1) copy of all operations and maintenance manuals and four (4) copies of the cabinet wiring diagram for each Closed Circuit Television Cabinet shall be delivered for each assembly installed.

Basis of Payment: This work will be paid for at the contract unit price for each CLOSED CIRCUIT TELEVISION CABINET. The unit price shall include all labor, equipment, materials, and testing, required to furnish and install the Closed Circuit Television Cabinet. The unit price shall also include the documentation detailed above.

XX007469 UPLIGHTS

Description: This work shall consist of furnishing and installing new LED accent lights at the locations as shown on the plans.

Materials: The Contractor shall furnish the following item:

Luminaire: The luminaire shall be a Hydrel Model 22LED MVOLT MFL KM LP, including lamps, as shown on the plans and/or as directed by the Engineer.

General: The Contractor shall install the luminaries according to the Manufactures' instructions, as shown on the plans and/or as directed by the Engineer.

Method of Measurement: This work will be measured for payment as each uplight installed.

Basis of Payment: This work will be paid for at the contract unit price per each for UPLIGHTS. The unit price shall include all labor, equipment and materials needed for the installation of the uplights. Excavation, backfill, connections, testing and documentation shall be included in the unit price.

DESIGN SPECIAL PROVISIONS

WATER SERVICE LINE 2"

DESCRIPTION

The Contractor shall install 2" Type K copper piping as shown on the plans for the 2" water service line through Lake County right-of-way. The Contractor shall repair any damage to Lake County facilities and equipment at no additional cost to the Owner. For outlets, the contractor shall install a 2" A. Y. Mc Donald 4753 flare to male iron pipe threaded coupling with a cap (or approved equal) at the end of each water service line to each area to be irrigated as shown on the plans and will be considered incidental to the work.

For curb box description see special provision for CURB BOX.

METHOD OF MEASUREMENT

The work shall be measured for payment per foot of water service line installed. All service fittings and tees used to connect the 2" copper piping along the run and branches of the water service shall be included in the cost of the work for WATER SERVICE LINE 2" and will not be paid for separately.

BASIS OF PAYMENT

WATER SERVICE LINE 2", of the type specified shall be paid for per foot installed as shown on the plans or as directed by the Engineer. The contract unit price shall include payment in full for furnishing materials, installation, connections of all proposed and existing pipes, fittings, excavation, disposal of excavation (if necessary), shoring, backfilling, compacting, restoration to existing conditions, and curb boxes at locations shown on the plans or as directed by the Engineer.

BACKFLOW PREVENTER 2"

DESCRIPTION

The Contractor shall install one 2" Reduced Pressure Zone (RPZ) Backflow Preventer (FEBCO Model 825YA or approved equal) and all brass plumbing appurtenances as shown on the plans which shall be but not limited to two 2" A. Y. Mc Donald 4753 flare to male iron pipe threaded adapters or approved equal, one Watts 777S 2" strainer or approved equal, two 2" Hammond brass gate valves or approved equal, and one T. Christy brass pressure gauge connected with one 2" by 1/4" brass tee or approved equal. The contractor shall install an enclosure to contain the backflow preventer (VIT Products Inc. Strong Box Model SBBC-30AL or approved equal). The contractor shall install two bollards on each side of the enclosure as shown on the plans. The contractor shall thoroughly clean the bollards before priming with Benjamin Moore Universal Metal Primer #M07 or approved equal and paint with Benjamin Moore Impervo #C133 Alkyd High-Gloss Metal and Wood Enamel (Safety Yellow) or approved equal. The Contractor shall repair any damage to Lake County facilities and equipment at no additional cost to the Owner.

METHOD OF MEASUREMENT

The work shall be measured for payment as each installed. All materials needed for the backflow preventer installation, the enclosure, the concrete, and the bollards will be included in the cost of the work for BACKFLOW PREVENTER 2" and will not be paid for separately.

BASIS OF PAYMENT

BACKFLOW PREVENTER 2", of the type specified shall be paid for as each installed as shown on the plans or as directed by the Engineer. The contract unit price shall include payment in full for furnishing materials, installation, and connections of all proposed and existing pipes, fittings, excavation, shoring, backfilling, compacting, and restoration to existing conditions.

CURB STOP 2"

DESCRIPTION

The Contractor shall install a 2-inch Curb Stop (A. Y. Mc Donald 6100 or approved equal by the Owner), as shown on the plans during the installation of the 2" water service line through Lake County right-of-way. The Contractor shall repair any damage to Lake County facilities and equipment at no additional cost to the Owner.

METHOD OF MEASUREMENT

The work shall be measured for payment per each curb stop installed.

BASIS OF PAYMENT

Each 2-INCH CURB STOP, of the type specified shall be paid for at each location shown on the plans or as directed by the Engineer. The contract unit price shall include payment in full for furnishing materials, installation, and connections of all proposed and existing pipes, fittings, excavation, shoring, backfilling, compacting, and restoration to existing conditions.

CURB BOX

DESCRIPTION

The Contractor shall install a Curb Box (A. Y. Mc Donald 5623 Minneapolis pattern or approved equal by the Owner), as shown on the plans during the installation of the curb stop installed for the water service line through Lake County right-of-way. The Contractor shall repair any damage to Lake County facilities and equipment at no additional cost to the Owner.

METHOD OF MEASUREMENT

Curb boxes shall not be measured for payment separately, but shall be included in the contract unit price of WATER SERVICE LINE 2".

BASIS OF PAYMENT

Curb boxes, of the type specified, shall be included in the contract unit price of WATER SERVICE LINE 2" and shall be installed at each location shown on the plans or as directed by the Engineer. No additional compensation for this item of work will be allowed. The contract unit price for WATER SERVICE LINE 2" shall include payment in full for furnishing materials, installation, and connections of all proposed and existing pipes, fittings, excavation, shoring, backfilling, compacting, and restoration to existing conditions.

IRRIGATION SYSTEM

DESCRIPTION

PART 1 GENERAL

1.1 DESIGN

- A. Irrigation system design:
 - 1. Successful irrigation provider will design irrigation system in accordance with specifications.
 - 2. Submit irrigation system design as shop drawing for approval by Owner.
 - 3. Install irrigation system per approved shop drawings.
 - 4. Provider to be responsible for the proper adjustment and operation of a suitable irrigation system for approval by Owner.
 - 5. Comply with all Local codes and regulations.

1.2 QUALITY ASSURANCE

- A. Design criteria:
 - 1. Design sprinklers to provide complete coverage for areas to be irrigated.
 - 2. Provide minimum of 1.0 IN of precipitation per week at 3.5 cycles per week to areas to be irrigated.
 - 3. Provide minimum of 30 PSI at base of moving spray sprinklers and 20 PSI for fixed spray sprinkler heads.
 - 4. Provide drip piping as needed for coverage of areas to be irrigated.
 - 5. The maximum flow through the backflow preventer to the areas to be irrigated shall not exceed 20 gallons per minute.
 - 6. Design for prevailing wind of 5 MPH and local soil types.
 - 7. Adjust sprinkling time to soil type to reduce water runoff.
 - 8. Allowable watering time: Between 10 PM and 6 AM.
 - 9. Locate sprinklers and drip piping as required.
 - 10. Avoid overspray onto adjacent walks, drives, driving lanes, parking areas, and buildings.
- B. Installer qualifications: Personnel experienced in this work and engaged in this type of work for at least 2 years.
- C. Coordinate system with new plants indicated on drawings.

1.3 SUBMITTALS

- A. Shop drawings:
 - 1. Indicate complete layout of piping, type, size, station flow rates, operating pressure, amount of water system is designed to apply per week, and length of time each station is designed to apply required water.
 - a. Differentiate between type of ground coverage (groundcovers, lawns, shrubs, trees, etc.).
 - b. Location of components.
 - c. Identify irrigation components used.
- B. Product data:

1. Manufacturer's specifications for materials.

C. Project information:

1. Hydrostatic test report for complete irrigation system.

- D. Contract closeout information:
 - 1. Operating, programming, and maintenance data.

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- 2. As-built drawings of installed irrigation system with time and flow rates of each station.
- 3. Warranty of all materials.

1.4 JOB CONDITIONS

- A. Connections for irrigation systems as shown on the plans.
- B. Verify location of existing and new underground utilities and structures.
- C. Protect existing utilities and structures and replace if damaged.

1.5 WARRANTY

A. Written warranty for one year on installation and materials.

PART 2 PRODUCTS

2.1 MANFACTURERS

- A. Acceptable manufacturers:
 - 1. Sprinkler heads and nozzles, controllers, and valves:
 - 1) Toro.
 - 2) Rain Bird Sprinkler Manufacturing.
 - 3) Buckner.
 - 4) Hunter.
 - 2. Valve boxes:
 - 1) Ametek Haveg.
 - 2) Carson Inds.
 - 3. Major components manufactured or assembled by one manufacturer.
 - 4. Other manufacturers for approval by Owner.

2.2 PIPING AND WIRING

- A. PVC plastic pipe (for main irrigation system lines):
 - 1. PVC pipe:
 - a. Solvent weld, ASTM-D2241, Class 200, SDR 21.
 - b. Pipe marked with manufacturers name and trademark, size, schedule, type of pipe and working pressure.
 - 2. Pipe connections:
 - a. Solvent welded socket type: ASTM-D2466, Schedule-40.
 - b. PVC threaded fittings: ASTM-D2464.
 - 3. Sprinkler head connections:
 - a. PVC fittings per sprinkler manufacturer's recommendations.
 - b. PVC threaded fittings: ASTM-D2464, Schedule-80.
 - c. Threaded nipples: ASTM-D1785, Schedule-80.
 - d. PVC swing joint assemblies: ASTM-D1785, Schedule-80.
 - e. PVC saddle tees.
- B. Polyethylene pipe (for irrigation system lateral lines):
 - 1. Polyethylene pipe:
 - a. Drip tubing: Size 1-1/2 IN and smaller; ASTM-D2239.
 - b. Drip fittings: ASTM D2609
 - c. Emitter tubing: As recommended by Emitter.
 - d. Pressure rating 80 PSI at 73 degF.
 - e. Mark pipe continuously and permanently with manufacturers name or trademark, size, schedule type of pipe, and working pressure.
 - 2. Pipe connections:
 - a. PVC plastic insert type with stainless steel pinch ear or screw type clamp.

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- 3. Sprinkler head fittings:
 - a. Polyethylene flexible swing joint assembly with barbed elbows.
 - b. PVC plastic ells, tees, and couplers with stainless steel pinch ear or screw type clamp.
 - c. Polyethylene adjustable length, cut-off risers and fittings.
- C. Riser assembly:
 - 1. Rotating pop up sprinkler or quick coupling valves to have an adjustable riser assembly (triple swing joint riser) assembled by use of 3 standard 90 degree ells as recommended by sprinkler manufacturer.
 - 2. Swing joint riser to be same size as inlet to sprinkler head.
 - 3. Stationary spray pop up sprinkler heads to have flexible PVC pipe or polyethylene adjustable length cut off risers.
 - 4. Sprinkler riser to be same size as inlet to sprinkler head.
- D. Sleeves for control wiring and piping:
 - 1. ASTM-D1785, Schedule-40 PVC.
 - 2. Install under walks and paving prior to installation of walks and paving.
- E. Valve boxes:
 - 1. Molded polyfiber, with green colored, non-hinged, bolted cover.
 - 2. Ametek models 10-182-001, 10-170-001, or 10-190-001.
 - 3. Carson Industries models 910, 1419 or 1419E.
- F. Jointing materials:
 - 1. Solvent cement: ASTM-D2564.
 - 2. Rubber gaskets: AWWA-C111.
- G. Electrical wiring:
 - 1. Type "UF," 600 volt, stranded or solid copper, single conductor wire with PVC insulation, UL labeled for direct underground burial.
 - 2. Conductors not smaller than No.14 AWG.
 - 3. Insulation: 1/16 IN thick minimum covering of ICC-100 compound for positive waterproofing protection.
 - 4. Sizes 14, 12, 10 and 8: Single conductor solid copper wire; sizes 6 and 4: Stranded copper wire.
 - 5. Control or "hot" wires orange, red or black; common or ground wires white.
 - 6. Wire types and installation conform to local codes.
 - 7. Provide expansion coils as required.
 - 8. Size conductors to provide sufficient voltage at valve solenoids for proper operation.
 - 9. Provide wiring from control valves to controllers.

2.3 VALVES

- A. Manual circuit valves:
 - 1. 2 IN and smaller: Ball valve, Schedule-80 PVC, ASTM-D1785.
 - a. Pressure rated at 200 PSI at 73 degF.
 - b. Teflon ball seals.
 - c. One-piece PVC body.
 - 2. 2-1/2 IN and larger: Brass ball valve:
 - a. Pressure rated at 200 PSI.
 - b. Teflon ball seals.
 - c. Forged body.
 - 3. Locate in valve boxes.
- B. Manual drain valves:
 - 1. Ball valve, Schedule-80 PVC, ASTM-D1785.
 - a. Pressure rated at 200 PSI at 73 degF.
 - b. Teflon ball seals.
 - c. One-piece PVC body.

- 2. Locate in valve boxes.
- 3. Provide 1 CF gravel sump in bottom of valve box.
- C. Quick coupling valves:
 - 1. Bronze or brass, 2 piece, cast body.
 - 2. Valve seat and throat with replaceable seals.
 - 3. Bronze cover.
 - 4. Size: 3/4 IN single or double lug, with 3/4 IN valve key and hose swivel for 3/4 IN hoses.
- D. Automatic drain valves:
 - 1. Brass or PVC.
 - 2. Positive sealing at 3 to 5 PSI and opening to drain below this pressure.
 - 3. 1/2 IN male pipe thread connection.
 - 4. Install 30 45 degrees below horizontal position with 6 IN length of PVC pipe placed over outlet to prevent dirt particles from being washed back into valve.
 - 5. Provide 1 CF gravel sump at outlet pipe.
- E. Remote control valves:
 - 1. Body, bonnet, etc., molded from high strength engineering plastic.
 - 2. Normally closed, electrically operated.
 - 3. 24 VAC solenoid.
 - 4. Flow control.
 - 5. Manual bleed.

2.4 SPRINKLER CONTROLLER

- A. Sprinkler controller:
 - 1. Three valve programming per station.
 - 2. 24 HR watering cycle programmable for variable day cycle with capability to skip a day in watering period.
 - 3. 0 to 90 minutes and 0 to 9.9 hour timing per station.
 - 4. Rainy weather ON/OFF switch.
 - 5. Master valve.
 - 6. Locking cabinet with keys.
 - 7. Manual or automatic operation without disturbing preset automatic operation.
 - 8. 115-120 VAC, with internal hard wired transformer.
 - 9. Battery back-up to maintain programs for two weeks.

2.5 SPRINKLER HEAD AND NOZZLES

- A. Toro:
 - 1. Sprinkler nozzles with shrub adapter: Series 500 shrub bubblers and shrub adapter for series 570 nozzles.
 - 2. Fixed spray sprinklers: Series 570C fixed spray sprinklers and nozzles.
 - 3. Rotary sprinklers: Series S600, 600 shrub, 300, XP300, 610, 640 and S700 gear driven sprinklers.

B. Buckner:

- 1. Sprinkler nozzles with shrub adapter: Series 13245 and 13246 spray nozzles and shrub adapters 13140 and 13141.
- 2. Fixed spray sprinklers: Series 13200 and 13000 pop-up spray sprinklers and related spray nozzles.
- 3. Moving spray sprinklers: Series 10010, 10011, 17011, and 10300 impact sprinklers and series 11330 and 11360 cam driven sprinklers.

C. Rain Bird:

- 1. Sprinkler nozzles with shrub adapter: MPR plastic and brass nozzle with brass shrub adapter.
- 2. Fixed spray sprinklers: Series 1800 pop-up spray sprinklers and related nozzles.

- 3. Rotary sprinklers: Series 15111B, 41-51AP, MAXI-PAW 2045A, R-50, R-70, Falcon, T-Bird and T-Bird II.
- D. Hunter:
 - 1. Fixed spray sprinklers: S-Type, 4 IN pop-up, PX series 6 IN and 12 IN pop-up.
 - 2. Rotary sprinklers: PGP Series, I-10, I-20, I-25, I-40 and I-42 gear driven.

PART 3 EXECUTION

3.1 PREPARATION

- A. Stake out location of each run of pipe and sprinkler heads and valve locations prior to ditching.
 - 1. Design location of heads is approximate.
 - 2. Modify location in field to obtain best coverage possible.
- B. Excavate trenches to required depth and width to permit proper handling and installation of pipe and fittings.
 - 1. Compact backfill thoroughly, in 8 IN lifts, evened off with adjacent soil level.
 - 2. Hand rake smooth.
- C. If possible, pipe may be installed with a vibratory plow to minimize surface disturbance.

3.2 INSTALLATION

- A. Lay piping at sloped grade so that entire system of piping will completely drain to low point.
 - 1. Install manual drain valves at low points along main trunk line.
 - 2. Install automatic drain valves at low points along lateral lines.
 - 3. Install manual circuit valves as needed.
- B. Carefully place pipe, fittings and valves.
 - 1. Keep interior of pipes free of dirt and debris.
 - 2. Close or cap open ends of pipe when laying is not in progress.
- C. Install sprinkler heads and valves to finish grade indicated. Readjust those not setting at proper level.
- D. Main trunk lines: 18 IN minimum of cover over top of pipe.
- E. Lateral lines depth: 12 IN minimum of cover over top of pipe.
- F. Install pipe under existing concrete or asphalt pavement by jacking, boring or hydraulic driving.
 1. Where cutting or breaking of sidewalks, concrete work and/or asphalt is necessary, remove
 - Where cutting or breaking of sidewalks, concrete and replace to original pavement section.
 - 2. Replace full panels of concrete sidewalk.
- G. Install new sleeves for pipe and wires prior to paving.1. Depth: 18 IN minimum of cover over top of sleeve.
- H. Set heads perpendicular to finished grades.
- I. Lay plastic pipe in trench to provide for expansion and contraction as recommended by manufacturer.
- J. Cut plastic pipe with hacksaw and square or sawing vise to ensure square cut.
 - 1. Remove burrs at cut ends prior to installation.
 - 2. Solvent weld plastic to plastic joints.
 - 3. Use only solvent recommended by manufacturer.
 - 4. For plastic to metal joints, use plastic male adapters.
 - 5. Allow joints to set at least 24 hours before pressure is applied to pipe system.
- K. Install electric wiring in pipe trenches where possible.
 - 1. Install wiring along side of pipe if possible.

- 2. Snake wire in trench as much as possible to allow for expansion and contraction.
- 3. If wire is run in separate trench, provide 12 IN of cover.
- . Provide sufficient wire at remote control valves so that, in case of repair, valve bonnet or splice may be brought to surface without disconnecting wire.
- L. Install controllers as needed.
 - 1. Connect common wires of remote control valves of one controller to that controller's common ground wire system.
- M. Install irrigation system per manufacturer's guidelines.
- N. Restore existing improvements and sod damaged as a result of this work.

3.3 FIELD QUALITY CONTROL

- A. Upon completion of irrigation system, hydrostatically test to pressure not less than 50 percent more than maximum operating pressure, but in no case less than 100 PSI.
 - 1. Maintain this pressure for 30 minutes.
 - 2. Repair or replace leaks or defective pipe and repeat tests until test requirements are met.
- B. After sprinkler piping, risers and heads are in place and connected, open control valves and flush out system with full head of water.
 - 1. Remove and clean internal parts of vertical valves.
 - 2. Repeat as many times as necessary to insure a completely flushed system.

3.4 ADJUST AND CLEAN

- A. Adjust pins of adjustable sprinklers into stream for proper and adequate distribution of water over coverage pattern.
- B. Tighten nozzles on stationary sprinklers.
- C. Adjust sprinklers having an adjusting screw, adjusting stem or adjusting friction collar for proper arc of coverage, radius, diameter and/or gallonage discharge.
- D. Adjust automatic control valves to correct operating pressure for specific sprinkler heads downstream of valve.
- E. Thoroughly clean parts, equipment, fixtures, pipe, valves and fittings of grease, plastic cuttings and sludge.
- F. Prior to final acceptance, inspect and test operation of each piece of equipment and system to satisfaction of Owner and Engineer.
- G. Adjust system to provide uniform coverage, insofar as practical.
- H. Remove debris produced as a result of work.
- I. Adjust height of heads and valve boxes as required.
- J. Provide Owner operating and winterizing instructions.
- K. This work will include winterizing the system at the end of the construction season and set up of the irrigation system the following spring.

METHOD OF MEASUREMENT

The work outlined in Parts 1, 2, and 3 of this specification shall be measured for payment as a lump sum.

BASIS OF PAYMENT

The work outlined in the "IRRIGATION SYSTEM" special provision shall be paid as a lump sum and will include all work as outlined in Parts 1, 2, and 3 of this specification.

PLANTING WOODY PLANTS (MODIFIED)

General

- 1.1 SUMMARY
 - A. Section Includes:
 - a. Plants
 - b. Planting soils
 - c. Tree stabilization

1.2 DEFINITIONS

- A. <u>Backfill</u>: The earth used to replace or the act of replacing earth in an excavation.
- B. <u>Balled and Burlapped Stock</u>: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. <u>Balled and Potted Stock</u>: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.
- D. <u>Container-Grown Stock</u>: Healthy, vigorous, well-rooted plants grown in a container, with a well established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- E. <u>Duff Layer</u>: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs and detritus.
- F. <u>Finish Grade</u>: Elevation of finished surface of planting soil.
- G. <u>Manufactured Topsoil</u>: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- H. <u>Pesticide</u>: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides and molluscicdes. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- I. <u>Pests:</u> Living organisms that occur where they are not desired, or that cause damage to plants, animals or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- J. <u>Planting Area</u>: Areas to be planted.

- K. <u>Planting Soil</u>: Standardized topsoil; existing, native surface topsoil, existing, in-place surface soil, imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- L. <u>Plant, Plants, Plant Material</u>: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- M. <u>Root Flare</u>: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- N. <u>Stem Girdling Roots</u>: Roots that encircle the stems (trunks) of trees below the soil surface.
- O. <u>Subgrade</u>: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is replaced.
- P. <u>Subsoil:</u> All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- Q. <u>Surface Soil</u>: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.3 SUBMITTALS

- A. <u>Product Data</u>: For each type of product indicated, including soils.
 a. Plant Materials: Include quantities, sizes, quality, and sources for
 - plant materials.
 - b. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to the Project.
- B. <u>Nursery List</u>: Submit nursery list that complies with items under Quality Assurance
- C. <u>Schedule:</u>
 - a. Upon award and authorization to proceed with the work, a schedule indicating the dates of each of the following items shall be submitted to the Village.
 - b. Tagging of plant materials in nurseries.
 - c. Staking of plant locations on the site
 - d. Digging and preparation of plant pits and beds
 - e. Delivery of plant material to the site
 - f. Planting schedule
 - g. Substantial completion of the work
- D. Samples for Verification: For each of the following:
 - a. Organic Mulch: 1 pint volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be

typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.

- b. Leaf Mulch: 1 pint volume of leaf mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and makeup.
- c. Bark Mulch: 1 pint volume of bark mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and makeup.
- d. Mineral Mulch: 2 lb of each mineral mulch required, in sealed plastic bags labeled with source of mulch. Sample shall be typical of the lot of material to be delivered and installed on the site; provide an accurate indication of color, texture, and makeup of the material.
- E. <u>Qualification Data</u>: For qualified landscape installer. Include list of similar projects completed by installer demonstrating installer's capabilities and experience. Include project names, address and year completed, and include names and addresses of owner's contact persons.
- F. <u>Product Certificates</u>: For each type of manufactured product, from manufacturer, and complying with the following:
 - a. Manufacturer's certified analysis of standard products.
 - b. Analysis of other materials by recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- G. <u>Material Test Reports</u>: For existing in-place surface soil and imported or manufactured topsoil.
- H. <u>Maintenance Instructions</u>: Recommended procedures to be established by Village for maintenance of plants during a calendar year. Submit before start of required maintenance periods.
- I. <u>Warranty</u>: Sample of special warranty.
- 1.4 QUALITY ASSURANCE
 - A. <u>Installer Qualification</u>: A qualified landscape installer whose work has resulted in successful establishment of plants.
 - a. Experience: Five years' experience in landscape installation.
 - b. Installer's Field Supervision: Require installer to maintain an experience full-time supervisor on Project site when work is in progress.

 c. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network: Certified Landscape Technician – Exterior, with installation maintenance specialty area(s), designated CLT – Exterior

- d. Pesticide Applicator: State Licensed, commercial
- B. <u>Soil Testing</u>: The Contractor shall submit a complete soils report to the

Village prepared by a certified laboratory. Soils report shall include complete physical and chemical analysis of import topsoil to be used on site, including, but not limited to the following parameters:

- a. U.S.D.A. soil classification : Percent of sand; Percent of clay; Percent of silt
- b. Chemical analysis including: Exchange Capacity: pH and Organic Matter
- c. Major Anions: Soluble Sulfur; Extractable Phosphorus; Bray II Phosphorus
- d. Major Cation's amounts and percentage of Base Saturation
 - 1. Calcium
 - 2. Magnesium
 - 3. Potassium
 - 4. Sodium
 - 5. Hydrogen
- e. Extractable Minors
 - 1. Boron
 - 2. Iron
 - 3. Manganese
 - 4. Copper
 - 5. Zinc
 - 6. Aluminum
- C. <u>Soil Report:</u> Report shall include recommendations for fertilization and soil amendment for the various types of turf and plants to be installed at the site to provide complete soils that will ensure vigorous growth for all plants specified. Soils report to include analysis of a minimum of three (3) soil samples from different locations.

Sampling Procedure:

- 1. Take a minimum of 8 cores 6" to 8" deep.
- 2. Place cores in a paper bag for shipping
- 3. Include a listing of the various types of turf and plants to be installed at the site, for example, turf grass, perennials, shrubs, seeded meadow, seeded mesic meadow, meadow plugs, and native perennials.
- 4. Send to a certified lab.
- D. <u>Plant Material Selected By Contractor</u>.
 - a. Contractor shall locate all plant material to be supplied for the project and inform the Village in writing of plant location(s) at least thirty (30) days prior to the scheduled date of plant review and selection.
 - b. Contractor shall supply the Village with a list of nurseries to be utilized. The Village retains the right to accept or reject any nurseries.
 - c. All landscape materials to be obtained shall be grown within a distance not to exceed 150 miles.
 - d. The Village will select all plant material required for the project, or reserves the right to select representative examples of individual plant

species or varieties where the number of plants is too great to reasonably review and select all of the individual plants. No trees shall be delivered without the Village's prior approval.

- e. In the event plant material is found to be unacceptable after review by the Village, the Contractor shall pursue other sources until acceptable plant material is found, at no additional cost to the Village.
- f. Selection or lack of selection at the plant source does not impair the right of the Village to review and reject material at the time of shipping, during installation of the work, or after the installation of the work.
- D. <u>Substitutions:</u>
 - a. If specified landscape materials are not obtainable, notify the Village who will identify alternate sources or substitutes. If substitutions are smaller in size than the specified material, credits to the base bid contract will be made based on comparable cost differentials customary for materials and sizes involved.
 - b. Plants shall be supplied at the minimum sizes specified. Plants larger than the minimum size may be used upon approval by the Village.
 - c. Container plants may be substituted for those designated "B&B" only if approved by the Village.
- E <u>Measurements</u>: Measure according to ANSI Z60.1 Do not prune to obtain

required sizes.

- a. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4" caliper size, and 12" above the root flare for larger trees.
- b. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- F. <u>Plant Material Observation</u>: The Village may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size and quality. The Village rains the right to observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. The Contractor shall remove rejected trees or shrubs immediately from Project site. The Contractor shall notify the Village of sources of planting materials seven days in advance of delivery to site.
- G. <u>Preinstallation Conference</u>: A preinstallation conference will be conducted at Project site.
- 1.5 DELIVERY, STORAGE AND HANDLING

- A. <u>Packaged Materials</u>: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.
- B. <u>Bulk Materials</u>:
 - a. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - b. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems or walkways.
 - c. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.
- C. <u>Plant Protection:</u> Do not prune trees and shrubs before deliver. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during deliver and handling.
- D. Plant Handling: Handle planting stock by root ball.
- E. <u>Storage:</u> Store bulbs, corms, and tubers in a dry place at 60 to 65 degrees F. until planting.
- F. <u>Delivery</u>: Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after deliver, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect form weather and mechanical damage, and keep roots moist.
 - a. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - b. Do not remove container-grown stock from containers before time of planting.
 - c. Water root systems of plants stores on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.6 PROJECT CONDITIONS

- A. <u>Field Measurements</u>: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. <u>Interruption of Existing Services or Utilities</u>: Do not interrupt services or utilities to facilities occupied by the Village unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated.
 - a. Notify the Village no fewer than two days in advance of proposed interruption of each service or utility.

- b. Do not proceed with interruption of services or utilities without the Village's written permission.
- C. <u>Planting Restrictions</u>: Coordinate planting periods with maintenance periods to provide required maintenance from date of installation to Substantial Completion.
 - a. Plant material shall be dug and planted only during the planting season appropriate for each individual plant species. Digging coniferous and deciduous trees prior to August 15^{th} will not be approved.
 - b. Pre-digging of plants with proper storage may extend the planting season, however, the installation of plant material outside the normal planting season shall be done only with the approval of the Village.
 - c. Installation of groundcovers, vines and perennials after September 1st shall be done only with the approval of the Village.
 - d. Spring Planting: April 15 June 15
 - e. Fall Planting: September 15 November 1
- D. <u>Weather Limitations</u>: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.
- E. <u>Coordination with Turf Areas (Lawns</u>): Plant trees, shrubs and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
 - a. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.7 WARRANTY

- A. <u>Special Warranty</u>: Installed agrees to repair or replace plantings and accessorized that fail in materials, workmanship, or growth within specified warranty period. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by the Village, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
- B. Warranty Periods from Date of Substantial Completion:
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months
 - b. Ground Covers, Biennials, Perennials, and Other Plants" 12 months
- C. <u>Minimum Remedial Actions:</u> Include the following remedial actions as a minimum:
 - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 25% dead or in an unhealthy condition at the end of warranty period.
 - c. A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.

- d. Provide extended warranty for period equal to original warranty period, for replaced plant material.
- 1.8 MAINTENANCE SERVICE
 - A. <u>Initial Maintenance service for Trees and Shrubs</u>: Provide maintenance by skilled employees of landscape installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than 12 months from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 PLANT MATERIAL

- A. <u>General:</u> Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and comply with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free to disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 - a. Trees with damaged, crooked, or multiple leaders; light vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than ³/₄ inch in diameter; or with stem girdling roots will be rejected.
 - b. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. <u>Sizes</u>: Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to the Village, with a proportionate increase in size of roots or balls.
- C. <u>Root-Ball Depth</u>: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. <u>Labeling</u>: Label at least one plant of each variety, size and caliper with a securely attached waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.
- E. <u>Stock Selection</u>: If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 INORGANIC SOIL AMENDMENTS

- A. <u>Lime:</u> ASTM C602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - a. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 - b. Provide lime in form of ground dolomitic limestone.
- B. <u>Sulfur:</u> Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. <u>Iron Sulfate</u>: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. <u>Aluminum Sulfate</u>: Commercial grade, unadulterated.
- E. <u>Perlite:</u> Horticultural perlite, soil amendment grade.
- F. <u>Agricultural Gypsum</u>: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. <u>Sand</u>: Clean, washed, natural or manufactured, and free of toxic materials.
- H. <u>Diatomaceous Earth</u>: Calcines, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. <u>Zeolites</u>: Mineral clinoptilolite with at least 60 percent water absorption by weight.
- 2.3 ORGANIC SOIL AMENDMENTS
 - A. <u>Compost</u>: Well composted, stable, and weed-free organic matter, pH range of 5.5 to 9; moisture content 35 to 55 percent by weight; 1100 percent passing through ³/₄ inch sieve; soluble salt content of 5 to 10 deci/m; not exceeding 0.5 percent inert contaminants and free to substances toxic to plantings; Organic Matter Content: 50 60 percent of dry weight.
 - B. <u>Sphagnum Peat</u>: Partially decomposed sphagnum peat moss, finely divided or granular texture, with a pH range of 3.4 to 4.8
 - C. <u>Wood Derivatives</u>: Decomposed, ground bark, of uniform texture and free of chips, stones, sticks, soil or toxic materials.

2.4 PLANTING SOILS

- B. <u>Planting Soil or Planting Mixture</u>: Imported topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs, or marshes.
 - a. Additional Properties of Imported Topsoil or Manufactured Topsoil: Screened and free of stones 1 inch or larger in any dimension; free of roots, plants, sod, clods, clay lumps, pockets of coarse sand, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid and other extraneous materials harmful to plant growth; free of obnoxious weeds, and invasive plants including quack grass, Johnson grass, poison ivy, nut sedge, nimblewill, Canada thistle, bindweed, bent grass, wild garlic, ground ivy, perennial sorrel,

and brome grass; not infested with nematodes; grubs; or other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens; friable and with sufficient structure to give good tilth an aeration. Continuous, air-filled pore space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.

- b. Mix imported topsoil or manufactured topsoil with the following soil amendments and fertilizers as recommended in the soil reports from the soil-testing laboratory.
- 2.5 MULCHES
 - A. <u>Organic Wood Mulch</u>: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - a. Type: Ground or shredded composted hardwood bark.
 - b. Size Range: 3 inches maximum, ¹/₂ inch minimum
 - c. Color: Natural
 - d. Installation depth: 3 inches
 - B. <u>Composted Leaf Mulch</u>: Well-composted, stable and weed free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1 inch sieve; soluble salt content of 2 to 5 deci/m; not exceeding 0.5 percent inert contaminants and free to substances toxic to plantings. Leaf mulch to be installed to a minimum depth of 2 inches.

2.6 TREE STABILIZATION MATERIALS

- A. <u>Stake trees only upon approval of the Village.</u>
- B. Wrap tree trunks only upon the approval of the Village.
- 2.7 MISCELLANEOUS PRODUCTS
 - A. <u>Tree Watering Bags</u>: As many bags as is necessary to adequately surround a trunk of the tree, while allowing air to surround the trunk shall be used. Bags shall be installed and filled with water on the same day a tree is installed.
 - a. Tree watering bags for single stem deciduous trees, Treegator, green 20 gallon capacity as manufactured by Spectrum Products, Inc. Youngsville, North Carolina.
 - b. Tree watering bags for multi-stem or low branched trees and coniferous trees. Treegator Jr. brown, 14 gallon capacity as manufactured by Spectrum Products, Inc. Youngsville North Carolina.
 - B. <u>Antidesiccant</u>: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Delivered in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
 - C. <u>Burlap</u>: Non-synthetic, biodegradable.
 - D. <u>Mycorrhizal Fungi or Soil Conditioner</u>: Dry, granular inoculants containing at least 5300 spores per lb. of vesicular-arbuscular mycorrhizal

fungi and 95 million spores per lb. of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

3.1 EXAMINATION

- A. <u>Site Examination</u>:Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.
 - a. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - b. Do not mix or place soils and soil amendments in frozen, wet or muddy conditions.
 - c. Suspend soil spreading, grading and tilling operations during period of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - d. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. <u>Satisfactory Site Conditions:</u> Proceed with installation only after unsatisfactory conditions have been corrected.
- C. <u>Contamination</u>: If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by the Village and replace with new planting soil.

3.2 PREPARATION

- A. <u>Protection:</u> Protect structures, utilities, sidewalks, pavements and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. <u>Erosion Control</u>: Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. <u>Lay Out:</u> Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested and obtain the Village's acceptance of layout before excavating or planting. Make minor adjustments as required.
- D. <u>Lay Out:</u> Lay out plants at locations directed by the Village. Stake locations of individual plants and outline areas for multiple plantings.
- E. <u>Antidesiccant:</u> Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling and transportation.
 - a. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

- F. <u>Wraps:</u> Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling and transportation.
- 3.3 PLANTING AREA ESTABLISHMENT
 - A. <u>Subgrade:</u> Loosen subgrade of planting areas to minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off of the Village's property.
 - B. <u>Blending of Soil</u>: Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
 - C. <u>Planting Depth:</u> Spread planting soil to a depth as indicated on drawings, but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy or excessively wet. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.
 - D. <u>Finish Grading</u>: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions to meet finish grades.
 - E. <u>Before planting</u>: obtain the Village's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
 - F. <u>Application of Mycorrhizal Fungi</u>: At time directed by the Village broadcast dry product uniformly over prepared soil at a rate as recommended by manufacturer.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. <u>Planting Pits and Trenches</u>: Excavate circular planting pits with sides sloping inward at a 45 degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - a. Excavate approximately three times as wide as ball diameter for balled and burlapped balled and potted container-grown stock.
 - b. Do not excavate deeper than depth of the root ball, measures from the root flare to the bottom of the root ball.
 - c. If area under the plant is initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 - d. Maintain required angles of repose to adjacent materials. Do not excavate subgrades of adjacent paving, structures, hardscapes or other new or existing improvements.
 - e. Maintain supervision of excavations during working hours.
 - f. Keep excavations covered or otherwise protected when unattended by Installer's personnel.

- g. If drain tile is shown on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. <u>Subsoil and Topsoil Removal:</u> Subsoil and topsoil removed from excavations may not be used as planting soil.
- C. <u>Obstructions</u>: Notify the Village if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - a. Hardpan Layer: Drill 6 inch diameter holes, 24 inches apart, into freedraining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. <u>Drainage</u>: Notify the Village if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- E. <u>Water:</u> Fill Excavations with water and allow to percolate away before positioning trees and shrubs.
- 3.5 TREE, SHRUB, AND VINE PLANTING
 - A. <u>Before Planting</u>: verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
 - B. <u>Remove Stem Girdling Roots and Kinked Roots</u>. Remove injured roots by cutting cleanly; do not break.
 - C. <u>Plant Placement:</u> Place balled and burlapped stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - a. Use planting soil for backfill.
 - b. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - c. Backfill around root ball in layers, tamping to settle soil and eliminate voice and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - d. Continue backfilling process. Water again after placing and tamping final layer of soil.
 - D. <u>Plant Placement:</u> Set balled and potted container-grown stock plumb in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - a. Use planting soil for backfill.
 - b. Carefully remove root ball from container without damaging root ball or plant.
 - c. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

- d. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. <u>Planting on Slopes:</u> When planting on slopes, set the plant so the root flare on the uphill side is flush with the surround soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.
- 3.6 TREE WATERING BAGS
 - A. <u>Installation of Tree Bags:</u> Install tree watering bags the same day the tree are planted and fill with water. Contractor shall be responsible for keeping bags filled with water until time of substantial completion unless indicated otherwise.
- 3.7 MECHANIZED TREE SPADE PLANTING
 - A. <u>Tree Planting with Tree Spade:</u> Trees may be planted with an approved mechanized tree spade at the designated locations. Do not use tree spade to move trees larger than the maximum size allowed for a similar fieldgrown, balled and burlapped root-ball diameter according to ANSI Z60.1, or larger than the manufacturer's maximum size recommendations for the tree spade being used, whichever is smaller.
 - B. <u>Tree Extraction:</u> When extracting the tree, center the trunk within the tree spade and move tree with a solid ball of earth.
 - C. Exposed <u>Roots</u>: Cut exposed roots cleanly during transplanting operations.
 - D. <u>Tree Space for Excavation</u>: Use the same tree spade to excavate the planting hole as was used to extract and transport the tree.
 - E. Tree Planting: Plant trees as shown on Drawings.
 - F. <u>Tree Orientation:</u> Where possible, orient the tree in the same direction as in its original location.
- 3.8 TREE, SHRUB AND VINE PRUNING
 - A. <u>Dead or Broken Branches:</u> Remove only dead, dying or broken branches. Do not prune for shape.
- 3.9 TREE STABILIZATION
 - A. <u>Tree Stabilization:</u> Tree stabilization is at the contractor's discretion, and is not required or detailed on the Drawings. Plant material shall still be required to be plumb at the end of the warranty period.
- 3.10 GROUND COVER AND PLANT PLANTING
 - <u>Plant Placement:</u> Set out and space ground cover and plants other than trees, shrubs, and vines as indicated in even rows with triangular spacing.
 <u>Destable the election and for head fill</u>
 - B. <u>Backfill:</u> Use planting soil for backfill.
 - C. <u>Hole Size:</u> Dig holes large enough to allow spreading of roots.
 - D. <u>Plants in Flats:</u> For rooted cutting plants supplied in flats, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes.
 - E. <u>Potted Plants:</u> For potted plants, remove pots and lightly loosen roots with fingers.
 - F. <u>Air Pockets:</u> Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

- G. <u>Watering:</u> Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- H. <u>Weather Protection:</u> Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.
- 3.11 PLANTING AREA MULCHNG
 - A. <u>Wood Mulch Depth:</u> Mulch backfilled surfaces of trees and shrubs with bark mulch to an average 3 inch depth.
 - B. <u>Leaf Mulch Depth</u>: Mulch backfilled surfaces of plants, ground cover and vines, with leaf mulch to an average 2-3 inch depth.
- 3.12 PLANT MAINTENANCE
 - A. <u>Plant Maintenance:</u> Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees, shrubs, ground cover, plants and vines free of insects and disease.
 - B. <u>Soil Settling:</u> Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
 - C. <u>Pest Control:</u> Apply treatments as required to keep plant materials, planted areas, and soils free to pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
- 3.13 PESTICIDE APPLICATION
 - A. <u>Application:</u> Apply pesticides and other chemical products ad biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendation. Coordinate applications with the village's operations and others in proximity to the Work. Notify the Village before each application is performed.
 - B. <u>Pre-Emergent Herbicides</u>: (Selective and Non-Selective): Apply to tree, shrub, and ground cover areas in accordance with manufacturer's written recommendations Do not apply to seeded areas.
 - C. <u>Post-Emergent Herbicides:</u> (Selective and non-Selective): Apply only are necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.
- 3.14 CLEANUP AND PROTECTION
 - A. <u>During Planting:</u> keep adjacent paving and construction clean and work area in an orderly condition.
 - B. <u>Plant Protection:</u> Project plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged plantings.

- C. <u>After Installation and Before Substantial Completion</u>: remove nursery tags, nursery stakes, tie tape, labels, wire, burlap and other debris from plant material, planting areas, and Project site.
- 3.15 DISPOSAL
 - A. <u>Waste Materials:</u> Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off the Village's property.

METHOD OF MEASUREMENT

This work shall be measured for final payment, in place, after the period of establishment. Trees, shrubs and vines will be measured as each individual plant. Mulch will be measured in square yards.

BASIS OF PAYMENT

This work shall be paid for at the contract unit per each TREES and SHRUBS of the type specified; per each for PERENNIAL PLANTS, CALAMAGROSTIS ACUTFOLIA KARL FORSTER (FEATHER REED GRASS), 1-GALLON; and per square yard for MULCH of the type specified. Payment will be made according to the following schedule:

(a) Initial payment. Upon planting, 75 percent of the pay item(s) will be paid.

(a) 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.

25400105 PERENNIAL PLANTS

Description: This work shall consist of furnishing and planting perennial plants at locations as shown on the plans and/or as directed by the Engineer.

Materials: Perennial Plants shall be limited to the following:

Perennial, Nepeta X Faassenii Walker's (Walker's Low Catmint), 1 gallon

General: The work shall be performed according to the applicable portions of the special provision for PLANTING WOODY PLANTS (MODIFIED) included herein.

Basis of Payment: This work will be paid for at the contract unit price per each for PERENNIAL PLANTS. The unit price shall include all labor, equipment and materials required to plant the trees as detailed in the special provision for PLANTING WOODY PLANTS (MODIFIED).

XX006570 TREES (SPECIAL)

Description: This work shall consist of furnishing and planting trees at locations as shown on the plans and/or as directed by the Engineer.

Materials: Trees (Special) shall be limited to the following:

- 1. Tree, Pyrus Calleryana Aristocrat, (Aristocrat Pear), Balled and Burlapped, Clump Form, 14' Height. Quantity 5 each.
- 2. Tree, Malus Beeson, (Mays Delight), Balled and Burlapped. Quantity 12 each.

General: The work shall be performed according to the applicable portions of the special provision for PLANTING WOODY PLANTS (MODIFIED) included herein.

Basis of Payment: This work will be paid for at the contract unit price per each for TREES (SPECIAL). The unit price shall include all labor, equipment and materials required to plant the trees as detailed in the special provision for PLANTING WOODY PLANTS (MODIFIED).

MULCH

Description: This work shall consist of furnishing and placing mulch at locations as shown on the plans and/or as directed by the Engineer.

Materials: Mulch shall be limited to the following:

Composted Leaf Mulch according to applicable sections of the special provision for PLANTING WOODY PLANTS (MODIFIED).

General: The work shall be performed according to the applicable portions of the special provision for PLANTING WOODY PLANTS (MODIFIED) included herein.

Basis of Payment: This work will be paid for at the contract unit price per square yard for MULCH. The unit price shall include all labor, equipment and materials required to place the mulch as detailed in the special provision for PLANTING WOODY PLANTS (MODIFIED).

XX005642 GATEWAY MONUMENT SIGN COMPLETE

Description: This work shall consist of furnishing, fabricating, and installing Gateway Monument Sign panels at the locations as shown on the plans.

General: The Contractor shall coordinate with the Village of Lincolnshire for the graphic design for each of the gateway monument signs. This coordination shall occur prior to procuring the signs. The sign shall be as manufactured by Stalter Wood Products, Gridley IL, (888) 797-1987 or an approved equal.

Shop drawings for the sign panels, mounting hardware, posts, and breakaway supports shall be provided by the Contractor to the Engineer and the Village of Lincolnshire for their review and approval.

The sign supports and posts for the panels shall be breakaway.

Method of Measurement: This work will be measured for payment as each sign installed.

Basis of Payment: This work will be paid for at the contract unit price per each for GATEWAY MONUMENT SIGN COMPLETE. The unit price shall include all labor, equipment and materials needed for the fabrication and installation of the sign panel, post, breakaway support, base (including any necessary excavation), and mounting hardware.

DISTRICT ONE SPECIAL PROVISIONS

COARSE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (D-1)

Effective : March 16, 2009

Revise Article 1004.03 of the Standard Specifications to read:

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Ali Other	Stabilized Subbase or Shoulders	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag Crushed Concrete The coarse aggregate for stabilized subbase, if approved by the Engineer, may be produced by blending aggregates according to Article 1004.04(a).
HMA High ESAL Low ESAL	IL-25.0, IL- 19.0, or IL-19.0L	Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF)
HMA High ESAL Low ESAL	C Surface IL-12.5,IL- 9.5, or IL-9.5L	Gravel (only when used in IL-9.5L) Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder)

Use	Mixture	Aggregates Allowed
HMA	D Surface	Crushed Gravel
High	IL-12.5 or	Crushed Stone (other than Limestone)
ESAL	IL-9.5	Crushed Sandstone
		Crushed Slag (ACBF)
		Crushed Steel Slag (except when used as leveling
		binder)
		Limestone may be used in Mixture D if blended by
		volume in the following coarse aggregate percentages:
		Up to 25% Limestone with at least 75% Dolomite.
		Up to 50% Limestone with at least 50% any aggregate
		listed for Mixture D except Dolomite.
		Up to 75% Limestone with at least 25% Crushed
		Slag (ACBF) or Crushed Sandstone.
HMA	E Surface	Crushed Gravel
High	IL-12.5 or	Crushed Stone (other than Limestone and Dolomite)
ESAL	IL-9.5	Crushed Sandstone
	12 010	
-		No Limestone.
		Dolomite may be used in Mixture E if blended by
		volume in the following coarse aggregate percentages:
		Up to 75% Dolomite with at least 25% Crushed
		Sandstone, Crushed Slag (ACBF), or Crushed Steel
		Slag. When Crushed Slag (ACBF) or Crushed Steel
		Slag are used in the blend, the blend shall contain a
		minimum of 25% to a maximum of 75% of either Slag by
		volume.
		Up to 50% Dolomite with at least 50% of any aggregate
		listed for Mixture E.
		If required to meet design criteria, Crushed Gravel or
		Crushed Stone (other than Limestone or Dolomite) may
		be blended by volume in the following coarse aggregate
		percentages:
		Up to 75% Crushed Gravel or Crushed Stone (other than
		Limestone or Dolomite) with at least 25% Crushed
		Sandstone, Crushed Slag (ACBF), or Crushed Steel
		Slag. When Crushed Slag (ACBF) or Crushed Steel
ł		Slag are used in the blend, the blend shall contain a
		minimum of 25% to a maximum of 50% of either Slag by
		volume.

Use	Mixture	Aggregates Allowed
HMA High	F Surface IL-12.5 or	Crushed Sandstone
ESAL	IL-9.5	No Limestone.
	·	Crushed Gravel, Crushed Concrete, or Crushed Dolomite may be used in Mixture F if blended by volume in the following coarse aggregate percentages: Up to 50% Crushed Gravel, Crushed Concrete or Crushed Dolomite with at least 50% Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or any Other Crushed Stone (to include Granite, Diabase, Rhyolite or Quartzite). When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of either Slag by volume.

- (b) Quality. For surface courses and binder courses when used as surface course, the coarse aggregate shall be Class B quality or better. For Class A (seal or cover coat), other binder courses, and surface course IL-9.5L (Low ESAL), the coarse aggregate shall be Class C quality or better. For All Other courses, the coarse aggregate shall be Class D quality or better.
- (c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Use Size/Application	
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-25.0 IL-19.0 IL-12.5 IL-9.5	CA 7 ^{1/} or CA 8 ^{1/} CA 11 ^{1/} CA 16 and/or CA 13 CA 16
HMA Low ESAL	IL-19.0L IL-9.5L	CA 11 ^{1/} CA 16
HMA All Other	Stabilized Subbase or Shoulders	CA 6 ^{2/} , CA 10, or CA 12

- 1/ CA 16 or CA 13 may be blended with the gradations listed.
- 2/ CA 6 will not be permitted in the top lift of shoulders.

FINE AGGREGATE FOR HOT- MIX ASPHALT (HMA) (D-1)

Effective: May 1, 2007 Revised: January 15, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

FINE AGGREGATE GRADATIONS					
Currel No.	Sieve Size and Percent Passing				
Grad No.	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (metric)					
	Sieve Size and Percent Passing				
Grad No.	9.5 mm	4.75 mm	2.36 mm	1.16 mm	75 µm
FA 22	100 6/ 6/ 8±8 2±2				2±2

6/ For the fine aggregate gradations FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± ten percent. The midpoint shall not be changed without Department approval.

Revise Article 1003.03(a) of the Standard Specifications to read:

"(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted."

Revise Article 1003.03 (c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, FA 21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

USE OF RAP (DIST 1)

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

In Article 1030.02(g) of the Standard Specifications, 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) results from the cold milling or crushing of an existing 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. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality as described in Article 1031.04, herein.

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 and size as listed below (i.e. "Homogenous Surface").

Prior to milling or removal of an HMA pavement, the Contractor may request the District to provide verification of the existing mix composition 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 coarse 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.
- (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.
- (d) Conglomerate Variable Size. Conglomerate variable size RAP 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 variable size RAP shall be processed prior to testing by crushing and screening to where all RAP is separated into various sizes. All the conglomerate variable size RAP shall pass the 3/4 in. (19 mm) screen and shall be a minimum of two sizes.

- (e) 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 in consistent gradation and/or asphalt binder content.
- (f) 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 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size 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	Homogene ous/ Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
3/4 in. (19mm)		
1/2 in. (12.5mm)	±8%	± 15 %
No. 4 (4.75	± 6 %	± 13 %

mm)		
No. 8 (2.36	±5 %	
mm)		
No. 16 (1.18		± 15 %
mm)		
No. 30 (600	± 5. %	
μm)		
No. 200 (75	± 2.0 %	± 4.0 %
μm)		
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %
Gmm	±0.02 % ^{2/}	
Gmm	±0.03 % ^{3/}	

- 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.
- 3/ Applies only to conglomerate variable size. When variation of the G_{mm} exceeds the ± 0.03 tolerance, a new conglomerate variable size 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.

Aggregate Quality Testing of RAP:

Lake County

The processed pile shall have a maximum tonnage of 5,000 tons (4500 metric tons). The pile shall be crushed and screened with 100 percent of the material passing the 3/4 in. (19mm) sieve. The pile shall be tested for AC content and gradation and shall conform to all requirements of Article 1031.03 Testing, herein. Once the uniformity of the gradation and AC content has been established, the Contractor shall obtain a representative sample with district oversight of the sampling. This sample shall be no less than 50 lbs (25 kg) and this sample shall be delivered to a Consultant Lab, prequalified by the Department for extraction testing according to Illinois Modified AASHTO T 164. After the AC has been extracted, the Consultant Lab shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid directly by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.05 Use of RAP 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) 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 or variable size in which the coarse aggregate is Class B quality or better.
- (c) 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, conglomerate variable size, in which the coarse aggregate is Class C quality or better.
- (d) 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, conglomerate variable size, or conglomerate DQ.
- (e) 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.

HMA	A Mixtures ^{1/3/}	Maxim	um % Rap
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30/40 2/	30	10
50	25/40 2/4/	15/25 ^{2/}	
70	25/30 2/	10/20 2/	10
90	10/15 2/	10/15 ^{2/}	10
105	10/15 2/	10/15 ^{2/}	10

Maximum Mixture RAP Percentage

- 1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP If 3/8 Rap or conglomerate variable size RAP is utilized.
- 3/ When RAP exceeds 20% the AC shall be PG58 -22. However, when RAP exceeds 20% and is used in full depth HMA pavement the AC shall be PG58 -28.

4/ Polymerized Leveling Binder, IL-4.75 is 15 %

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 or conglomerate variable size RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

- (a) Drier Drum Plants
 - (1) Date, month, year, and time to the nearest minute for each print.
 - (2) HMA Mix number assigned by the Department
 - (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)
 - (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)
 - (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - (7) Residual asphalt binder in the RAP material (per size) as a percent of the total mix to the nearest 0.1 unit.
 - (8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required when accumulated or individual aggregate and RAP are printed in wet condition).
- (b) Batch Plants
 - (1) Date, month, year, and time to the nearest minute for each print.

- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram)
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) Individual RAP Aggregate weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram)
- (7) Residual asphalt binder of each RAP size material as a percent of the total mix to the nearest 0.1 percent.

. The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "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."

BITUMINOUS PRIME COAT FOR HOT-MIX ASPHALT PAVEMENT (FULL DEPTH) (D-1)

Effective: May 1, 2007

Revise Article 407.06(b) of the Standard Specifications to read:

"A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b) at a rate of 0.02 to 0.05 gal/sq yd (0.1 to 0.2 L/sq m), the exact rate to be determined by the Engineer."

Revise the second paragraph of Article 407.12 of the Standard Specifications to read:

"Prime Coat will be paid for at the contract unit price per gallon (liter) or per ton (metric ton) for BITUMINOUS MATERIALS (PRIME COAT)."

TEMPERATURE CONTROL FOR CONCRETE PLACEMENT (DISTRICT ONE)

Effective: May 1, 2007

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

HOT MIX ASPHALT MIXTURE IL-4.75 (DIST 1)

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

<u>Description</u>. This work shall consist of constructing Hot-Mix Asphalt (HMA) surface course or leveling binder with an IL-4.75 mixture. Work shall be according to Sections 406, 1030, 1031 and 1032 of the Standard Specifications except as modified herein.

Materials.

Fine Aggregate: Revise Note 2 of Article 1030.02 of the Standard Specifications to read:

- (a) Gradation. The fine aggregate gradation for IL-4.75 shall be FA 1, FA 2, FA 20 or FA 22.
 - When the 4.75 mix is used as leveling binder, steel slag sand will not be permitted.

The fine aggregate quality shall be Class B. The total minus No. 200 (75 μ m) material in the mixture shall be free from organic impurities.

- (b) Reclaimed Asphalt Pavement (RAP). Only processed RAP over 3/8 in. (9.5 mm) screen will be permitted in the 4.75 mm mix. A maximum of 15% RAP will be allowed.
- (c) Asphalt Binder (AB). The AB shall be either Elvaloy or SBS/SBR; both shall be either PG 76 -22 or PG 76 -28. The AB shall meet the requirements of Article 1032.05(b) of the Standard Specifications; however the elastic recovery of the AB shall be 80 minimum.

The AB shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. It shall be placed in an empty tank and not blended with other asphalt cements.

(d) Mineral Filler. Mineral filler shall conform to the requirements of Article 1011.01 of the Standard Specifications.

Mixture Design. Add the following to Article 1030.04(b) of the Standard Specifications

"(4) IL 4.75 Mixture.

Volumetric Parameter	Requirement
Design Air Voids	4.0 % at Ndesign 50
Voids in the Mineral Aggregate (VMA)	18.5% minimum
Voids Filled with Asphalt (VFA)	82 - 92%
Dust/AC Ratio	1.0
Density (% of Max Specific Gravity)	93.0 - 97.4
Maximum Drain-down	0.3%

<u>Mixture Production</u>. Plant modifications may be required to accommodate the addition of higher percentages of mineral filler as required by the JMF.

During production, mineral filler shall not be stored in the same silo as collected dust. This may require any previously collected bag house dust in a storage silo prior to production of the IL-4.75 mixture to be wasted. Only metered bag house dust may be returned back directly to the mix. Any additional minus No. 200 (75 μ m) material needed to produce the IL-4.75 shall be mineral filler.

As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough is available for the production of the IL-4.75 mix for the entire project and 2) a mix design was prepared with collected bag-house dust.

The mixture shall be produced within the temperature range recommended by the asphalt cement producer; but not less than 325 °F (165 °C).

The amount of moisture remaining in the finished mixture shall be less than 0.3 percent based on the weight of the test sample after drying.

Mixtures contain steel slag sand or aggregate having absorptions \ge 2.5 percent shall have a silo storage plus haul time of not less than 1.5 hours.

Control Charts/Limits.

Add the following to Control Limits table in Article 1030.04(d)(4) of the Standard Specifications:

Parameter	Individual Test	Moving Average
% Passing		
No. 16 (1.18 mm)	± 4%	± 3%
No. 200 (75 μm)	± 1.5%	± 1.0%
Asphalt Binder	± 0.3%	± 0.2%
Content		
Air Voids	± 1.2% (of	± 1.0% (of
	design)	design)

CONSTRUCTION REQUIREMENTS

Compaction.

Add the following after the first paragraph of Article 406.07(a) of the Standard Specifications:

"The compaction operation shall start immediately after the mixture has been placed. The Contractor shall provide a minimum of two steel-wheeled tandem rollers for breakdown (T_B) and one finish steel-wheeled roller (T_F) meeting the requirements of Article 1101.01(e), except the minimum compression for all of the rollers shall be 280 lb/in. (49 N/mm) of roller width. Pneumatic-tired and vibratory rollers will not be permitted."

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

TEMPORARY PAVEMENT

Effective: March 1, 2003 Revised: April 10, 2008

<u>Description</u>. This work shall consist of constructing a temporary pavement at the locations shown on the plans or as directed by the engineer.

The contractor shall use either Portland cement concrete according to Sections 353 and 354 of the Standard Specifications or HMA according to Sections 355, 356, 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the Temporary Pavement shall be as described in the plans. The contractor shall have the option of constructing either material type if both Portland cement concrete and HMA are shown in the plans.

Articles 355.08 and 406.11 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement, if required, shall conform to Section 440 of the Standard Specification.

<u>Method of Measurement</u>. Temporary pavement will be measured in place and the area computed in square yards (square meters).

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square yard (square meter) for TEMPORARY PAVEMENT and TEMPORARY PAVEMENT (INTERSTATE).

Removal of temporary pavement will be paid for at the contract unit price per square yard (square meter) for PAVEMENT REMOVAL.

AGGREGATE SUBGRADE, 12" (300 mm)

Effective: May 1, 1990 Revised: August 1, 2008

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 in. (150 mm)	97 ± 3
4 in. (100 mm)	90 ± 10
2 in. (50 mm)	45 ± 25
No. 200 (75 μm)	5±5

2. Gravel* and Crushed Gravel

Sieve Size	Percent Passing
6 in. (150 mm)	97 ± 3
4 in. (100 mm)	90 ± 10
2 in. (50 mm)	55 ± 25
No. 4 (4.75 mm)	30 ± 20
No. 200 (75 μm)	5±5

3. Crushed Concrete with Bituminous Materials**

<u>Sieve Size</u>	Percent Passing
6 in. (150 mm)	97 ± 3
4 in. (100 mm)	90 ± 10
2 in. (50 mm)	45 ± 25
No. 4 (4.75 mm)	20 ± 20
No. 200 (75 μm)	5 ± 5

* Not to be used in 30 or 40 year extended life concrete pavement or extended life bituminous concrete pavement (full depth).

** The Bituminous material shall be separated and mechanically blended with the crushed concrete so that the bituminous material does not exceed 40% of the final products. The top size of the bituminous material in the final product shall be less than 4 inches (100 mm) and shall not contain more than 10.0% steel slag RAP or any material that is considered expansive by the Department.

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

The Aggregate subgrade shall be placed in two lifts consisting of a 9 inch (225 mm) and variable nominal thickness lower lift and a 3 inch (75 mm) 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 interlocking feeders with crushed concrete or natural aggregate, in a manner that the bituminous material does not exceed 40% of the final product. This process shall be approved by the engineer prior to start of production. The top side of the bituminous material in the final products shall be less than 1 ½ inches (37.5 mm) and shall not contain any material considered expansive by the department. Reclaimed Asphalt Pavement (RAP) (having a maximum of 10% steel slag RAP) meeting the requirements of Section 1031 and having 100% passing the 1½ inches (37.5 mm) sieve and well graded down through fines may also be used as capping aggregate. IDOT testing of the RAP material will be used in determining the percent of steel slag RAP or Expansive Material. When the contract specifies that an aggregate subbase is to be placed on the Aggregate Subgrade, the 3 inches (75 mm) of capping aggregate will be eliminated. A vibratory roller meeting the requirements of Article 1101.01(g) 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 (600 mm) or less.

Method of Measurement.

Contract Quantities. Contract quantities shall be in accordance with Article 202.07 of the Standard Specifications.

Measured Quantities. Aggregate subgrade will be measured in place and the area computed in square yards (square meters).

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE, 12" (AGGREGATE SUBGRADE, 300 mm).

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

EROSION & SEDIMENT CONTROL, STORMWATER POLLUTION PREVENTION PLAN AND ASSOCIATED DOCUMENTS

R	Illinois Department of Transportation
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Storm Water Pollution Prevention Plan

Route	Riverwoods Rd and Everett Road	Marked Rte.	County Hwy 58 and County Hwy 52
Section	04-00136-06-CH	Project No.	CMM-9003 (153)
County	Lake	Contract No.	63415

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.

Martin G. Buehler, P.E.
Print Name
County Engineer
Title
Lake County Division of Transportation
Agency

Date

Site Description:

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

The location of this improvement is at the intersection of Riverwoods Road and Everett Road at the boundary of Lincolnshire and Mettawa in Lake County.

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

The work consists of the construction of a single-lane roundabout at the intersection of Riverwoods Road and Everett Road. The improvement also includes the widening and reconstruction of the four approach legs as well as realignment of Everett Road. Additional work includes splitter island construction; resurfacing; thermoplastic and temporary pavement markings; and other related items.

C. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading:

The following construction operations will result in soil being disturbed:

The following construction operations will result in soil being disturbed:

Stage 1

• Construction of temporary embankments and temporary pavements on the south side of Everett Road and the east side of Riverwoods Road.

Stage 2

- Reconstruction of SB Riverwoods Road pavement, including earthwork and appurtenances.
- Reconstruction of WB Everett Road pavement, including earthwork and appurtenances.

Stage 3

- Construction of Riverwoods Road temporary pavement in splitter islands located in the center of the roadway.
- Reconstruction of NB Riverwoods Road pavement, including earthwork and appurtenances, from Sta. 3361+54 to Sta. 3364+27.
- Reconstruction of EB Everett Road pavement, including earthwork and appurtenances.

Stage 4

- Reconstruction of remaining portions of NB Riverwoods Road pavement, including earthwork and appurtenances.
- Reconstruction of EB Everett Road shoulder from Sta. 3273+90 to Sta. 3277+70.

Stage 5

- Construct permanent splitter islands on Riverwoods and Everett Roads, including earthwork and landscaping
- Construct center island and truck apron pavement, including earthwork and landscaping.
- D. The total area of the construction site is estimated to be 7.45 acres.

The total area of the site that is estimated will be disturbed by excavation, grading or other activities is 7.45 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

0.5

F. The following is a description of the soil types found at the project site followed by information regarding their erosivity:

Surficial fill materials of 0.5 ft. to 1.0 ft. thick underlain by wet, stiff to very stiff brown and gray silty clay extending to a depth of 3 ft. to 5.5 ft. Surficial fill materials and wet silty clay soils are typically underlain by a very stiff to hard silty clay that extended to 10 ft. below ground surface.

The clay soils are sensitive to remolding and eroding in the presence of water. Low available water capacity, restricted permeability, erodes easily.

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

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Roadway foreslopes, backslopes, and ditch bottoms along Riverwoods and Everett Roads.

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

H. The following is a description of soil disturbing activities, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Earthwork will be performed as part of the roadway improvements along Riverwoods Road and Everett Road. The proposed slopes for this project are not considered to be steep. The temporary embankment slopes are expected to be up to 2H:1V, but have low fill heights and, subsequently, short slope lengths.

- I. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- J. The following is a list of receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:

The receiving water for the site is the West Fork of the North Branch of the Chicago River. The areal extent of wetland acreage at the site is 0.11 acres.

K. The following pollutants of concern will be associated with this construction project:

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

II. Controls:

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

A. Erosion and Sediment Controls

1. Stabilized Practices: Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will

Riverwoods Road and Everett Road - Roundabout Section 04-00136-06-CH Lake County

be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of 14 or more calendar days.

a. Where the initiation of stabilization measures by the 7th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following Stabilization Practices will be used for this project:

Preservation of Mature Vegetation	\boxtimes	Erosion Control Blanket /			
	i N	Aulching .			
Vegetated Buffer Strips	\boxtimes	Sodding			
Protection of Trees		Geotextiles			
Temporary Erosion Control Seeding	\boxtimes	Other (specify) Erosion			
	C	Control Mat			
Temporary Turf (Seeding, Class 7)		Other (specify)			
Temporary Mulching		Other (specify)			
Permanent Seeding		Other (specify)			

Describe how the Stabilization Practices listed above will be utilized:

Temporary erosion control seeding along with erosion control blanket is utilized to stabilize construction areas. In selected locations, tree protection fences will be utilized to prevent damage and erosion of tree roots and to preserve tree bark and appearance. Permanent seeding and sodding will be utilized, as shown on the plans, as permanent stabilization of finalgraded areas.

2. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following Structural Practices will be used for this project:

- \boxtimes Perimeter Erosion Barrier
- \boxtimes Temporary Ditch Check
- \boxtimes Storm Drain Inlet Protection
- Π Sediment Trap
- **Temporary Pipe Slope Drain**
- Temporary Sediment Basin
- Temporary Stream Crossing
 - Stabilized Construction Exits

- **Rock Outlet Protection**
- \boxtimes Riprap

- Π Gabions
- \Box Slope Mattress
- X **Retaining Walls**
- \Box Slope Walls
 - **Concrete Revetment Mats**
 - Level Spreaders

		Riverwoo	ods Road and Everett Road – Roundabout
			Section 04-00136-06-CH
_			Lake County
	Turf Reinforcement Mats	\boxtimes	Other (specify)
			Flocculation Logs
	Permanent Check Dams	\boxtimes	Other (specify)
			Flocculation Powder
	Permanent Sediment Basin	\boxtimes	Other (specify) Temporary
			Fence
	Aggregate Ditch		Other (specify)
	Paved Ditch		Other (specify)

Describe how the Structural Practices listed above will be utilized:

Initial Construction

Perimeter erosion barrier will be installed adjacent to any areas where flow exits the site. In addition, the perimeter of any waterbodies and/or wetlands within the project limits will be protected with perimeter erosion barrier and temporary fence. Temporary ditch checks shall be installed along all defined ditches within the project limits. Flocculation Logs and/or Flocculation Powder will be used at the discretion of the Engineer to minimize soil erosion, bind soil particles, remove suspended particles, and act as a construction aide.

During Construction

Stripping of existing vegetation and topsoil and all grading operations will be conducted in a manner that limits the amount of exposed area at any one time. When slopes are finished to final grade they will be stabilized with the permanent landscaping plan.

All drainage structures in grassed areas will be provided with rectangular inlet protection for collection of sediment. All drainage structures in paved areas will be provided with filter fabric inlet protection for collection of sediment.

Weekly inspections will occur and maintenance of erosion and sediment controls will occur as necessary during construction. (See Section 3).

Post Construction

Once grading is completed, seeding, sodding, and erosion blankets will be applied to side slopes and ditches, as indicated in the plans.

Permanent rip rap will be provided at flared end sections for velocity reductions and erosion protection as indicated in the plans.

- 3. Storm Water Management: Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
 - a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

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The practices selected for implementation were determined on the basis of the technical guidance in Section 59-8 (Erosion and Sediment Control) in Chapter 59 (Landscape Design and Erosion Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Section 59-8 are selected for implementation or if practices are applied to situations different from those covered in Section 59-8, the technical basis for such decisions will be explained below.

b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls.

Storm Water Management controls will be implemented by providing on-site ditch detention and permanent rip rap at flared end sections.

4. Other Controls:

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

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

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

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- Plastic Covers
- Soil Binders
- Storm Drain Inlet Protection

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

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

5. Approved State or Local Laws

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

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

No additional local requirements necessary.

III. Maintenance:

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

The Contractor will assign an Erosion and Sediment Control Manager (ESCM) to the project. His/Her duties will be to supervise the maintenance of Erosion & Sediment Control measures and implementation of this plan. The ESCM shall maintain and continuously update a log of when discrete areas are disturbed, are initially stabilized, are repaired and when the stabilization is deemed final and accepted. Sediment traps shall be cleaned of sediment when they reach a depth of being half full of sediment. 24 hours after every storm event with precipitation depth of 0.5" or greater, all rectangular inlet protection devices and silt fences shall be checked for sediment, and if sediment reaches a height of 50% of the device, the device shall be cleaned of sediment. All perimeter diversion swales shall be checked within 24 hours after major storm events for major storm events for sediment deposition and cleaned of sediment if flow is being impeded by the sediment and the swale no longer is functioning as designed. Temporary and permanent seeding and planting will be repaired when inspections identify bare spots and washouts that required corrective action.

IV. Inspections:

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

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

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

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

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V. Non-Storm Water Discharges:

Riverwoods Road and Everett Road – Roundabout Section 04-00136-06-CH Lake County

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge.

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

VI. Failure to Comply:

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

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ILLINOIS ENVIRONMENTAL PROTECTION AGENCY NOTICE OF INTENT (NOI) GENERAL PERMIT TO DISCHARGE STORM WATER CONSTRUCTION SITE ACTIVITIES

OWNER INFORMATION

COMPANY/ OWNER NAME:	Lake County Division of Transpo	TYPE: SELECT ONE County MS4 Community Yes No				
MAILING ADDRESS:	600 West Winchester Road			PHONE: Area Code(847) N	lumber377-7400 ext.	
CITY:	Libertyville	ZIP CODE: 60048	FAX: Area Code (847) Number 362-5290			
contact person: Rich	ard D. McMorris, P.E.	EMAIL: rmcmorris@lakecountyil.gov				

CONTRACTOR INFORMATION

CONTRACTOR NAME:			
MAILING ADDRESS:	PHONE: Area Code () Nu	umber	ext.
CITY:		STATE:	ZIP CODE:

CONSTRUCTION SITE INFORMATION

SELECT ONE:	☑ NEW SITE ☐ CHANGE OF INFORMATION FOR: ILR10										
PROJECT NAME:	Proposed Riverwoods Road at Everett Road Roundabout COUNTY: Lake										
STREET ADDRESS/ LOCATION	Riverwoods Road at Everett Road					сіту: Lincolnshire			IL	ZIP (CODE:
LATITUDE:	DEG.	MIN.	SEC.	LONGITUDE:	DEG.	MIN.	SEC.	SECTION:			RANGE: 11E
APPROX CONST START DATE 04 / 01 / 2	2010	APPROX CONST EN 11 / 01		TOTAL SIZE OF CONSTRUCTION SITE IN ACRES: <u>7.45</u> If less than 1 acre, is site part of larger common plan of development? YES N					s 🗌 no		

STORM WATER POLLUTION PREVENTION PLAN INFORMATION

HAS STORM WATER POLLUTION I (SUBMIT SWPPP ELE	PREVENTION PLAN BEEN SUBMI CTRONICALLY TO: epa.constilr10		ИО					
WILL STORM WATER POLLUTION	PREVENTION PLAN BE AVAILAB		0					
LOCATION OF SWPPP FOR VIEWIN	LOCATION OF SWPPP FOR VIEWING: ADDRESS: 600 West Winchester Road CITY: Libertyville							
SWPPP CONTACT INFORMATION: NAME:			INSPECTOR QUALIFICATIONS: SELECT ONE P.E.					
PHONE:	FAX: ()	EMAIL:						
PROJECT INSPECTOR, IF DIFFERENT THAN ABOVE: NAME: INSPECTOR QUALIFICATIONS: SELECT ONE Other								
PHONE: ()	FAX:	EMAIL:						

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ILLINOIS ENVIRONMENTAL PROTECTION AGENCY NOTICE OF INTENT (NOI) GENERAL PERMIT TO DISCHARGE STORM WATER CONSTRUCTION SITE ACTIVITIES

TYPE OF CONSTRUCTION (SELECT ALL THAT APPLY)

SELECT ONE Transportation

SIC Code:

TYPE DETAILED DESCRIPTION OF PROJECT:

The work consists of the construction of a single-lane roundabout at the intersection of Riverwoods Road and Everett Road. The improvement also includes the widening and reconstruction of the four approach legs as well as realignment of Everett Road. Additional work includes splitter island construction; resurfacing; thermoplastic and temporary pavement markings; new roadway lighting; and other related items.

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

HAS THIS PROJECT BEEN SUBMITTED TO THE FOLLOWING STATE AGENCIES TO SATISFY APPLICABLE REQUIREMENTS FOR COMPLIANCE WITH ILLINOIS LAW ON: HISTORIC PRESERVATION VESSION VESSION NO http://www.illinoishistory.gov/PS/rcdocument.htm

ENDANGERED SPECIES

V YES

NO <u>http://www.illinoishistory.gov/PS/rcdocument.h</u>

RECEIVING WATER INFORMATION

DOES YOUR STORM WATER DISCHARGE DIRECTLY TO:	WATERS OF THE STATE	OR	STORM SEWER
OWNER TO STORM SEWER SYSTEMS: Lake County Div	vision of Transportation		

NAME OF CLOSEST RECEIVING WATERBODY TO WHICH YOU DISCHARGE: W. Fork of the North Branch Chicago Re

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 USE ONLY
	OR MAIL COMPLETED FROM TO:	LOG:
	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	· · · · · · · · · · · · · · · · · · ·
SUBMIT ELECTRONICALLY TO: epa.constilr10swppp@illinois.gov	DIVISION OF WATER POLLUTION CONTROL ATTN: PERMIT SECTION	PERMIT NO. ILR10
	POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276 www.epa.state.il.us	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.

IL 532 2104 WPC 623 Rev. 8/08



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INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Please adhere to the following instructions:

Submit original, electronic or facsimile copies. Facsimile and/or electronic 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 General NPDES Permit for Storm Water Discharges From Construction Site Activities 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, changes of information or permit renewal notifications do not require a fee.

< <u>NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT</u> <u>SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.</u>

< 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 and the Storm Water Pollution Plan (SWPPP) for initial permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA.
- < SWPPP should be submitted electronically to: <u>epa.constilr10swppp@illinois.gov</u> When submitting electronically, use Project Name and City as indicated on NOI form.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY CONSTRUCTION SITE STORM WATER DISCHARGE INCIDENCE OF NON-COMPLIANCE (ION)

PERMITTEE NAME:	LAST	FIRST	MI	DDLE	NITIAL		AREA COL PHONE NU	_	:		
STREET:			CITY:					ST:		ZIP:	
CONSTRUCTION SITE NAME:	Riverwoods Road	at Everett Road F	Roadab	out							
COUNTY:	Lake			SECT	TIOŅ:		TOWNSH	IIP: 4	3	RANGE:	11
NPDES PERMIT NUMBER:	I L R 1 0	LATIT	_	EG.	MIN.	SEC.	LONGIT	UDE:	DEG.	MIN.	SEC.

CAUSE OF NON-COMPLIANCE:

ACTIONS TAKEN TO PREVENT ANY FURTHER NON-COMPLIANCE:

ENVIRONMENTAL IMPACT RESULTING FROM THE NON-COMPLIANCE:

ACTIONS TAKEN TO REDUCE THE ENVIRONMENTAL IMPACT RESULTING FROM THE NON-COMPLIANCE:

۱

(DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED) ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF WATER POLLUTION CONTROL COMPLIANCE ASSURANCE SECTION #19 POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276 LOG: PERMIT NO. ILR10____

•			 	· •	 	
۵)A'	ΓE:				

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.

148

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:	Last Lake County D. of Transportation	FIRST	MIDDLE		OWNER	Cour	nty
MAILING ADDRESS:	600 West Winchester Road						
CITY:	Libertyville	STATE:	IL.		ZIP:	60048	
CONTACT PERSON:	Richard D. McMorris, P.E.			TELEPHO		AREA CODE 847	NUMBER 377-7400

CONTRACTOR INFORMATION

NAME:	LAST	FIRST	MIDDLE	TELEP		AREA CO	DDE	NUMBER		
MAILING ADDRESS:			CITY:		:	STATE:		ZIP:		

CONSTRUCTION SITE INFORMATION

FACILITY NAME:	Single Lane Roundabout OTH			OTHE	R NPDES PE	RMIT NOS.:	I	L	R	1	0			
FACILIT		ett Road												
CITY: L	ncolnshire	STATE:	IL	ZIP:		LATITUDE:				LC	ONGITU	E:		
COUNTY	Lake				SECTION:		тои	NSH	P;	43N	RAN	GE:	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.

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.
- •••• <u>NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING</u> <u>ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.</u>
- •••• Use the formats given in the following examples for correct form completion.

	Example	<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.



DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, CORPS OF ENGINEERS 111 NORTH CANAL STREET CHICAGO, ILLINOIS 60506-7206

REPLY TO ATTENTION OF:

MAR 0 8 2010

Technical Services Division Regulatory Branch LRC-2009-00699

SUBJECT: Discharge of Fill into 0.11 acres of Jurisdictional Wetland for the Construction of a Roundabout at the Intersection of Riverwoods Road and Everett Road in the North Branch Chicago River Watershed of the Village of Lincolnshire, Lake County, Illinois (NE Quarter of Section 11, Township 43 N, Range 11 E)

Martin Buehler Lake County Division of Transportation 600 West Winchester Libertyville, Illinois 60048-

Dear Mr. Buehler:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by HDR Engineering, Inc. for the above-referenced project. This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 3 (Transportation Projects) and the overall RPP under Category I of the Regional Permit Program April 1, 2007.

However, due to a more rigorous review of your project by the District and coordination with resource agencies, your authorization will include special conditions to ensure compliance with the RPP. Two copies of your RPP authorization for the activity are enclosed. Please read the RPP authorization general and special conditions carefully before signing. A complete copy of the RPP can be found on our website. You can access our website at www.lrc.usace.army.mil/co-r. Your signature constitutes specific agreement to these conditions. If the terms and conditions of the authorization are acceptable, please sign both copies on the line above the word "PERMITTEE" and return them to this office. Upon receipt, I will sign both copies and return one to you for your records. You are not authorized to do any work until you receive your signed copy. If the copies of the authorization with your signature are not returned to this office within sixty (60) days of the date of this letter, your application will be considered withdrawn.

151A

You shall provide evidence that 0.33 acres of uncertified mitigation credits are available in your pre-purchased mitigation credits at Delany Road Wetland Mitigation Bank and that these credits have been deducted from your pre-purchased total. This office will not counter-sign the authorization until such evidence has been received.

For a complete copy of the RPP program or any additional information on the RPP program, please access our website: www.lrc.usace.army.mil/co-r. Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Michael Murphy of my staff by telephone at 312-846-5538, or email at Michael.J.Murphy@usace.army.mil.

Sincerely,

hufbym Keith L. Wozniak

Chief, West Section Regulatory Branch

Enclosures

Copy Furnished w/out Enclosures: Illinois Department of Natural Resources/OWR (Gary Jereb) Illinois Environmental Protection Agency (Dan Heacock) Lake County Stormwater Management Commission (Kurt Woolford) HDR Engineering, Inc. (Joseph Spradling)

151 B



DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, CORPS OF ENGINEERS 111 NORTH CANAL STREET CHICAGO, ILLINOIS 60606-7206

REPLY TO ATTENTION OF:

MAR 0 8 2010

<SENT VIA FACSIMILE>

Technical Services Division Regulatory Branch LRC-2009-00699

SUBJECT: Soil Erosion and Sediment Control Plans for the Construction of a Roundabout at the Intersection of Riverwoods Road and Everett Road in the North Branch Chicago River Watershed of the Village of Lincolnshire, Lake County, Illinois (NE Quarter of Section 11, Township 43 N, Range 11 E)

Martin Buehler Lake County Division of Transportation 600 West Winchester Libertyville, Illinois 60048-

Dear Mr. Buehler:

The U.S. Army Corps of Engineers, Chicago District, has received your notification for authorization under the Regional Permit Program and has assigned LRC-2009-00699 as its reference number. This number will be used on all future correspondence regarding your notification.

Following a preliminary evaluation of your project, the District has determined that your project's soil erosion and sediment control plans shall be reviewed by the Lake County Stormwater Management Commission (SMC) listed below.

Lake County SMC Attn: Kurt Woolford 333-B Peterson Road Libertyville, IL 60048 (847) 918-5260

Please contact the SMC as soon as possible to obtain information on the application process required to review your plans. Send all correspondence regarding SESC measures and a completed Watershed Development Permit Application directly to SMC. The submission of your plans to this agency and a determination that these meet technical standards is required in accordance with General Condition 4 of the Regional Permit Program.

151C

You are advised not to undertake any activity in connection with the proposed activity in any water of the United States until authorization under the RPP has been obtained. Any work related to the proposed project undertaken on upland is done so at your own risk and will not prejudice the processing of your notification.

Please visit our website at http://www.lrc.usace.army.mil/co-r/sesc.htm for further information regarding the SESC program. If you have any questions, please contact Michael Murphy of my staff by telephone at 312-846-5538, or email at Michael.J.Murphy@usace.army.mil.

151 D

Sincerely,

Lephane

Keith L. Wozniak Chief, West Section Regulatory Branch

Copy Furnished: Lake County SMC (Kurt Woolford)



REGIONAL PERMIT PROGRAM

AUTHORIZATION

PERMITTEE: Lake County Division of Transportation

APPLICATION: LRC-2009-00699

ISSUING OFFICE: U.S. Army Corps of Engineers, Chicago District

DATE:

You are hereby authorized to perform work in accordance with the terms and conditions specified below. This verification expires three (3) years from the date indicated above.

Note: The term "you" and its derivatives, as used in this authorization, means the permittee or any future transferee. The term "this office" refers to the U.S. Army Corps of Engineers, Chicago District.

PROJECT DESCRIPTION: Discharge of fill into 0.11 acres of jurisdictional wetland for the construction of a roundabout at the intersection of Riverwoods Road and Everett Road in the North Branch Chicago River Watershed of the Village of Lincolnshire, Lake County, Illinois, as described in your notification and as shown on the plans titled Proposed Riverwoods Road at Everett Road Roundabout, dated Dec 7, 2009, prepared by HDR Engineering, Inc.

To offset project impacts, approximately 0.33 acres of uncertified wetland mitigation credit shall be deducted from your pre-purchased credits at the Delany Road Wetland Mitigation Bank (mitigation ratio is set at 3:1 due to the necessity of mitigating outside the impacted watershed).

PROJECT LOCATION: Intersection of Riverwoods Road and Everett Road in the North Branch Chicago River Watershed of the Village of Lincolnshire, Lake County, Illinois, NE Quarter of Section 11, Township 43 N, Range 11 E.

GENERAL CONDITIONS: The above described work is authorized under the terms, conditions and requirements of Regional Permit 3 (Transportation Projects) and shall follow the General Conditions outlined in the Regional Permit Program dated April 1, 2007.

151 E

SPECIAL CONDITIONS: To ensure that the activity has minimal individual and cumulative impacts, the following special conditions are required:

1. This authorization is based on the materials submitted as part of application number LRC-2009-00699. Failure to comply with the terms and conditions of this authorization may result in suspension and revocation of your authorization.

2. The time limit for completing the authorized work ends three years from date of issuance. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office at least two months before the above date is reached.

3. You shall undertake and complete the project as described in the plans titled Proposed Riverwoods Road at Everett Road Roundabout, dated Dec 7, 2009, prepared by HDR Engineering, Inc. and including all relevant documentation to the project plans as proposed.

4. You shall provide evidence that 0.33 acres of uncertified mitigation credits are available in your pre-purchased mitigation credits at Delany Road Wetland Mitigation Bank and that these credits have been deducted from your pre-purchased total. This office will not counter-sign the authorization until such evidence has been received.

5. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project.

6. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Lake County Stormwater Management Commission (LCSMC)'s written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.

a. Work authorized herein shall not commence until you provide written evidence to this office that the LCSMC or the LCSMC's designated agent has determined that your plans meets technical standards. In addition, you shall schedule a preconstruction meeting with LCSMC to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.

b. You shall notify the LCSMC or the LCSMC's designated agent of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

c. Prior to commencement of any in-stream work, you shall submit constructions plans and a detailed narrative disclosing the contractor's preferred method of cofferdam and dewatering method to the LCSMC or the LCSMC's designated agent. Work in the waterway shall NOT commence until the LCSMC notifies you, in writing, that the plans have been approved.

151 F

7. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.

8. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.

9. You shall ensure that any wetland areas created or preserved as mitigation for work authorized by this permit shall not be made subject to any future construction and/or fill activities, except for the purposes of enhancing or restoring the mitigation area associated with this permit. All plans are to be approved by this office prior to commencement of any work.

10. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

OTHER INFORMATION:

1. This office has authority to determine if an activity complies with the terms and conditions of the Regional Permit Program (RPP).

2. Limits of RPP authorization:

a. This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. This authorization does not grant any property rights or exclusive privileges.

c. This authorization does not authorize any injury to the property or rights of others.

d. This authorization does not permit interference with any existing or proposed Federal project.

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

a. Damages to the authorized project or uses thereof as a result of other authorized activities or from natural causes.

b. Damages to the authorized project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

151G

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by this authorized activity.

d. Design or construction deficiencies associated with the authorized work.

e. Damage claims associated with any future modifications, suspension, or revocation of this authorization.

4. Reliance on Applicant's Data. The determination by the issuing office that this activity complies with the terms and conditions of the RPP was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this authorization at any time the circumstances warrant. In addition, this office may reevaluate the determination that the project qualifies under a RPP. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this authorization.

b. The information provided by you in support of your application proves to have been false, incomplete or inaccurate (see 4 above).

c. Significant new information surfaces which was not considered in reaching the original interest decision.

Such a reevaluation may result in a determination that it is appropriate to suspend, modify or revoke your authorization.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this authorization.

PERMITTEE Lake County Division of Transportation DATE

LRC-2009-00699 Corps Authorization Number

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

For and on behalf of Vincent V. Quarles Colonel, U.S. Army District Commander DATE

If the structures or work authorized by this authorization are still in existence at the time the property is transferred, the terms and conditions of this authorization will continue to be binding on the new owner(s) of the property. To validate the transfer of this authorization, and the liabilities associated with compliance to its terms and conditions, the transferee shall sign and date below.

TRANSFEREE

DATE

ISI I

ADDRESS

TELEPHONE



STORMWATER MANAGEMENT COMMISSION

March 8, 2010

Mr. Richard McMorris Lake County Division of Transportation 600 W. Winchester Road Libertyville, IL 60048

Subject: Watershed Development Permit #C93-83-019A Riverwoods & Everett Road Roundabout PERMIT ISSUANCE

Dear Mr. McMorris:

Accompanying this letter is the required Watershed Development Permit. This approval is subject to the conditions on the back of the permit including the following:

- Providing evidence that 0.33 acres of uncertified mitigation credits are available in the Delany road Wetland Mitigation Bank to meet ACOE requirements.
- Impacts to Wetland G are not allowed under this permit.
- Providing prior notification to Tim Cook (of the SMC) of the pre-construction meeting at least 5 calendar days in advance to enable SMC attendance.
- The following items will be requested at the preconstruction meeting:
 - Designated Erosion Control Inspector contact information
 - NPDES permit number
 - Reduced copy of the permitted plan set that has been signed and sealed by a professional engineer
- Providing as-built plans of the stormwater management system for SMC records.
- Please be advised that DECI inspections are required until final as-built approval.
- Keeping copies of the native vegetation seed tags and/or landscaper invoices clearly showing the species of native vegetation that were planted. This information will be required during the as-built review stage.

This approval is based on the plans entitled:

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, PROPOSED HIGHWAY PLANS, FAU ROUTE 1248 (RIVERWOODS RD.), COUNTY HIGHWAY 52 (EVERETT ROAD) FAU 2698, SECTION 04-00136-06-CH, PROJECT CMM-9003 (153), ROUNDABOUT CONSTRUCTION, ROADWAY RECONSTRUCTION AND RESURFACING, LAKE COUNTY, prepared by HDR, received by SMC February 26, 2010, 108-Sheets, electronic format (PDF).

WINNER OF THE ASFPM **2003** NATIONAL AWARD FOR EXCELLENCE Stevenson Mountsier, Chairman Michael D. Warner, Executive Director 333-B Peterson Road • Libertyville, Illinois 60048 • 847/918-5260 • FAX 847/918-9826

ISI J

U:\Regulatory Program\Permits\93 Permits\93-83-019A\CORRESPONDENCE\Permit issuance 030810.doc

We would like to be of assistance. Do not hesitate to contact Tim Cook at (847)918-7691 if you have questions or would like to set up the pre-construction meeting.

Sincerely,

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

Robert S. Mandimer. Robert D. Gardiner, P.E., CFM

Permit Engineer

Kurt Woolford, P.E., CFM Interim Chief Engineer

C: Joseph Spradling – HDR Tom Ganfield – Baxter & Woodman Mike Murphy – USACE (#LRC-2009-699)

WINNER OF THE ASFPM **2003** NATIONAL AWARD FOR EXCELLENCE Stevenson Mountsier, Chairman Michael D. Warner, Executive Director 333-B Peterson Road • Libertyville, Illinois 60048 • 847/918-5260 • FAX 847/918-9826

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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.

152

- (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.

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

SPECIAL PROVISION FOR INSURANCE

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

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

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

· _____

.

Lake County Division of Transportation, Lake County Forest Preserve District,

Village of Lincolnshire, Village of Mettawa

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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

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

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

<u>Aggregate Expansion Values</u>. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content (Na₂O + $0.658K_2O$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

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

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

Effective: January 1, 2009

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

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

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

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

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

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

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

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

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

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

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

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

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

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
 - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
 - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
 - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
 - 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in

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

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

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

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

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

Effective: November 1, 2008

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

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

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

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

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CEMENT (BDE)

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

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), 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."

CONCRETE ADMIXTURES (BDE)

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

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

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

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

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06 Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

CONCRETE MIX DESIGNS (BDE)

Effective: April 1, 2009

Add the following to Article 1020.05(c) of the Standard Specifications:

- "(5) Performance Based Finely Divided Mineral Combination. For Class PV and SI concrete a performance based finely divided mineral combination may be used. The minimum cement factor, maximum cement factor, and water cement ratio of Article 1020.04 shall be replaced with the values below, and the performance based finely divided mineral combination herein is an alternative to Articles 1020.05(c)(1), (c)(2), (c)(3), and (c)(4). The mix design shall meet the following requirements and the Engineer may request a trial batch.
 - a. The mixture shall contain a minimum of 375 lbs/cu yd (222 kg/cu m) of portland cement. For a blended cement, a sufficient amount shall be used to obtain the required 375 lbs/cu yd (222 kg/cu m) of portland cement in the mixture. For example, a blended cement stated to have 20 percent finely divided mineral, ignoring any ASTM C 595 tolerance on the 20 percent, would require a minimum of 469 lbs/cu yd (278 kg/cu m) of material in the mixture. When the mixture is designed for cement content from 375 lbs/cu yd (222 kg/cu m) to 400 lbs/cu yd (237 kg/cu m), the total of organic processing additions, inorganic processing additions, and limestone addition in the cement shall not exceed 5.0 percent.
 - b. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in a blended cement shall count toward the total number of finely divided minerals allowed. The finely divided mineral(s) shall constitute a maximum of 35.0 percent of the total cement plus finely divided mineral(s). The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-furnace slag portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent. The finely divided mineral in the blended cement shall apply to the maximum 35.0 percent, and shall be determined as discussed in a. above for determining portland cement in blended cement.
 - c. For central mixed Class PV and SI concrete, the mixture shall contain a minimum of 535 lbs/cu yd (320 kg/cu m) of cement and finely divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 565 lbs/cu yd (335 kg/cu m) without a water-reducing admixture.

For truck mixed or shrink mixed Class PV and SI concrete, the mixture shall contain a minimum of 575 lbs/cu yd (345 kg/cu m) of cement and finely

divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 605 lbs/cu yd (360 kg/cu m) without a water-reducing admixture.

- d. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together.
- e. The mixture shall have a water/cement ratio of 0.32 0.44.
- f. The mixture shall not be used for placement underwater.
- g. The combination of cement and finely divided mineral(s) shall have an ASTM C 1567 expansion value ≤ 0.16 percent, and shall be performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly.

If during the two year time period the Contractor needs to replace the portland cement, and the replacement portland cement has an equal or lower total equivalent alkali content (Na₂O + $0.658K_2O$), a new ASTM C 1567 test will not be required. However, replacement of a blended cement with another cement will require a new ASTM C 1567 test."

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CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end

with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

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CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

<u>Idling Restrictions</u>. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

DETERMINATION OF THICKNESS (BDE)

Effective: April 1, 2009

Revise Articles 353.12 and 353.13 of the Standard Specifications to Articles 353.13 and 353.14 respectively.

Add the following Article to the Standard Specifications:

"353.12 Tolerance in Thickness. The thickness of base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction, bike paths, and individual locations less than 500 ft (150 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness.

The procedure described in Article 407.10(b) will be followed, except the option of correcting deficient pavement with additional lift(s) shall not apply."

Revise Article 354.09 of the Standard Specifications to read:

"**354.09 Tolerance in Thickness.** The thickness of base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course widening thickness.

The procedure described in Article 407.10(b) will be followed, except:

- (a) The width of a unit shall be the width of the widening along one edge of the pavement.
- (b) The length of the unit shall be 1000 ft (300 m).
- (c) The option of correcting deficient pavement with additional lift(s) shall not apply."

Revise Article 355.09 of the Standard Specifications to read:

"355.09 Tolerance in Thickness. The thickness of HMA base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 500 ft (150 m) long, will be evaluated according to Article 407.10(b). Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to

placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness."

Revise Article 356.07 of the Standard Specifications to read:

"**356.07 Tolerance in Thickness.** The thickness of HMA base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated according to Article 407.10(b) except, the width of a unit shall be the width of the widening along one edge of the pavement and the length of a unit shall be 1000 ft (300 m). Temporary locations are defined as those constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s) and subtract them from the measured core thickness to determine the base course widening thickness."

Revise Article 407.10 of the Standard Specifications to read:

"407.10 Tolerance in Thickness. Determination of pavement thickness shall be performed after the pavement surface tests and corrective action have been completed according to Article 407.09. Pay adjustments made for pavement thickness will be in addition to and independent of those made for pavement smoothness. Pavement pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous pavement shall be evaluated with the following exclusions: temporary pavements; variable width pavements; radius returns; short lengths of contiguous pavements less than 500 ft (125 m) in length; and constant width portions of turn lanes less than 500 ft (125 m) in length. Temporary pavements are defined as pavements constructed and removed under the same contract.

The method described in Article 407.10(a), shall be used except for those pavements constructed in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m). The method described in Article 407.10(b) shall be used in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m).

- (a) Percent Within Limits. The percent within limits (PWL) method shall be as follows.
 - (1) Lots and Sublots. The pavement will be divided into approximately equal lots of not more than 5000 ft (1500 m) in length. When the length of a continuous strip of pavement is 500 ft (150 m) or greater but less than 5000 ft (1500 m), these short lengths of pavement, ramps, turn lanes, and other short sections of continuous pavement will be grouped together to form lots approximately 5000 ft (1500 m) in length. Short segments between structures will be measured continuously with the structure segments omitted. Each lot will be subdivided into ten equal sublots. The width of a sublot and lot will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.

(2) Cores. Cores 2 in. (50 mm) in diameter shall be taken from the pavement by the Contractor, at locations selected by the Engineer. The exact location for each core will be selected at random, but will result in one core per sublot. Core locations will be specified prior to beginning the coring operations.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the core lengths. The cores will be measured with a device supplied by the Department immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples shall be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

(3) Deficient Sublot. When the length of the core in a sublot is deficient by more than ten percent of plan thickness, the Contractor may take three additional cores within that sublot at locations selected at random by the Engineer. If the Contractor chooses not to take additional cores, the pavement in that sublot shall be removed and replaced.

When the three additional cores are taken, the length of those cores will be averaged with the original core length. If the average shows the sublot to be deficient by ten percent or less, no additional action is necessary. If the average shows the sublot to be deficient by more than ten percent, the pavement in that sublot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient sublots to remain in place. For deficient sublots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient sublot is removed and replaced, or additional lifts are placed, the corrected sublot shall be retested for thickness. The length of the new core taken in the sublot will be used in determining the PWL for the lot.

When a deficient sublot is left in place, and no additional lift(s) are placed, no payment will be made for the deficient sublot. The length of the original core taken in the sublot will be used in determining the PWL for the lot.

(4) Deficient Lot. After addressing deficient sublots, the PWL for each lot will be determined. When the PWL of a lot is 60 percent or less, the pavement in that lot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient lots to remain in place. For deficient lots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient lot is removed and replaced, or additional lifts are placed, the corrected lot shall be retested for thickness. The PWL for the lot will then be recalculated based upon the new cores; however, the pay factor for the lot shall be a maximum of 100 percent.

When a deficient lot is left in place, and no additional lift(s) are placed, the PWL for the lot will not be recalculated.

(5) Right of Discovery. When the Engineer has reason to believe the random core selection process will not accurately represent the true conditions of the work, he/she may order additional cores. The additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action. The need for, and location of, additional cores will be determined prior to commencement of coring operations.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, more additional cores shall be taken to determine the limits of the deficient pavement and that area shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the sublot. An acceptable core is a core with a length of at least 90 percent of plan thickness.

For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement.

When the additional cores show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

- (6) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are placed, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness.
- (7) Determination of PWL. The PWL for each lot will be determined as follows.

Definitions:

$x_i =$	Individual values (core lengths) under consideration
n =	Number of individual values under consideration (10 per lot)
\overline{x} =	Average of the values under consideration
LSL =	Lower Specification Limit (98% of plan thickness)
Q _L =	Lower Quality Index
<i>s</i> =	Sample Standard Deviation
PWL =	Percent Within Limits

Determine \bar{x} for the lot to the nearest two decimal places.

Determine *s* for the lot to the nearest three decimal places using:

$$S = \sqrt{\frac{\sum (x_i - \bar{x})^2}{n-1}} \quad \text{where} \qquad \sum (x_i - \bar{x})^2 = (x_1 - \bar{x})^2 + (x_2 - \bar{x})^2 + \dots + (x_{10} - \bar{x})^2$$

Determine Q_L for the lot to the nearest two decimal places using:

$$\mathbf{Q}_{\mathrm{L}} = \frac{\left(\overline{x} - LSL\right)}{S}$$

Determine PWL for the lot using the Q_L and the following table. For Q_L values less than zero the value shown in the table must be subtracted from 100 to obtain PWL.

(8) Pay Factors. The pay factor (PF) for each lot will be determined, to the nearest two decimal places, using:

PF (in percent) = 55 + 0.5 (PWL)

If \bar{x} for a lot is less than the plan thickness, the maximum PF for that lot shall be 100 percent.

(9) Payment. Payment of incentive or disincentive for pay items subject to the PWL method will be calculated using:

Payment = (((TPF/100)-1) x CUP) x (TOTPAVT - DEFPAVT)

TPF = Total Pay Factor

CUP = Contract Unit Price TOTPAVT = Area of Pavement Subject to Coring DEFPAVT = Area of Deficient Pavement

The TPF for the pavement shall be the average of the PF for all the lots; however, the TPF shall not exceed 102 percent.

Area of Deficient pavement (DEFPAVT) is defined as an area of pavement represented by a sublot deficient by more than ten percent which is left in place with no additional thickness added.

Area of Pavement Subject to Coring (TOTPAVT) is defined as those pavement areas included in lots for pavement thickness determination.

	PERCENT WITHIN LIMITS						
Quality	Percent Within	Quality	Percent Within	Quality	Percent Within	Quality	Percent Within
Index (Q _L)*	Limits (PWL)	Index (Q _L)*	Limits (PWL)	Index (Q _L)*	Limits (PWL)	Index (Q _L)*	Limits (PWL)
0.00	50.00	0.40	65.07	0.80	78.43	1.20	88.76
0.01	50.38 50.77	0.41 0.42	65.43 65.79	0.81 0.82	78.72 79.02	1.21	88.97 89.17
0.03	51.15	0.43	66.15	0.83	79.31	1.23	89.38
0.04	51.54	0.44	66.51	0.84	79.61	1.24	89.58
0.05	51.92	0.45	66.87	0.85	79.90	1.25	89.79
0.06	52.30	0.46	67.22	0.86	80.19	1.26	89.99
0.07	52.69 53.07	0.47 0.48	67.57 67.93	0.87 0.88	80.47 80.76	1.27 1.28	90.19 90.38
0.09	53.46	0.49	68.28	0.89	81.04	1.20	90.58 90.58
0.10	53.84	0.50	68.63	0.90	81.33	1.30	90.78
0.11	54.22	0.51	68.98	0.91	81.61	1.31	90.96
0.12	54.60	0.52	69.32	0.92	81.88	1.32	91.15
0.13 0.14	54.99 55.37	0.53 0.54	69.67 70.01	0.93 0.94	82.16 82.43	1.33 1.34	91.33 91.52
0.15 0.16	55.75 56.13	0.55 0.56	70.36 70.70	0.95 0.96	82.71 82.97	1.35 1.36	91.70 91.87
0.10	56.51	0.57	71.04	0.90	83.24	1.30	92.04
0.18	56.89	0.58	71.38	0.98	83.50	1.38	92.22
0.19	57.27	0.59	71.72	0.99	83.77	1.39	92.39
0.20	57.65	0.60	72.06	1.00	84.03	1.40	92.56
0.21 0.22	58.03	0.61	72.39	1.01	84.28	1.41	92.72
0.22	58.40 58.78	0.62 0.63	72.72 73.06	1.02 1.03	84.53 84.79	1.42 1.43	92.88 93.05
0.24	59.15	0.64	73.39	1.04	85.04	1.44	93.21
0.25	59.53	0.65	73.72	1.05	85.29	1.45	93.37
0.26	59.90	0.66	74.04	1.06	85.53	1.46	93.52
0.27	60.28	0.67	74.36	1.07	85.77	1.47	93.67
0.28 0.29	60.65 61.03	0.68 0.69	74.69 75.01	1.08 1.09	86.02 86.26	1.48 1.49	93.83 93.98
0.30	61.40	0.70	75.33	1.10	86.50	1.50	94.13
0.30	61.77	0.70	75.64	1.10	86.73	1.50	94.13
0.32	62.14	0.72	75.96	1.12	86.96	1.52	94.41
0.33	62.51	0.73	76.27	1.13	87.20	1.53	94.54
0.34	62.88	0.74	76.59	1.14	87.43	1.54	94.68
0.35 0.36	63.25	0.75	76.90	1.15	87.66	1.55	94.82
0.36	63.61 63.98	0.76 0.77	77.21 77.51	1.16 1.17	87.88 88.10	1.56 1.57	94.95 95.08
0.38	64.34	0.78	77.82	1.17	88.32	1.58	95.00
0.39	64.71	0.79	78.12	1.19	88.54	1.59	95.33

*For Q_L values less than zero, subtract the table value from 100 to obtain PWL

	PERCENT WITHIN LIMITS (continued)				
Quality Index (Q _L)*	Percent Within Limits (PWL)	Quality Index (Q _L)*	Percent Within Limits (PWL)	Quality Index (Q∟)*	Percent Within Limits (PWL)
1.60 1.61 1.62 1.63 1.64	95.46 95.58 95.70 95.81 95.93	2.00 2.01 2.02 2.03 2.04	98.83 98.88 98.92 98.97 99.01	2.40 2.41 2.42 2.43 2.44	99.89 99.90 99.91 99.91 99.92
1.65 1.66 1.67 1.68 1.69	96.05 96.16 96.27 96.37 96.48	2.05 2.06 2.07 2.08 2.09	99.06 99.10 99.14 99.18 99.22	2.45 2.46 2.47 2.48 2.49	99.93 99.94 99.94 99.95 99.95
1.70 1.71 1.72 1.73 1.74	96.59 96.69 96.78 96.88 96.97	2.10 2.11 2.12 2.13 2.14	99.26 99.29 99.32 99.36 99.39	2.50 2.51 2.52 2.53 2.54	99.96 99.96 99.97 99.97 99.98
1.75 1.76 1.77 1.78 1.79	97.07 97.16 97.25 97.33 97.42	2.15 2.16 2.17 2.18 2.19	99.42 99.45 99.48 99.50 99.53	2.55 2.56 2.57 2.58 2.59	99.98 99.98 99.98 99.99 99.99 99.99
1.80 1.81 1.82 1.83 1.84	97.51 97.59 97.67 97.75 97.83	2.20 2.21 2.22 2.23 2.22	99.56 99.58 99.61 99.63 99.66	2.60 2.61 2.62 2.63 2.64	99.99 99.99 99.99 100.00 100.00
1.85 1.86 1.87 1.88 1.89	97.91 97.98 98.05 98.11 98.18	2.25 2.26 2.27 2.28 2.29	99.68 99.70 99.72 99.73 99.75	≥ 2.65	100.00
1.90 1.91 1.92 1.93 1.94	98.25 98.31 98.37 98.44 98.50	2.30 2.31 2.32 2.33 2.34	99.77 99.78 99.80 99.81 99.83		
1.95 1.96 1.97 1.98 1.99	98.56 98.61 98.67 98.72 98.78	2.35 2.36 2.37 2.38 2.39	99.84 99.85 99.86 99.87 99.88		

*For Q_L values less than zero, subtract the table value from 100 to obtain $\ensuremath{\mathsf{PWL}}$

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- (b) Minimum Thickness. The minimum thickness method shall be as follows.
 - (1) Length of Units. The length of a unit will be a continuous strip of pavement 500 ft (150 m) in length.
 - (2) Width of Units. The width of a unit will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.
 - (3) Thickness Measurements. Pavement thickness will be based on 2 in. (50 mm) diameter cores.

Cores shall be taken from the pavement by the Contractor at locations selected by the Engineer. When determining the thickness of a unit, one core shall be taken in each unit.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the cores. Core measurements will be determined immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples may be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

- (4) Unit Deficient in Thickness. In considering any portion of the pavement that is deficient, the entire limits of the unit will be used in computing the deficiency or determining the remedial action required.
- (5) Thickness Equals or Exceeds Specified Thickness. When the thickness of a unit equals or exceeds the specified plan thickness, payment will be made at the contract unit price per square yard (square meter) for the specified thickness.
- (6) Thickness Deficient by Ten Percent or Less. When the thickness of a unit is less than the specified plan thickness by ten percent or less, a deficiency deduction will be assessed against payment for the item involved. The deficiency will be a percentage of the contract unit price as given in the following table.

Percent Deficiency (of Plan Thickness)	Percent Deduction (of Contract Unit Price)	
0.0 to 2.0	0	
2.1 to 3.0	20	
3.1 to 4.0	28	
4.1 to 5.0	32	
5.1 to 7.5	43	
7.6 to 10.0	50	

(7) Thickness Deficient by More than Ten Percent. When a core shows the pavement to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient pavement. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient pavement. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient pavement shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness. The thickness of the new core will be used to determine the pay factor for the corrected area.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement. In addition, an amount equal to two times the contract cost of the deficient pavement will be deducted from the compensation due the Contractor.

The thickness of the first acceptable core on each side of the core more than ten percent deficient will be used to determine any needed pay adjustments for the remaining areas on each side of the area deficient by more than ten percent. The pay adjustment will be determined according to Article 407.10(b)(6).

(8) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. These additional cores shall be taken at specific locations determined by the

Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, the procedures outlined in Article 407.10(b)(7) shall be followed, except the Engineer will determine the additional core locations.

When the additional cores, ordered by the Engineer, show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

(9) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are added, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness."

Revise Article 482.06 of the Standard Specifications to read:

"482.06 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. When the contract includes square yards (square meters) as the unit of measurement for HMA shoulder, thickness determinations shall be made according to Article 407.10(b)(3) and the following.

- (a) Length of the Units. The length of a unit shall be a continuous strip of shoulder 2500 ft (750 m) long.
- (b) Width of the Units. The width of the unit shall be the full width of the shoulder.
- (c) Thickness Deficient by More than Ten Percent. When a core shows the shoulder to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient shoulder. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient shoulder. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient shoulder will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient shoulder shall be brought to specified thickness by the addition of the applicable mixture, at no additional cost to the Department and subject to the lift thickness requirements of Article 312.05, or by removal and replacement with a new mixture. However, the surface elevation of the completed shoulder shall not exceed by more than 1/8 in. (3 mm) the surface elevation of the adjacent pavement. When requested in writing by the Contractor, the Engineer may permit in writing such thin shoulder to remain in place. When an area of thin shoulder is left in place, and no additional lift(s) are placed, no payment will be made for the thin shoulder. In addition,

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an amount equal to two times the contract unit price of the shoulder will be deducted from the compensation due the Contractor.

When an area of deficient shoulder is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

(d) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. When the additional cores, ordered by the Engineer, show the shoulder to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04. When the additional core shows the shoulder to be less than 90 percent of plan thickness, the procedure in (c), above shall be followed."

Revise Article 483.07 of the Standard Specifications to read:

"483.07 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. Thickness determinations shall be made according to Article 482.06 except the option of correcting deficient pavement with additional lift(s) shall not apply."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2010

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

<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 companies 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 8 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

<u>DBE LOCATOR REFERENCES</u>. Bidders may consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

(1) The names and addresses of DBE firms that will participate in the contract;

- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Department will commit to the performance of the contract by the bidder. Utilization Plan will be approved by the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder

must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. 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>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

<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 Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements

become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor

shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract

until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

(j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

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DOWEL BARS (BDE)

Effective: April 1, 2007 Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007 Revised: August 1, 2008

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.

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(e) One 6 ft (1.8 m) folding table with six folding chairs.

- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
 - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (I) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer."

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150."

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EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
 - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: $0.5 \times (FHWA \text{ hourly rate - EOC})$.

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

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All prices shall be agreed to in writing before the equipment is used."

FILTER FABRIC (BDE)

Effective: November 1, 2009 Revised: January 1, 2010

Revise the physical property tables in Article 1080.03 of the Standard Specifications to read:

"Physical Properties	Gradation 4 & 5	Gradation 6 & 7
Weight of Fabric (oz/sq yd), ASTM D 3776 (Mod.)	6.0 min.	8.0 min.
Burst Strength (psi), ASTM D 3786 ^{1/}	250 min.	300 min.
Trapezoidal Tear Strength (lb), ASTM D 5733 ^{2/}	60 min.	75 min.
Grab Tensile Strength (lb), ASTM D 4632 ^{2/}	160 min.	200 min.
Grab Tensile Elongation (%), ASTM D 4632 ^{2/}	50 max.	50 max.

Physical Properties (Metric)	Gradation 4 & 5	Gradation 6 & 7
Weight of Fabric (g/sq m), ASTM D 3776 (Mod.)	200 min.	270 min.
Burst Strength (kPa), ASTM D 3786 ^{1/}	1720 min.	2070 min.
Trapezoidal Tear Strength (N), ASTM D 5733 ^{2/}	265 min.	335 min.
Grab Tensile Strength (N), ASTM D 4632 ^{2/}	700 min.	900 min.
Grab Tensile Elongation (%), ASTM D 4632 ^{2/}	50 max.	50 max.

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Manufacturer's certification of fabric to meet requirements.
 Test sample shall be tested wet."

FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)

Effective: April 1, 2009

Revise the second paragraph of Article 701.13(a) of the Standard Specifications to read:

"The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer."

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04."

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FRAMES AND GRATES (BDE)

Effective: January 1, 2010

Revise Article 609.02 of the Standard Specifications to read:

"609.02 Materials. Materials shall be according to the following.

ltem	¢	Article/Section
(a) Portland Cement Concrete		
(b) Gray Iron Castings		
(c) Ductile Iron Castings		
(d) Reinforcement Bars		
(e) Bedding Layer (Note 1)		
(f) Precast Concrete Bridge Approach Drains		

Note 1. Gradation CA 6, CA 10, or CA 12 of D quality or better."

Revise Article 609.04 of the Standard Specifications to read:

"609.04 Frames and Grates. Cast iron frames and grates shall be used. Grates shall seat firmly in the frame."



HMA - HAULING ON PARTIALLY COMPLETED FULL-DEPTH PAVEMENT (BDE)

Effective: January 1, 2008

Revise Article 407.08 of the Standard Specifications to read:

"407.08 Hauling on the Partially Completed Full-Depth Pavement. Legally loaded trucks will be permitted on the partially completed full-depth HMA pavement only to deliver HMA mixture to the paver, provided the last lift has cooled a minimum of 12 hours. Hauling shall be limited to the distances shown in the following tables. The pavement surface temperature shall be measured using an infrared gun. The use of water to cool the pavement to permit hauling will not be allowed. The Contractor's traffic pattern shall minimize hauling on the partially completed pavement and shall vary across the width of the pavement such that "tracking" of vehicles, one directly behind the other, does not occur.

MAXIMUM HAULING DISTANCE FOR PAVEMENT SURFACE TEMPERATURE BELOW 105 °F (40 °C)							
Total In-Place		Thickness of Li	ift Being Placed				
Thickness Being	3 in. (75 m	m) or less	More than 3	in. (75 mm)			
Hauled On,	Modified Soil	Granular	Modified Soil	Granular			
in. (mm)	Subgrade	Subbase	Subgrade	Subbase			
3.0 to 4.0	0.75 miles	0.75 miles 1.0 mile 0.50 miles 0.75 m					
(75 to 100)	(1200 m) (1600 m) (800 m) (1200 r						
4.1 to 5.0	1.0 mile 1.5 miles 0.75 miles 1.0 m						
(101 to 125)	(1600 m)	(1600 m) (2400 m) (1200 m) (16					
5.1 to 6.0	2.0 miles	2.5 miles	1.5 miles	2.0 miles			
(126 to 150)	(3200 m) (4000 m) (2400 m) (3200 m						
6.1 to 8.0	2.5 miles 3.0 miles 2.0 miles 2.5 mile						
(151 to 200)	(4000 m) (4800 m) (3200 m) (4000 m)						
Over 8.0 (200)	No Restrictions						

MAXIMUM HAULING DISTANCE FOR						
PAVEMENT S	PAVEMENT SURFACE TEMPERATURE OF 105 °F (40 °C) AND ABOVE					
Total In-Place		Thickness of Li	ft Being Placed			
Thickness Being	3 in. (75 m	m) or less	More than 3	in. (75 mm)		
Hauled On,	Modified Soil	Granular	Modified Soil	Granular		
in. (mm)	Subgrade	Subbase	Subgrade	Subbase		
3.0 to 4.0	0.50 miles					
(75 to 100)	(800 m) (1200 m) (400 m) (800					
4.1 to 5.0	0.75 miles	0.75 miles 1.0 mile 0.50 miles 0.				
(101 to 125)	(1200 m)	m) (1600 m) (800 m) ((1200 m)		
5.1 to 6.0	1.0 mile	1.5 miles	0.75 miles	1.0 mile		
(126 to 150)	(1600 m)	(2400 m)	(1200 m)	(1600 m)		
6.1 to 8.0	2.0 miles	2.5 miles	1.5 miles	2.0 miles		
(151 to 200)	(3200 m)					
Over 8.0 (200)	No Restrictions					

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Permissive hauling on the partially completed pavement shall not relieve the Contractor of his/her responsibility for damage to the pavement. Any portion of the full-depth HMA pavement that is damaged by hauling shall be removed and replaced, or otherwise repaired to the satisfaction of the Engineer.

Crossovers used to transfer haul trucks from one roadway to the other shall be at least 1000 ft (300 m) apart and shall be constructed of material that will prevent tracking of dust or mud on the completed HMA lifts. The Contractor shall construct, maintain, and remove all crossovers."

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HOT-MIX ASPHALT – ANTI-STRIPPING ADDITIVE (BDE)

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

<u>Quality Control/Quality Assurance (QC/QA)</u>. Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

- "Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.
- a. Confined Edge. Each confined edge density shall be represented by a oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 - 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 - 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 - 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

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HOT-MIX ASPHALT – DROP-OFFS (BDE)

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

"At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph."

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HOT-MIX ASPHALT -- PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008 Revised: January 1, 2010

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

	"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
	Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1.	1 washed ignition oven test on the mix per half day of production Note 4.	1 washed ignition oven test on the mix per day of production Note 4.	Illinois Procedure
k	Asphalt Binder Content by Ignition Oven Note 2.	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
	/MA Note 3.	Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	N/A .	Illinois Modified AASHTO R 35
	ir Voids Bulk Specific Gravity of Gyratory Sample	Day's production ≥ 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 312

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) Day's production ≥ 1200 tons: 1 per half day of production < 1200 tons: 1 per half day of	1 per day	Illinois-Modified AASHTO T 209
	production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 1. The No.8 (2.36 mm) and No. 30 (600 μm) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident."

HOT-MIX ASPHALT – QC/QA ACCEPTANCE CRITERIA (BDE)

Effective: January 1, 2010

Revise Article 1030.05(f)(3) of the Standard Specifications to read:

"(3) Department assurance tests for voids, field VMA, and density."



HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

"1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

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IMPACT ATTENUATORS, TEMPORARY (BDE)

Effective: November 1, 2003 Revised: January 1, 2007

<u>Description</u>. This work shall consist of furnishing, installing, maintaining, and removing temporary impact attenuators of the category and test level specified.

<u>Materials</u>. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

í ltem (a) Fine Aggregate (Note 1)	Article/Section
(b) Steel Posts, Structural Shapes, and Plates	
(c) Rail Elements, End Section Plates, and Splice Plates	
(d) Bolts, Nuts, Washers and Hardware	
(e) Hollow Structural Tubing	
(f) Wood Posts and Wood Blockouts	1007.01, 1007.02, 1007.06
(g) Preservative Treatment	
(h) Packaged Rapid Hardening Mortar	

Note 1. Fine aggregate shall be FA 1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

CONSTRUCTION REQUIREMENTS

<u>General</u>. Impact Attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list.

Installation. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

When water filled attenuators are used between November 1 and April 15, they shall contain anti-freeze according to the manufacturer's recommendations.

<u>Markings</u>. Sand module impact attenuators shall be striped with alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes. There shall be at least two of each stripe on each module.

Other types of impact attenuators shall have a terminal marker applied to their nose and reflectors along their sides.

<u>Maintenance</u>. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

<u>Relocate</u>. When relocation of temporary impact attenuators is specified, they shall be removed, relocated and reinstalled at the new location. The reinstallation requirements shall be the same as those for a new installation.

<u>Removal</u>. When the Engineer determines the temporary impact attenuators are no longer required, the installation shall be dismantled with all hardware becoming the property of the Contractor.

Surplus material shall be disposed of according to Article 202.03. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

When impact attenuators have been anchored to the pavement, the anchor holes shall be repaired with rapid set mortar Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

<u>Method of Measurement</u>. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS, (FULLY TEMPORARY REDIRECTIVE, RESETTABLE); IMPACT ATTENUATORS. TEMPORARY (SEVERE USE, NARROW); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, WIDE); or IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE) of the test level specified.

Relocation of the devices will be paid for at the contract unit price per each for IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE); IMPACT ATTENUATORS, RELOCATE (SEVERE USE); or IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE); of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

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LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time				
Original Contract Amount Daily Charges				
From More	To and Calendar Wor			
Than	Including Day Day			
\$0	\$ 100,000	\$ 375	\$500	
100,000	500,000	625	875	
500,000	1,000,000	1,025	1,425	
1,000,000 3,000,000	3,000,000 5,000,000	1,025 1,125 1,425	1,425 1,550 1,950	
5,000,000	10,000,000	1,700	2,350	
10,000,000	And over	3,325	4,650"	

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METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008 Revised: April 1, 2009

Add the following to Article 503.02 of the Standard Specifications:

Add the following to Article 504.02 of the Standard Specifications:

"(j) Metal Hardware Cast into Concrete......1006.13"

Revise Article 1006.13 of the Standard Specifications to read:

"1006.13 Metal Hardware Cast into Concrete. Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

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Insert Diameter	Proof Load	
5/8 in. (16 mm)	6600 lb (29.4 kN)	
3/4 in. (19 mm)	6600 lb (29.4 kN)	
1 in. (25 mm)	9240 lb (41.1 kN)"	

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

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

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

	Table A			<u></u>
Deficiency Deduction Gravity Adjustment Factors				
Types of Violations	Soil Distu	rbed and N	ot Permane	ently
	Stabilized	At Time of	Violation	·
	< 5	5 - 10	>10 - 25	> 25
	Acres	Acres	Acres	Acres
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Failure to comply with Other Provisions of the NPDES Permit	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"

NOTIFICATION OF REDUCED WIDTH (BDE)

Effective: April 1, 2007

Add the following after the first paragraph of Article 701.06 of the Standard Specifications:

"Where the clear width through a work zone with temporary concrete barrier will be 16.0 ft (4.88 m) or less, the Contractor shall notify the Engineer at least 21 days in advance of implementing the traffic control for that restriction."

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PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

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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.

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PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

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PIPE CULVERTS (BDE)

Effective: April 1, 2009 Revised: April 1, 2010

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Revise Tables IIIA, IIIB, and IIIC of Article 542.03 of the Standard Specifications to read:

•	"PIPE CULVERT TABLE IIIA														
	PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE														
			Т	vpe 1					ype 2						
Nom. Dia.			Fill Heigh	it: 3' and le	ess /er				F	ill Height: not exe	Greater the ceeding 10	, 			
in.	PVC	CPVC	PVCPW -794	PVCPW -304	PE	CPE	PEPW	PVC	CPVC	PVCPW -794	PVCPW -304	PE	CPE	PEPW	
10	x	NA	NA	 NA	X	NA	NA	X	*	NA	NA	X	NA	NA	
10	Â	X	X	X	X	X	NA	Х	Х	<u>X</u>	X	X	X	NA_	
15	X	X	X	X	Х	X	NA	X	X	Х	Х	X	X	NA	
18	ÎÂ	x	x	X	X	X	X	X	X	Х	Х	X	X		
21	x	x	X	Х	NA	NA	X	X	<u>X</u>	X	<u>X</u>	NA	NA	<u> </u>	
24	X	X	X	X	Х	X	X	X	X	X	Х	X	X		
30	Â														
36	$\begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ \hat{\mathbf{x}} & \hat{\mathbf{x}} & \hat{\mathbf{x}} \end{vmatrix} = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} & \hat{\mathbf{x}} \\ = \begin{vmatrix} \hat{\mathbf{x}} & \hat{\mathbf{x}} & $								<u> </u>	X	<u>X</u>	X	<u> ×</u> -		
42	NA	NA	X	X	X	NA	NA	X	X	X	X	X			
48	NA	NA	X_	X	X	X	X	NA	NA	X	<u> </u>	X	<u>X</u>	<u>X</u>	

	PIPE CULVERT TABLE IIIA (metric)														
	PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE														
			Т	vpe 1				Т	ype 2			ļ			
Nom.			Fill Heiaht	: 1 m and minimum c	less			Fill Height: Greater than 1 m, not exceeding 3 m							
Dia.					PE	CPE	PEPW	PVC	CPVC	PVCPW	PVCPW	PE	CPE	PEPW	
	PVC	CPVC	PVCPW	PVCPW	FE			1.00	0, 10	-794	-304				
mm			-794	-304	x	NA	NA	X	*	NA	NA	X	NA	NA	
250	X	NA	NA	NA	x		NA	X	х	X	X	X	X	NA	
300	<u> </u>	X	<u> </u>	<u>X</u>		Î	NA	$-\frac{x}{x}$	X	<u> </u>	X	X	X	NA	
375	X	X	X	X	X	x		x	x	x	X	X	X	X	
450	X	Х	Х			NA	Â	x	Â	x	x	NA	NA	X	
525	X	X	<u> </u>	<u> </u>	NA		$\frac{1}{x}$	$\frac{x}{x}$	x	X	X	X	X	X	
600	X	X	Х	X	X	X	Â	Â	x	x	x	X	X	X	
750	X	X	X	X	X	X			Â	x	x	X	X	X	
900	X	X	<u> </u>	<u>X</u>	X	<u>X</u>	X	X		X		X	X	X	
1000	NA	NA	X	X	X	X	X	NA		x	X	x I	x I	x	
1200	NA	NA	X	<u> </u>	_X_	<u>X</u>	<u> </u>	NA	NA	<u>_</u>					

	PIPE CULVERT TABLE IIIB													
	PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE													
	Туре 3 Туре 4													
Nom. Dia.			eight: Grea	ater than 10 ling 15'			eight: Great not exceedi							
	PVC	CPVC	PVCPW	PVCPW	PE	PVC	CPVC	PVCPW	PVCPW -304					
in.			-794	-304					-794					
10	Х	*	NA NA	NA	X	NA	X	*	NA	NA				
12	Х	Х	X	X	X	NA	X	Х	<u> </u>	<u> </u>				
15	Х	X	X	Х	Х	NA	Х	X	Х	X				
18	X	X	X	l x	X	X	Х	Х	X	X				
21	x	x	X	x	NA	X	Х	X	X	X				
24	X	X	X	Х	Х	X	Х	X	X	X				
30	X	X	X	X	Х	X	Х	X	X	. X				
36	x	x	X	X	X	X	Х	X	<u> </u>	<u> </u>				
42	NA	NA	X	X	X	X	NA	NA	X	X				
48	NA	NA	Х	X	X	X	NA	NA	Х	X				

	PIPE CULVERT TABLE IIIB (metric)													
:	PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE													
	Type 3 Type 4													
Nom. Dia.			eight: Grea		m,		Fill Height: Greater than 4.5 m, not exceeding 6 m							
mm	PVC CPVC PVCPW PVCPW PE PEPW -794 -304							CPVC	PVCPW -794	PVCPW -304				
250	X	*	NA	NA	X	NA	Х	*	NA	NA				
300	X	х	X	X	X	NA	Χ	Х	X	<u> </u>				
375	Х	Х	Х	Х	Х	NA	Х	Х		X				
450	х	х	X	X	X	X	Х	Х	X	X				
525	х	X	X	X	NA	Х	X	<u>X</u>	<u> </u>	X				
600	X	Х	X	X	X	Х	Х	X	X	X	i			
750	X	X	X	X	X	Х	Х	X	X	X				
900	X	X	X	Х	X	<u> </u>	X	X	X					
1000	NA	NA	Х	X	X	X	NA	NA	X	X				
1200	NA	NA	Х	X	X	<u> </u>	NA	NA	<u> </u>	<u> </u>				

PVC

1

1

Х

CPVC

PVCPW-794

PVCPW-304

PE

PEPW

Polyvinyl Chloride (PVC) Pipe Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior Polyvinyl Chloride (PVC) Profile Wall Pipe-794 Polyvinyl Chloride (PVC) Profile Wall Pipe-304 Polyethylene (PE) Pipe with a Smooth Interior Polyethylene (PE) Profile Wall Pipe This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification. NA *

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	PIPE CULVERT TABLE IIIC													
	PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE													
	Type 5 Type 6 Type 7													
Nom. Dia.														
.	PVC	CPVC	PVCPW	PVCPW	PVC	CPVC	PVCPW	PVCPW	PVC					
in.			-794	-304			-794	-304						
10	X	*	NA	NA	X	*	NA	NA	X					
12	X	X	Х	X	X	X	Х	X	X					
15	Х	Х	Х	X	X	NA	NA	NA	X					
18	X	X	Х	X	X	NA	NA	NA	X					
21	Х	X	Х	X	X	NA	NA	NA	X					
24	Х	Х	Х	Х	X	NA	NA	NA	X					
30	X	NA	NA	NA	X	NA	NA	NA	X					
36	Х	NA	NA	NA	X	NA	NA	NA	X					
42	NA	NA	NA	NA	NA	NA	NA	NA	NA					
48	NA	NA	NA	NA	NA	NA	NA	NA	NA					

	PIPE CULVERT TABLE IIIC (metric)												
	PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE												
	Type 5 Type 6 Type 7												
										eight: Greater Than 9 m, ot exceeding 10.5 m			
	PVC	CPVC	PVCPW	PVCPW	PVC	CPVC	PVCPW	PVCPW	PVC				
mm			-794	304			-794	-304					
250	Х	*	NA	NA	X	*	NA	NA NA	X				
300	X	Х	Х	X	Х	Х	Х	X	X				
375	Х	Х	Х	Х	X	NA	NA	NA	X				
450	х	Х	Х	X	X	NA	NA	NA	X				
525	X	X	Х	X	X	NA	NA	NA	X				
600	Х	Х	Х	Х	X	NA	NA	NA	Х				
750	Х	NA	NA	NA	X	NA	NA	NA	X				
900	Х	NA	NA	NA	X	NA	NA	NA	X				
1000	NA	NA	NA	NA	NA	NA	NA	NA	NA				
1200	NA	NA	NA	NA	<u>NA</u>	NA	NA	NA	NA				

PVC CPVC PVCPW-794 PVCPW-3,04 X

NA

Polyvinyl Chloride (PVC) Pipe Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior Polyvinyl Chloride (PVC) Profile Wall Pipe-794 Polyvinyl Chloride (PVC) Profile Wall Pipe-304 This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification."

ZZ

Add the following paragraph to the end of Article 542.04(d) of the Standard Specifications:

"PVC and PE pipes shall be joined according to the manufacturer's specifications."

Revise the second paragraph of Article 542.04(f) of the Standard Specifications to read:

"When using flexible pipe, as listed in the first table of Article 542.03, the aggregate shall be continued to a height of at least 1 ft (300 mm) above the top of the pipe and compacted to a minimum of 95 percent of standard lab density by mechanical means."

Revise the first paragraph of Article 542.04(i) of the Standard Specifications to read:

"(i) Deflection Testing for Pipe Culverts. All PE and PVC pipe culverts shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer."

Revise the ninth paragraph of Article 542.11 of the Standard Specifications to read:

"End sections for polyvinylchloride (PVC) and polyethylene (PE) culvert pipes will be paid for at the contract unit price per each for METAL END SECTIONS, of the diameter specified."

Revise Article 1040.04(b) of the Standard Specifications to read:

"(b) Corrugated PE Pipe with a Smooth Interior. The pipe shall be according to AASHTO M 294 (nominal size – 12 to 48 in. (300 to 1200 mm)). The pipe shall be Type S or D."

Revise the first paragraph of Article 1040.04(c) of the Standard Specifications to read:

"(c) PE Profile Wall Pipe. The pipe shall be according to ASTM F 894 and shall have a minimum ring stiffness constant of 160. The pipe shall also have a minimum cell classification of PE 334433C as defined in ASTM D 3350."

PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- "(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
 - a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
 - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
 - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
 - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
 - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Article 542.02 of the Standard Specifications:

"(ee) Handling Hole 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.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)"

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RAISED REFLECTIVE PAVEMENT MARKERS (BDE)

Effective: November 1, 2009 Revised: April 1, 2010

Revise the first sentence of the second paragraph of Article 781.03(a) of the Standard Specifications to read:

"The pavement shall be cut to match the bottom contour of the marker using a concrete saw fitted with 18 and 20 in. (450 and 500 mm) diameter blades."



REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material					
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange	
0.2	-4	365	160	150	
0.2	+30	175	80	70	
0.5	-4	245	100	95	
0.5	+30	100	50	40"	

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

SEEDING (BDE)

Effective: July 1, 2004 Revised: January 1, 2010

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES						
	Class – Type Seeds					
1A	Salt Tolerant Lawn Mixture 7/	Bluegrass Perennial Ryegrass	(kg/hectare) 60 (70) 20 (20)			
		Red Fescue (Audubon, Sea Link, or Epic)	20 (20)			
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	20 (20)			
		Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)			
2	Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)			
		Perennial Ryegrass	50 (55)			
		Creeping Red Fescue	40 (50)			
		Red Top	10 (10)			
2A	Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)			
		Perennial Ryegrass	20 (20)			
		Red Fescue	30 (20)			
ľ		(Audubon, Sea Link, or Epic)				
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)			
	·····	Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)			
3	Northern Illinois Slope Mixture 7/	Elymus Canadensis (Canada Wild Rye)	5 (5)			
		Perennial Ryegrass	20 (20)			
		Alsike Cover 2/	5 (5)			
		Desmanthus Illinoensis (Illinois Bundleflower) 2/, 5/	2 (2)			
		Andropogon Scoparius (Little Bluestem) 5/	12 (12)			
		Bouteloua Curtipendula (Side-Oats Grama)	10 (10)			
		Fults Salt Grass 1/ or Salty Alkaligrass	30 (35)			
		Oats, Spring	50 (55)			
		Slender Wheat Grass 5/	15 (15)			
<u> </u>		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)			

"Table 1 - SEEDING MIXTURES						
6A	Salt Tolerant Conservation	Andropogon Scoparius (Little Bluestem) 5/	5 (5)			
	Mixture	Elymus Canadensis (Canada Wild Rye) 5/	2 (2)			
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)			
		Vernal Alfalfa 2/	15 (15)			
		Oats, Spring	48 (55)			
		Fults Salt Grass 1/ or Salty Alkaligrass	20 (20)"			

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

Revise the first paragraph of Article 1081.04(a) of the Standard Specifications to read:

"(a) Sampling and Testing. Each lot of seed furnished shall be tested by a State Agriculture Department (including other States) or by land grant college or university agricultural sections or by a Registered Seed Technologist. Testing of seed shall be accomplished within the 12 months prior to the seed being installed on the project."

Delete the last sentence of the first paragraph of Article 1081.04(c)(2) of the Standard Specifications.

		TA	BLE II			
<u> </u>	Hard		Pure		Secondary *	
	Seed	Purity	Live	Weed	Noxious Weeds	
	%	%	Seed %	%	No. per oz (kg)	
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Alfalfa	20	92	89	0.50	6 (211)	1/

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

		TAI	BLE II			
····	Hard		Pure		Secondary *	
	Seed	Purity	Live	Weed	Noxious Weeds	
	%	%	Seed %	%	No. per oz (kg)	
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Salty Alkaligrass	0	9 8	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	_	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/"

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005 Revised: January 1, 2009

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

<u>Usage</u>. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

<u>Mix Design Criteria</u>. 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.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Test Methods</u>. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

<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 specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

<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 ensure the design of the falsework and forms is adequate for the additional form pressure caused by the fluid concrete. Forms shall be tight to prevent leakage of fluid concrete.

When the form height for placing the self-consolidating concrete is greater than 10.0 ft (3.0 m), direct monitoring of form pressure shall be performed according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. A minimum of one sensor will be required below each point of concrete placement to measure the maximum pressure. The first sensor below the point of concrete placement shall be approximately 12 in. (300 mm) above the base of the formwork. Additional sensors shall be installed above the bottom sensor when the form height is greater than 10.0 ft (3.0 m) above the bottom sensor. The additional sensors shall be installed at a maximum vertical spacing of 10.0 ft (3.0 m). The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

<u>Placing and Consolidating</u>. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

<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.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

<u>Quality Control by Contractor at Jobsite</u>. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

<u>Quality Assurance by Engineer at Plant</u>. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

<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.

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.

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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.

<u>Usage</u>. Self-consolidating concrete may be used for precast concrete products.

<u>Materials</u>. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

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SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2010

Add the following to Article 280.02 of the Standard Specifications to read:

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Revise Article 280.04(a) of the Standard Specifications to read:

"(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be installed according to the manufacturer's specifications. Spacing of ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is lower than the bottom of the terminating ends of the ditch side slopes."

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

"The temporary mulch cover shall be according to either Article 251.03 or 251.04 except for any reference to seeding."

Revise Article 280.07(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer."

Revise Article 280.07(f) of the Standard Specifications to read:

"(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b)."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Revise Article 280.08(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS."

Revise Article 280.08(f) of the Standard Specifications to read:

"(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

Revise the second sentence of the first paragraph of Article 1081.015(e) of the Standard Specifications to read:

"The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3."

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a highgrade pure (minimum 93 percent) titanium dioxide (TiO_2). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White:Daylight Reflectance75 percent min.*Yellow:Daylight Reflectance45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

х	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

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 1 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.

BASIS OF PAYMENT 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.

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 70 working days.

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. Discriminate against labor from any other State, possession, or

territory of the United States (except for employment preference for

Appalachian contracts, when applicable, as specified in Attachment

b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole,

supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

 $\ensuremath{\mathbf{a}}$. 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; lavoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship,

preapprenticeship,

and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees,

A), or

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 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:

(1) The number of minority and non-minority group members

and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment

opportunities for minorities and women:

(3) The progress and efforts being made in locating, hiring, training,

qualifying, and upgrading minority and female employees; and(4) The progress and efforts being made in securing the services of

DBE subcontractors or subcontractors with meaningful minority and

female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located

on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the

contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

 $\ensuremath{\mathbf{a}}$. 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 allow able 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 listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration

withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. **c.** Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee: his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs. **c**. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely

all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

 (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for

the classification of worked performed, as specified in the applicable

wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data

required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in

surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or

subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <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,""low er 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-Low er Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all low er 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.

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.

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 w age law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <u>http://www.dot.state.il.us/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.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.