

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 than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT is not responsible for any e-mail related failures.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

| Questions Regarding | Call |
|--|---------------|
| Prequalification and/or Authorization to Bid | (217)782-3413 |
| Preparation and submittal of bids | (217)782-7806 |
| Mailing of plans and proposals | (217)782-7806 |
| Electronic plans and proposals | (217)524-1642 |

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

RETURN WITH BID

1X

| |
|-----------------------|
| Proposal Submitted By |
| Name |
| Address |
| City |

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

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

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



**Illinois Department
 of Transportation**

Springfield, Illinois 62764

**Contract No. 60B17
 COOK County
 Section 1818R-3
 Route FAI 94
 Project IM-943(403)60
 District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Plans Included
 Herein

| | |
|-------------|---|
| Prepared by | |
| Checked by | F |

(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 must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

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

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

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

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RETURN WITH BID



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. 60B17
COOK County
Section 1818R-3
Project IM-943(403)60
Route FAI 94
District 1 Construction Funds**

0.97 mile of roadway reconstruction of F.A.I. Route 94/90 (Dan Ryan Expressway) northbound from 79th Street to 71st Street including storm sewers and pavement markings located in Chicago.

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.

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

The amount of the proposal guaranty check is _____ \$(_____). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, 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.

BD 354 (Rev. 11/2001)

RETURN WITH BID

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 No. | Sections Included in Combination | Combination Bid | |
|-----------------|----------------------------------|-----------------|-------|
| | | 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.

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 60B17

State Job # - C-91-292-06
 PPS NBR - 1-74823-0545
 County Name - COOK- -
 Code - 31 - -
 District - 1 - -
 Section Number - 1818R-3

Project Number
 IM-943-4/030/60

Route
 FAI 94

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|------------|---|------------|---|-------------|
| E20200G1 | V-PARTHEN QUINQ 1G | EACH | 161.000 | | | | |
| XX001854 | STAB SUB-BASE 6 | SQ YD | 50,190.000 | | | | |
| XX004201 | PAVT REINFORCEMENT 14 | SQ YD | 37,837.000 | | | | |
| X0320333 | ROADWAY CLEANING SPL | EACH | 28.000 | | | | |
| X0322256 | TEMP INFO SIGNING | SQ FT | 823.000 | | | | |
| X0322671 | STAB CONSTR ENTRANCE | SQ YD | 1,050.000 | | | | |
| X0322859 | WEED CONTR PRE-EM GRN | POUND | 3.000 | | | | |
| X0323426 | SED CONT DR ST INL CL | EACH | 26.000 | | | | |
| X0323973 | SED CONT SILT FENCE | FOOT | 3,158.000 | | | | |
| X0323974 | SED CONT SILT FN MAIN | FOOT | 790.000 | | | | |
| X0323988 | TEMP SOIL RETEN SYSTM | SQ FT | 2,640.000 | | | | |
| X0324112 | BARRIER BASE | FOOT | 5,319.000 | | | | |
| X0324646 | CON EN RC 6-4 CNC | FOOT | 224.000 | | | | |
| X0324697 | SOIL STABILIZERS | POUND | 36,000.000 | | | | |
| X0324698 | APPLY DUST SUP AGENTS | UNIT | 32.000 | | | | |

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|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| X0325082 | CTA BAR REM | FOOT | 4,705.000 | | | | |
| X0325083 | CTA FENCE | FOOT | 4,725.000 | | | | |
| X0325084 | CTA GATES | EACH | 5.000 | | | | |
| X0325328 | CON T 2 CNC | FOOT | 17.000 | | | | |
| X0712400 | TEMP PAVEMENT | SQ YD | 2,267.000 | | | | |
| X2500322 | SEEDING CL 5A MOD | ACRE | 0.750 | | | | |
| X4066426 | BC SC SUPER "D" N70 | TON | 13.000 | | | | |
| X4834090 | PCC SHOULDERS 14 | SQ YD | 9,286.000 | | | | |
| X6061001 | COMB CC&G TM4.48 | FOOT | 834.500 | | | | |
| X6063600 | COMB CC&G TM4.24 | FOOT | 2,009.000 | | | | |
| X6370910 | CONC BAR 1F 32HT | FOOT | 546.000 | | | | |
| X6370925 | CONC BAR 1F 42 SPL | FOOT | 4,577.000 | | | | |
| X6640210 | TEMP CH LK FENCE PORT | FOOT | 896.000 | | | | |
| X7011015 | TR C-PROT EXPRESSWAYS | L SUM | 1.000 | | | | |
| X7013820 | TR CONT SURVEIL EXPWY | CAL DA | 457.000 | | | | |

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|-------------|-----------------------|-----------------|------------|---|------------|---|-------------|
| X7015000 | CHANGEABLE MESSAGE SN | CAL MO | 64.000 | | | | |
| Z0002400 | BALLAST | TON | 1,095.000 | | | | |
| Z0013798 | CONSTRUCTION LAYOUT | L SUM | 1.000 | | | | |
| Z0013825 | CONTR LOW-STRENG MATL | CU YD | 195.000 | | | | |
| Z0030250 | IMP ATTN TEMP NRD TL3 | EACH | 4.000 | | | | |
| Z0030350 | IMP ATTN REL NRD TL3 | EACH | 8.000 | | | | |
| Z0048665 | RR PROT LIABILITY INS | L SUM | 1.000 | | | | |
| Z0076600 | TRAINEES | HOUR | 2,000.000 | | 0.800 | | 1,600.000 |
| 20100110 | TREE REMOV 6-15 | UNIT | 110.000 | | | | |
| 20100210 | TREE REMOV OVER 15 | UNIT | 36.000 | | | | |
| 20101000 | TEMPORARY FENCE | FOOT | 821.000 | | | | |
| 20200100 | EARTH EXCAVATION | CU YD | 38,220.000 | | | | |
| 20201200 | REM & DISP UNS MATL | CU YD | 1,565.000 | | | | |
| 20800150 | TRENCH BACKFILL | CU YD | 1,889.000 | | | | |
| 21001000 | GEOTECH FAB F/GR STAB | SQ YD | 49,519.000 | | | | |

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|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 21101615 | TOPSOIL F & P 4 | SQ YD | 6,428.000 | | | | |
| 21101630 | TOPSOIL F & P 8 | SQ YD | 576.000 | | | | |
| 21101645 | TOPSOIL F & P 12 | SQ YD | 2,470.000 | | | | |
| 21101825 | COMPOST F & P 6 | SQ YD | 2,847.000 | | | | |
| 25000210 | SEEDING CL 2A | ACRE | 1.500 | | | | |
| 25000400 | NITROGEN FERT NUTR | POUND | 146.000 | | | | |
| 25000500 | PHOSPHORUS FERT NUTR | POUND | 145.000 | | | | |
| 25000600 | POTASSIUM FERT NUTR | POUND | 145.000 | | | | |
| 25000750 | MOWING | ACRE | 6.000 | | | | |
| 25001800 | SEEDING CL 4 MOD | ACRE | 0.750 | | | | |
| 25100630 | EROSION CONTR BLANKET | SQ YD | 9,637.000 | | | | |
| 25200200 | SUPPLE WATERING | UNIT | 510.000 | | | | |
| 28000250 | TEMP EROS CONTR SEED | POUND | 200.000 | | | | |
| 28000300 | TEMP DITCH CHECKS | EACH | 10.000 | | | | |
| 28000510 | INLET FILTERS | EACH | 13.000 | | | | |

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|-------------|-----------------------|-----------------|------------|---|------------|---|-------------|
| 31101860 | SUB GRAN MAT B 24 | SQ YD | 50,653.000 | | | | |
| 42001300 | PROTECTIVE COAT | SQ YD | 52,734.000 | | | | |
| 42100380 | CONT REINF PCC PVT 14 | SQ YD | 37,837.000 | | | | |
| 44000004 | BIT SURF REM 1 | SQ YD | 6,800.000 | | | | |
| 44000006 | BIT SURF REM 1 1/2 | SQ YD | 155.000 | | | | |
| 44000100 | PAVEMENT REM | SQ YD | 36,828.000 | | | | |
| 44000500 | COMB CURB GUTTER REM | FOOT | 3,446.000 | | | | |
| 44001980 | CONC BARRIER REMOV | FOOT | 491.000 | | | | |
| 44004250 | PAVED SHLD REMOVAL | SQ YD | 7,809.000 | | | | |
| 44004260 | PAVED SHLD REMOVAL SP | SQ YD | 172.000 | | | | |
| 44004400 | PAVT REMOVAL SPL | SQ YD | 1,024.000 | | | | |
| 50200100 | STRUCTURE EXCAVATION | CU YD | 234.000 | | | | |
| 50300225 | CONC STRUCT | CU YD | 135.000 | | | | |
| 50800205 | REINF BARS, EPOXY CTD | POUND | 29,970.000 | | | | |
| 550A0340 | STORM SEW CL A 2 12 | FOOT | 54.000 | | | | |

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|-------------|----------------------|-----------------|-----------|---|------------|---|-------------|
| 550A0360 | STORM SEW CL A 2 15 | FOOT | 2,403.000 | | | | |
| 550A0380 | STORM SEW CL A 2 18 | FOOT | 407.000 | | | | |
| 550A0660 | STORM SEW CL A 3 15 | FOOT | 3.000 | | | | |
| 550A0710 | STORM SEW CL A 3 24 | FOOT | 177.000 | | | | |
| 55100400 | STORM SEWER REM 10 | FOOT | 462.000 | | | | |
| 55100500 | STORM SEWER REM 12 | FOOT | 2,006.000 | | | | |
| 55100700 | STORM SEWER REM 15 | FOOT | 629.000 | | | | |
| 55100900 | STORM SEWER REM 18 | FOOT | 494.000 | | | | |
| 55101200 | STORM SEWER REM 24 | FOOT | 183.000 | | | | |
| 60107700 | PIPE UNDERDRAINS 6 | FOOT | 9,336.000 | | | | |
| 60108200 | PIPE UNDERDRAIN 6 SP | FOOT | 214.000 | | | | |
| 60200105 | CB TA 4 DIA T1F OL | EACH | 2.000 | | | | |
| 60201310 | CB TA 4 DIA T20F&G | EACH | 54.000 | | | | |
| 60206905 | CB TC T1F OL | EACH | 3.000 | | | | |
| 60218400 | MAN TA 4 DIA T1F CL | EACH | 4.000 | | | | |

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|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 60221100 | MAN TA 5 DIA T1F CL | EACH | 1.000 | | | | |
| 60226600 | MAN DT 5 DIA T1F CL | EACH | 1.000 | | | | |
| 60250200 | CB ADJUST | EACH | 24.000 | | | | |
| 60255500 | MAN ADJUST | EACH | 23.000 | | | | |
| 60257900 | MAN RECONST | EACH | 3.000 | | | | |
| 60500040 | REMOV MANHOLES | EACH | 32.000 | | | | |
| 60500050 | REMOV CATCH BAS | EACH | 60.000 | | | | |
| 60500060 | REMOV INLETS | EACH | 3.000 | | | | |
| 60608521 | COMB CC&G TM2.24 | FOOT | 56.500 | | | | |
| 60618324 | CONC MEDIAN SURF 6 SP | SQ FT | 1,121.000 | | | | |
| 63100085 | TRAF BAR TERM T6 | EACH | 2.000 | | | | |
| 63100167 | TR BAR TRM T1 SPL TAN | EACH | 2.000 | | | | |
| 63700805 | CONC BAR TRANS | FOOT | 196.000 | | | | |
| 64200105 | SHOULDER RUMBLE STRIP | FOOT | 8,643.000 | | | | |
| 66400560 | CH LK FENCE 6 SPL | FOOT | 5,100.000 | | | | |

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| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|------------|---|------------|---|-------------|
| 66402900 | CH LK GATE 6X6 SINGL | EACH | 6.000 | | | | |
| 66410300 | CH LK FENCE REMOV | FOOT | 62.000 | | | | |
| 66900200 | NON SPL WASTE DISPOSL | CU YD | 25,665.000 | | | | |
| 66900450 | SPL WASTE PLNS/REPORT | L SUM | 1.000 | | | | |
| 66900530 | SOIL DISPOSAL ANALY | EACH | 1.000 | | | | |
| 67100100 | MOBILIZATION | L SUM | 1.000 | | | | |
| 70300240 | TEMP PVT MK LINE 6 | FOOT | 11,000.000 | | | | |
| 70300520 | PAVT MARK TAPE T3 4 | FOOT | 13,845.000 | | | | |
| 70300530 | PAVT MARK TAPE T3 5 | FOOT | 2,552.000 | | | | |
| 70300550 | PAVT MARK TAPE T3 8 | FOOT | 2,330.000 | | | | |
| 70300560 | PAVT MARK TAPE T3 12 | FOOT | 35.000 | | | | |
| 70301000 | WORK ZONE PAVT MK REM | SQ FT | 20,293.000 | | | | |
| 70400100 | TEMP CONC BARRIER | FOOT | 5,900.000 | | | | |
| 70400200 | REL TEMP CONC BARRIER | FOOT | 12,940.000 | | | | |
| 72000100 | SIGN PANEL T1 | SQ FT | 4.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 60B17

State Job # - C-91-292-06
 PPS NBR - 1-74823-0545
 County Name - COOK- -
 Code - 31 - -
 District - 1 - -
 Section Number - 1818R-3

Project Number
 IM-943-4/030/60

Route
 FAI 94

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|------------|---|------------|---|-------------|
| 72000200 | SIGN PANEL T2 | SQ FT | 32.000 | | | | |
| 72000300 | SIGN PANEL T3 | SQ FT | 75.000 | | | | |
| 72400310 | REMOV SIGN PANEL T1 | SQ FT | 12.000 | | | | |
| 72400720 | RELOC SIGN PANEL T2 | SQ FT | 12.000 | | | | |
| 72800100 | TELES STL SIN SUPPORT | FOOT | 14.000 | | | | |
| 73000100 | WOOD SIN SUPPORT | FOOT | 104.000 | | | | |
| 73700300 | REM CONC FDN-OVHD | EACH | 2.000 | | | | |
| 78005110 | EPOXY PVT MK LINE 4 | FOOT | 17,444.000 | | | | |
| 78005120 | EPOXY PVT MK LINE 5 | FOOT | 3,925.000 | | | | |
| 78005140 | EPOXY PVT MK LINE 8 | FOOT | 6,645.000 | | | | |
| 78005150 | EPOXY PVT MK LINE 12 | FOOT | 1,146.000 | | | | |
| 78008210 | POLYUREA PM T1 LN 4 | FOOT | 7,224.000 | | | | |
| 78008220 | POLYUREA PM T1 LN 5 | FOOT | 5,100.000 | | | | |
| 78008240 | POLYUREA PM T1 LN 8 | FOOT | 5,488.000 | | | | |
| 78008250 | POLYUREA PM T1 LN 12 | FOOT | 844.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 60B17

State Job # - C-91-292-06
 PPS NBR - 1-74823-0545
 County Name - COOK - -
 Code - 31 - -
 District - 1 - -
 Section Number - 1818R-3

Project Number
 IM-943-4/030/60

Route
 FAI 94

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 78100100 | RAISED REFL PAVT MKR | EACH | 542.000 | | | | |
| 78200100 | MONODIR PRIS BAR REFL | EACH | 842.000 | | | | |
| 78200410 | GUARDRAIL MKR TYPE A | EACH | 8.000 | | | | |
| 78200530 | BAR WALL MKR TYPE C | EACH | 49.000 | | | | |
| 78201000 | TERMINAL MARKER - DA | EACH | 2.000 | | | | |
| 78300100 | PAVT MARKING REMOVAL | SQ FT | 6,615.000 | | | | |
| 81000600 | CON T 2 GALVS | FOOT | 155.000 | | | | |
| 81023750 | CON ENC C 3 PVC | FOOT | 151.000 | | | | |
| 81400200 | HD HANDHOLE | EACH | 4.000 | | | | |
| 81500200 | TR & BKFIL F ELECT WK | FOOT | 396.000 | | | | |
| 84200705 | LIGHTING FDN REM PART | EACH | 24.000 | | | | |

CONTRACT NUMBER **60B17**

THIS IS THE TOTAL BID **\$ _____**

NOTES:

1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

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.

RETURN WITH BID

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.

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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

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

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

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):
% or \$ value of ownership/distributable income share: _____

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.

- 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

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

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ___ 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 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 your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

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

Yes ___ No ___

(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 statutes 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 ___ No ___

(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: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

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.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

**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 SIGNED

| | |
|--|-------|
| _____ | |
| Name of Authorized Representative (type or print) | |
| _____ | |
| Title of Authorized Representative (type or print) | |
| _____ | _____ |
| Signature of Authorized Representative | Date |

RETURN WITH BID

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.

RETURN WITH BID

**Contract No. 60B17
COOK County
Section 1818R-3
Project IM-943(403)60
Route FAI 94
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

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

RETURN WITH BID

**Contract No. 60B17
COOK County
Section 1818R-3
Project IM-943(403)60
Route FAI 94
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.

(IF AN INDIVIDUAL) Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP) Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

If more than two parties are in the joint venture, please attach an additional 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)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

Given under my hand and notarial seal this day of, A.D.

My commission expires Notary Public

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

Electronic Bid Bond ID# Company/Bidder Name Signature and Title

PROPOSAL ENVELOPE



PROPOSALS

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

| Item No. | Item No. | Item No. |
|----------|----------|----------|
| | | |
| | | |
| | | |
| | | |

Submitted By:

| |
|-----------|
| 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. 60B17
COOK County
Section 1818R-3
Project IM-943(403)60
Route FAI 94
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

1. TIME AND PLACE OF OPENING BIDS. Sealed bids for the contract items described herein will be accepted at the District 1 Office, Executive Office, 4th Floor, 201 W. Center Ct., Schaumburg, IL 60196 by U.S. Mail, delivery service or hand deposit until 10:00 a.m. prevailing local time May 26, 2006, at which time the bids will be publicly opened and read in Training Room A of that office. The Department will not open or read bids received after the stated opening date and time.

2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 60B17
COOK County
Section 1818R-3
Project IM-943(403)60
Route FAI 94
District 1 Construction Funds**

0.97 mile of roadway reconstruction of F.A.I. Route 94/90 (Dan Ryan Expressway) northbound from 79th Street to 71st Street including storm sewers and pavement markings located in Chicago.

3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

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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:

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2002 (hereinafter referred to as the Standard Specifications); the latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the reconstruction of FAI Route 94 (Dan Ryan Expressway), Project IM-94-3(403)060, section 1818R-3 in Cook County. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

F.A.I. Route 94 (Dan Ryan Expressway)
Section: 1818 R-3
County: Cook
Contract: 60B17 (20C)

LOCATION OF PROJECT

The project is located on northbound Interstate 94 (Dan Ryan Expressway), extending between 79th Street on the south and 71st Street on the north. The total length along the Dan Ryan Expressway is approximately 1 mile.

DESCRIPTION OF PROJECT

The work on the Dan Ryan Expressway consists of the addition of an auxiliary northbound lane and the reconstruction of the existing four northbound lanes and appurtenances within the project limits specified. This work includes storm sewer replacement, ramp terminal removal, expressway pavement removal and replacement with continuously reinforced concrete pavement, Portland cement concrete shoulders, curb and gutter, lighting, signing, striping, landscaping and lighting/ITS infrastructure construction. Included in this work is providing traffic control protection, slope excavation and grading, erosion control, temporary connector pavement and other incidental and collateral work. Construction of this expressway work requires coordination with several other contracts being performed concurrently.

Roadway signing within this section consists of concrete foundation construction, erection of truss structures, sign panel installation and removal, and disposal of existing sign structures.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

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

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: July 1, 1994

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

| <u>Name of Utility</u> | <u>Type</u> | <u>Location</u> | <u>Estimated Dates for Start and Completion of Relocation or Adjustments</u> |
|------------------------|-------------|---|--|
| SBC | 36 MTD | 75 th Street Sta. 2339+87 | No conflict anticipated. |
| SBC | 36 MTD | 77 th Street Sta. 2326+13 | Adjusted by SBC. No conflict anticipated. Contractor to use caution when excavating. |
| SBC | 3 INV | 71 st Street | SBC has abandoned duct. IDOT investigating presence of cables from other utilities. |

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

CONTRACTOR COOPERATION

The Contractor's attention is directed to the fact that other separate contracts will be under construction during the duration of this Contract and that the Contractor will be governed by Article 105.08 of the Standard Specifications.

The Contractor shall coordinate proposed project start dates and sequence of construction with the Engineer and other Contractors to present an effective and timely schedule for successful completion of the project.

No additional compensation will be allowed the Contractor for the above requirements or for any delays or inconvenience resulting from the activities of other contractors.

COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS

This Contract abuts and /or overlaps with other concurrent Contracts as listed below. Each Contract includes work items requiring close coordination between the Contractors regarding the sequence and timing for the execution of such work items, and successful completion of the Contracts.

CONSTRUCT NB EXPRESS LANES Contract 62300 (Dan Ryan Contract 14)

| | | |
|---|----------------------|----------------------------------|
| <u>Location</u> | <u>Starting Date</u> | <u>Tentative Completion Date</u> |
| 31 st to 71 st ST | October 2005 | November 2006 |

CONSTRUCT SB EXPRESS LANES Contract 62302 (Dan Ryan Contract 15)

| | | |
|---|----------------------|----------------------------------|
| <u>Location</u> | <u>Starting Date</u> | <u>Tentative Completion Date</u> |
| 31 st to 71 st ST | October 2005 | November 2006 |

CONSTRUCT NB LOCAL LANES Contract 62301 (Dan Ryan Contract 18)

| | | |
|---|----------------------|----------------------------------|
| <u>Location</u> | <u>Starting Date</u> | <u>Tentative Completion Date</u> |
| 31 st to 71 st ST | September 2006 | November 2007 |

CONSTRUCT SB LOCAL LANES Contract 62303 (Dan Ryan Contract 19)

| | | |
|---|----------------------|----------------------------------|
| <u>Location</u> | <u>Starting Date</u> | <u>Tentative Completion Date</u> |
| 31 st to 71 st ST | September 2006 | November 2007 |

CONSTRUCT NB LOCAL LANES Contract 60A62 (Dan Ryan Contract 18A)

| | | |
|---|----------------------|----------------------------------|
| <u>Location</u> | <u>Starting Date</u> | <u>Tentative Completion Date</u> |
| 63 rd to 59 th ST | September 2006 | November 2007 |

CONSTRUCT SB LOCAL LANES Contract 60A63 (Dan Ryan Contract 19A)

| | | |
|---|----------------------|----------------------------------|
| <u>Location</u> | <u>Starting Date</u> | <u>Tentative Completion Date</u> |
| 63 rd to 59 th ST | September 2006 | November 2007 |

SB MAINLINE LANES 1-5 Contract 62593 (Dan Ryan Contract 23)

| | | |
|---|---------------------|----------------------------------|
| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
| 79 th ST to I-57 Interchange | May 2006 | October 2007 |

NB MAINLINE LANES 1-5 Contract 62304 (Dan Ryan Contract 20)

| | | |
|---|---------------------|----------------------------------|
| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
| 79 th ST to I-57 Interchange | May 2006 | October 2007 |

SB MAINLINE LANES 1-5 Contract 60B18 (Dan Ryan Contract 23C)

| | | |
|--|---------------------|----------------------------------|
| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
| 79 th ST to 71 st ST | May 2006 | October 2007 |

NB RET. WALLS, RAMPS, SIGNING Contract 62694 (Dan Ryan Contract 17A)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|---|---------------------|----------------------------------|
| 71 st ST to I-57 Interchange | June 2005 | October 2006 |

**SB RET. WALLS, RAMPS, SIGNING Contract 62695 (Dan Ryan Contract 17B)
 AND 76th STREET BRIDGE**

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|---|---------------------|----------------------------------|
| 71 st ST to I-57 Interchange | June 2005 | September 2006 |

LIGHTING & SURVEILLANCE Contract 62583 (Dan Ryan Contract 2)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|---|---------------------|----------------------------------|
| 31 st ST to I-57 Interchange | April 2005 | December 2007 |

I-57 CONVENTIONAL LIGHTING Contract 62937 (Dan Ryan Contract 2D)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|---------------------------|---------------------|----------------------------------|
| Halsted ST to Railroad Br | May 2006 | November 2007 |

SEWER TELEVISION NB RAMPS Contract 62936 (Dan Ryan Contract 17E)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|---|---------------------|----------------------------------|
| 71 st ST to I-57 Interchange | June 2005 | July 2006 |

SEWER TELEVISION SB RAMPS Contract 62935 (Dan Ryan Contract 17F)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|---|---------------------|----------------------------------|
| 71 st ST to I-57 Interchange | June 2005 | July 2006 |

CORNER GARDENS, SOIL & IRRIGATION SYSTEM, NB LOCATIONS

Contract 62934 (Dan Ryan Contract 17G)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|---|---------------------|----------------------------------|
| 76 th and 75 th Streets | TBD | TBD |

CORNER GARDENS, SOIL & IRRIGATION SYSTEM, SB LOCATIONS

Contract 62933 (Dan Ryan Contract 17H)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|---|---------------------|----------------------------------|
| 95 th , 94 th , 87 th & 79 th Streets | TBD | TBD |

FENCING NB RAMPS Contract 62932 (Dan Ryan Contract 17I)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|--|---------------------|----------------------------------|
| 71 st ST to 95 th ST | June 2005 | July 2006 |

OVERHEAD BRIDGES (OVER DAN RYAN EXPRESSWAY)

| <u>Location</u> | <u>Letting Date</u> | <u>Tentative Completion Date</u> |
|--------------------------------|---------------------|----------------------------------|
| 71 st Street Bridge | February 2006 | October 2006 |

Supplemental to the requirements of the Standard Specifications Article 105.08 - Cooperation Between Contractors, the Contractors shall identify all such work items at the beginning of the Contract, and coordinate sequence and timing for their execution with the other Contractors through the Engineer. These work items shall be identified as separate line items in the Contractor's proposed Construction and Progress Schedule. Regarding any conflicts between Contractors' schedules, the Department will be consulted through the Engineer to determine a resolution. Additional compensation or extension of the Contract time will not be allowed for work and/or progress and/or lack of progress affected by lack of such coordination by the Contractor.

TRAFFIC CONTROL COORDINATION AND STAGE SHIFTS

All planning, scheduling and execution of the work for this Contract shall require close coordination between the Contractor and the abutting Contracts, as directed and approved by the Engineer.

In order to insure adequate, safe and continuous traffic control with the abutting Contract, **all** traffic control stage shifts shall be closely coordinated between all abutting Contracts, and shall be subject to the written approval of the Engineer. It is intended that all Contracts shall initiate necessary measures to insure safe transition between the stages of construction for each Contract interface such that traffic control will provide a seamless and continuous installation with no disruption of traffic.

The Contractor shall request the stage shift fourteen (14) days in advance from the Engineer. Should the Engineer determine that the stage shift is not favorable at the requested time, the Contractor shall comply and maintain the existing traffic stage until all Contracts can accommodate the stage shift simultaneously and safely. The Engineer shall be the sole judge in this regard and the Contractor shall not be entitled to additional compensation for costs resulting from any and all delays in stage shifts that may occur due to this coordination requirement.

Traffic Control Coordination and Stage Shifts will not be measured for payment separately, but shall be included in the cost of the traffic control and protection pay items.

Should the Contractor fail to comply with the directions of the Engineer or **any** of the restrictions and stipulations outlined above, the Engineer shall apply the "Traffic Control Deficiency Deduction" included in the Contract special provisions until full compliance by the Contractor is attained to the satisfaction of the Engineer.

(TYLI 03-01-06)

ADVANCED PUBLIC NOTIFICATION

Description:

This work shall consist of furnishing, installing, maintaining, relocating for the various stages of construction, and eventually removing the advanced signing.

General:

The Contractor shall provide notice to the public a minimum of 14 days in advance of any work that requires the closure of lanes or ramps through the use of a changeable message sign or temporary information signing.

Basis of Payment:

This work will be paid for as CHANGEABLE MESSAGE SIGNS in calendar months or TEMPORARY INFORMATION SIGN in sq. ft.

INTERIM COMPLETION DATE (STAGE 1)

The Contractor shall complete all items of work necessary to place traffic in the configurations as shown on "Winter Lane Configuration" staging plans by November 30, 2006. The configurations shall provide for the number of open lanes as listed below, with 10 ft. wide outside shoulders along all roadways:

- o NB Dan Ryan Sta. 2316+00 to Sta. 2367+00 4

FAILURE TO COMPLETE THE WORK ON TIME (STAGE 1)

Should the Contractor fail to complete the work on or before the completion date or dates as specified in the Special Provision for "Interim Completion Date (Stage 1)", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$10,000, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the Contract time or such extended time as may have been allowed.

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

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

INCENTIVE PAYMENT PLAN - INTERIM COMPLETION DATE (STAGE 1)

The Contractor shall be entitled to an incentive payment for completing all Contract items and safely opening all roadways to traffic in accordance with the requirements of the special provision “Interim Completion Date (Stage 1)”.

The incentive payment shall be paid at the rate of \$10,000 per calendar day for completion of work, as specified above, each day prior to the completion date, as indicated in TABLE A. The maximum payment under this incentive plan will be limited to 15 calendar days.

TABLE A

| <u>Date Completed</u> | <u>Incentive Payment</u> | <u>Date Completed</u> | <u>Disincentive Deduction</u> |
|-----------------------|--------------------------|-----------------------|-------------------------------|
| November 15,2006 | \$150,000 | November 30,2006 | 0 |
| November 16,2006 | \$140,000 | December 1,2006 | \$10,000 |
| November 17,2006 | \$130,000 | December 2,2006 | \$20,000 |
| November 18,2006 | \$120,000 | December 3,2006 | \$30,000 |
| November 19,2006 | \$110,000 | December 4,2006 | \$40,000 |
| November 20,2006 | \$100,000 | December 5,2006 | \$50,000 |
| November 21,2006 | \$90,000 | December 6,2006 | \$60,000 |
| November 22,2006 | \$80,000 | December 7,2006 | \$70,000 |
| November 23,2006 | \$70,000 | December 8,2006 | \$80,000 |
| November 24,2006 | \$60,000 | December 9,2006 | \$90,000 |
| November 25,2006 | \$50,000 | December 10,2006 | \$100,000 |
| November 26,2006 | \$40,000 | December 11,2006 | \$110,000 |
| November 27,2006 | \$30,000 | December 12,2006 | \$120,000 |
| November 28,2006 | \$20,000 | December 13,2006 | \$130,000 |
| November 29,2006 | \$10,000 | December 14,2006 | \$140,000 |
| November 30,2006 | \$0* | December 15,2006 | \$150,000 |
| | | December 16,2006 | \$** |

* The completion date specified in the Contract.

**The disincentive deduction shall be charged until “Interim Completion Date (Stage 1)” Special Provision requirements are met.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends the following 12:00 midnight, twenty-four hours later.

Should the Contractor be delayed in the commencement, prosecution or completion of the work for any reason, including “Traffic Control Coordination and Stage Shifts” or “Coordination with Adjacent And/Or Overlapping Contracts” Special Provisions, there shall be no extension of the incentive payment completion date even though there may be granted an extension of time for completion of the work. No incentive will be paid if the Contractor fails to complete the work before the specified completion date. Failure by the Contractor to complete all work as specified above before November 30, 2006 shall release and discharge the State, the Department and all of its officers, agents and employees from any and all claims and demands for payment of any incentive amount or damages arising from the refusal to pay an incentive amount.

COMPLETION DATE PLUS GUARANTEED WORKING DAYS (FINAL)

The Contractor shall complete all Contract items and safely open all roadways to traffic by 11:59 PM on October 31, 2007 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within fifteen (15) guaranteed working days after the completion date for opening the roadway to traffic. Under extenuating circumstances, the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the guaranteed working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.”

Article 108.09 of the Standard Specifications or the Special Provision for Failure to Complete the Work on Time (Final), if included in this Contract, shall apply to both the completion date and the number of working days.

FAILURE TO COMPLETE THE WORK ON TIME (FINAL)

Should the Contractor fail to complete the work on or before the completion date or dates as specified in the Special Provision for “Completion Date Plus Guaranteed Working Days (Final)”, or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$10,000 not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the Contract time or such extended time as may have been allowed.

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

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

INCENTIVE PAYMENT PLAN (FINAL)

Effective: October 1, 1995 Revised: November 1, 1995

The Contractor shall be entitled to an incentive payment for completing all contract items and safely opening all roadways to traffic in accordance with the requirements of the special provision "Completion Date Plus Guaranteed Working Days (Final)".

The incentive payment shall be paid at the rate of \$10,000 per calendar day for completion of work, as specified above, each day prior to the completion date, as indicated in TABLE A. The maximum payment under this incentive plan will be limited to 15 calendar days.

TABLE A

| <u>Date Completed</u> | <u>Incentive Payment</u> | <u>Date Completed</u> | <u>Disincentive Deduction</u> |
|-----------------------|--------------------------|-----------------------|-------------------------------|
| October 16,2007 | \$150,000 | October 31,2007 | 0 |
| October 17,2007 | \$140,000 | November 1,2007 | \$10,000 |
| October 18,2007 | \$130,000 | November 2,2007 | \$20,000 |
| October 19,2007 | \$120,000 | November 3,2007 | \$30,000 |
| October 20,2007 | \$110,000 | November 4,2007 | \$40,000 |
| October 21,2007 | \$100,000 | November 5,2007 | \$50,000 |
| October 22,2007 | \$90,000 | November 6,2007 | \$60,000 |
| October 23,2007 | \$80,000 | November 7,2007 | \$70,000 |
| October 24,2007 | \$70,000 | November 8,2007 | \$80,000 |
| October 25,2007 | \$60,000 | November 9,2007 | \$90,000 |
| October 26,2007 | \$50,000 | November 10,2007 | \$100,000 |
| October 27,2007 | \$40,000 | November 11,2007 | \$110,000 |
| October 28,2007 | \$30,000 | November 12,2007 | \$120,000 |
| October 29,2007 | \$20,000 | November 13,2007 | \$130,000 |
| October 30,2007 | \$10,000 | November 14,2007 | \$140,000 |
| October 31,2007 | \$0* | November 15,2007 | \$150,000 |
| | | November 16,2007 | ** |

* The completion date specified in the Contract.

**The disincentive deduction shall be charged until work is completed.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends the following 12:00 midnight, twenty-four hours later.

Should the Contractor be delayed in the commencement, prosecution or completion of the work for any reason, there shall be no extension of the incentive payment completion date even though there may be granted an extension of time for completion of the work. No incentive will be paid if the Contractor fails to complete the work before the specified completion date. Failure by the Contractor to complete all work as specified above before October 31, 2007 shall release and discharge the State, the Department and all of its officers, agents and employees from any and all claims and demands for payment of any incentive amount or damages arising from the refusal to pay an incentive amount.

RESTRICTION ON GUARANTEED WORKING DAYS

All temporary lane closures during the period governed by guaranteed working days shall follow the requirements in the Special Provision, "Keeping the Expressway Open to Traffic".

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs shall be taken down within one-half (1/2) hour after the closure is removed.

(TYLI 11/28/05)

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "Keeping the Expressway Open to Traffic", the Contractor shall be liable to the Department for the amount of:

One Lane Blocked \$ 3,000.00
Two Lanes Blocked \$ 5,000.00

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

CTA COORDINATION

All work to be done by the Contractor on, over or in close proximity of the CTA (Chicago Transit Authority) right-of-way shall be performed in accordance with Article 107.12 of the Standard Specifications and the following additional CTA requirements.

1. The CTA's Representative for this project will be:

Mr. Marvin A. Watson
General Manager, Construction
567 W. Lake Street
P. O. Box 7598
Chicago, IL 60680-7598
(312) 681-3860

2. NOTIFICATION TO CTA:

- A. After the letting of the Contract and prior to performing any work, the CTA Representative shall be notified by the Department to attend the pre-construction meeting. In this meeting, the Contractor shall confer with the CTA's Representative regarding the CTA's requirements for the protection of CTA utilities clearances, operations, and safety.
- B. Prior to the start of any work on or over the CTA's right-of-way, the Contractor shall meet with the CTA Representative to determine his requirements for flagmen and other necessary items related to the work activities on, over, and next to the CTA facilities and to receive CTA's approval for the Contractor's proposed operations.
- C. The Contractor shall notify the CTA Representative 72-hours in advance of the time he intends to enter upon the CTA right-of-way for the performance of any work.

3. PROTECTION OF THE CTA TRAFFIC:

- A. The CTA will be operating mainline trains and performing rail yard operations 24 hours per day, seven days per week during the construction of this project.
- B. The Contractor shall, at all times, take special care to conduct his operations over, under, adjacent to or adjoining the CTA facilities in such a manner as to prevent settlement, damage or displacement to any CTA structures, equipment, tracks or portions thereof and to prevent interruption of train service.
- C. Any damage to the tracks, or other CTA facilities caused by the Contractor's operations, shall be replaced or repaired by the CTA at the Contractor's expense.

4. REIMBURSEMENT OF COSTS:

- A. All Contractors performing work on or near CTA property shall be required to provide a deposit, in advance, equal to the CTA's Construction Department's estimate. This estimated amount equals the anticipated amount of CTA services and includes, but is not limited to, Flagging charges, Inspector charges, and Maintenance charges. No Contractor will be permitted to work prior to submission of a deposit.
- B. If the deposited amount is used up, prior to the completion of the project, the CTA will require an additional deposit to cover the anticipated work remaining. Any money unused at time of project completion will be returned to the Contractor within 30 days.
- C. All checks must be made payable to Chicago Transit Authority and be submitted, with a copy of the estimate, to the CTA Treasury Department, 567 West Lake Street, P.O. Box 7565, 7th Floor, Chicago, IL 60680-7565.
- D. The Department will not be liable for any delays by the CTA in providing flagmen or other services required by this Special Provision.

5. Whenever any work, such as temporary shoring and erection procedures for spans over the CTA track, in the opinion of the CTA's inspector, may affect the safety of the trains and the continuity of the CTA's operations, the methods of performing such work shall first be submitted to the CTA for approval. If operations by the Contractor during construction are determined by the CTA's inspector to be hazardous to the CTA's operations, the Contractor shall suspend such work until reasonable remedial measures, and/or alternate methods, satisfactory of the CTA, are taken. Such remedial measures may include obtaining the services of the CTA personnel so that adequate protection may be provided.

6. CTA OPERATING RESTRICTIONS:

Operating requirements of the CTA, while work on this project is in progress, are as follows:

- A. When the construction work is performed adjacent to an active track and the work does not involve the track or the third rail, the Contractor can provide (and the right-of-way allows for) an uninterrupted physical barrier (fence) at least 6 feet high (above track or platform level) to separate the work area from operating track(s). With the barrier in place, work at track level may be permitted at any time without CTA flagman and Slow Zone protection.

Such temporary barriers shall be installed as far from the operating track(s) as possible, but no closer than 7'-2" from the centerline of the nearest operating track. The materials, location, construction, and installation of the temporary barrier and the work procedures in the vicinity of the barrier must all be approved 48 hours in advance by the CTA Representative. Any construction work involving a crane lifting material higher than the barrier wall will still require CTA flagging protection.

- B. Work that is adjacent to or over the CTA operating tracks without a barrier in place requires CTA flagmen. Work is to be done during the following hours:

- Monday through Friday – 9:00 a.m. to 3:00 p.m.
(Based on one slow zone allowed in each direction per line)
- Monday through Saturday, inclusive - 8:00 p.m. to 4:00 a.m.
- Sunday - 12:00 a.m. to Monday 4:00 a.m.

- C. Work within the clearance envelope may require a single track operation and hours and length of single track will be determined by CTA rail operations (see paragraph 13 for clearance envelope).

- D. As much work as possible is to be done under normal CTA operating conditions (under traffic) without disruption of train movements.

- E. In order to request a single track (taking one track out of service), the Contractor, through the Resident Engineer, shall notify the CTA Representative forty-two (42) calendar days in advance of the proposed interruption.

- F. Interruptions will be provided solely at the CTA's discretion, depending upon the transit service demands for special events and possible conflicts with prior commitments to other work scheduled on the same route.

- G. No more than one service interruption will be allowed simultaneously on this CTA line.
 - H. If the Contractor is unable to return the CTA track to normal operation on time, after the interruption, liquidated damages of at least \$100.00 per minute of delay shall be paid directly to the CTA by the Contractor. Liquidated damages paid by the Contractor will not be reimbursed.
- 7. Pedestrian traffic to the CTA facilities shall be maintained at all times.
 - 8. A notice of at least seventy-two (72) hours shall be given to the CTA prior to any beam removal or replacement, which will cause interruption to the CTA facilities and service.
 - 9. Simultaneous work on two piers that will require flagmen and affect the train operation shall not be allowed. Work, which will require flagmen, shall be limited to only **one side of the track at a time.**
 - 10. CTA shall have access to all storage tracks and unrestricted train operation over special holidays such as "July 4" and events such as the "Taste of Chicago". Dates for the above and other special holidays and events such as conventions, auto shows, World Series, etc., will be given to the Department as soon as they are available.
 - 11. The Contractor will be required to take all precautions to avoid debris, concrete, and other materials falling over and/or on the tracks.
 - 12. **OTHER SPECIAL CONDITIONS:**
 - A. The Contractor shall caution all employees of the presence of electric third rail (600 volts DC), live cables, and moving trains on CTA tracks. The Contractor shall take all necessary precautions to prevent damage to life or property through contact with the electrical or operations systems. The Contractor shall caution all employees that any contact with live electric third rail or "live" portions of train undercarriage may result in a severe burn or death.
 - B. The Contractor shall establish third-rail safety precautions in accordance with Authority regulations, such as, using insulating hoods or covers for live third rail or cables adjacent to the work. The Authority will provide CTA-qualified personnel to the Contractor as Contact Personnel. Unless otherwise noted, only CTA personnel are allowed to disconnect power.
 - C. Safety Training: All employees of the Contractor or his Subcontractors who are required to work upon or adjacent to the CTA's operating tracks shall be required to attend and provide evidence of completion of a right-of-way safety training course administered by CTA.

- D. Arrangements for the safety training course shall be the Contractor's responsibility. Contact the CTA Representative to arrange for the safety course.
- E. The cost of the course is \$150.00 per person, payable to the CTA prior to taking the course. The cost of this course and the employee's time for the course shall be considered included in the cost of the Contract. The course is one day long from 8:00 a.m. to 4:00 p.m.
- F. The Contractor his Subcontractors and all of his employees who are required to work on or around the CTA's operating tracks shall wear a CTA type safety vest.

13. CTA TRANSIT CLEARANCES:

The Contractor shall perform his work in a manner that provides adequate clearance to the CTA tracks. The clearances shall not be less than the following for safe passage of trains.

7'-2" horizontal to the centerline of the nearest track in yard and right-of-way.

14'-6" vertical from the top of the high running rail.

14. PROTECTIVE SHIELD:

- A. The Contractor shall furnish, install, and later remove a protective shield to protect the CTA traffic from damage due to falling material and objects during construction. The protective shield may be a platform, a net or any other Department approved structure.
- B. A minimum vertical clearance of 14'-6" above the high running rail of the CTA tracks shall be provided at all times.
- C. The protective shield and supporting members shall be designed to sustain a load of 200 pounds per square foot in addition to its own weight. Drawings and design calculations for the protective shield shall be stamped by an Illinois Licensed Structural Engineer and shall be submitted to the Department for approval. The protective shield shall be constructed only after the Department has approved the drawings and the design.

15. The Contractor shall be required to provide a schedule for material removal, delivery of new material, crane operation over and around the tracks, and a schedule for access of workmen to the construction site.

PRE-CONSTRUCTION VIDEO LOG

In addition to requirements in Article 107.20 of the Standard Specifications, the Contractor shall prepare a photo/video log of all structures adjacent to the Frontage Road right-of-way within the project limits prior to the start of any construction work. The Contractor shall provide a copy to the Engineer. Also the Contractor shall prepare and furnish a photo/video log of the final conditions.

The cost to comply with this requirement will not be paid for separately, but shall be considered as included in the contract unit bid prices of the Contract, and no additional compensation will be allowed.

CONTRACTOR'S DAILY WORK SCHEDULE

Description:

The Contractor shall submit a daily work schedule to the Resident Engineer for the purpose of coordinating the Contractor's activities for the next working day. The daily schedule must be submitted by 3:00 pm the day before. This schedule is necessary for the Engineer to schedule inspection, testing and layout checking for the following day.

The schedule shall include the location and type of all work to be performed that day and all material deliveries. It shall identify all concrete pours, the concrete mix design numbers, and estimated number of cubic yards. The placement of bituminous materials shall be identified, including the mix design numbers, location and number of estimated tons to be placed. The Contractor shall identify all locations where survey verification is required and shall give sufficient advance notification to the Engineer so as not to cause delay.

Method of Measurement:

This coordination and schedule development work will not be measured for payment.

Basis of Payment:

Preparation and submittal of the Contractor's Daily Work Schedule shall not be paid for separately, but shall be included in the cost of the Contract items of work.

PROGRESS SCHEDULE

Description. This work shall consist of preparing, revising and updating a detailed progress schedule based upon the Critical Path Method (CPM). This work shall also consist of performing time impact analysis of the progress schedule based upon the various revisions and updates as they occur.

Requirements. The software shall produce an electronic progress schedule for submission to the department that is 100% compatible with Primavera SureTrak 3.0 Project Manager, published by Primavera Systems, Inc.

Format. The electronic schedule format shall contain the following:

- Project Name: (Optional).
- Template: Construction.
- Type: SureTrak: Native file format for stand-alone contracts.
- Planning Unit: Days (calendar working).
- Number/Version: Original or updated number.
- Start Date: Not later than ten days after execution of the contract.
- Must Finish Date: Completion date for completion date contracts.
- Project Title: Contract number.
- Company Name: Contractor's name.

Calendars.

Completion Date Contracts. The base calendar shall show the proposed working days of the week and the proposed number of work hours per day.

Working Days Contracts. The base calendar shall show the distribution of working days according to the following table:

| MONTH | WORKING DAYS |
|-----------|--------------|
| MAY | 15 |
| JUNE | 17 |
| JULY | 17 |
| AUGUST | 17 |
| SEPTEMBER | 16 |
| OCTOBER | 16 |
| NOVEMBER | 14 |

The number of days shown above shall not be exceeded. The proposed number of hours to be worked per day shall also be shown. No work shall be shown during the period of December 1 and April 30.

Schedule Development. The detailed schedule shall incorporate the entire Contract time. The minimum number of activities shown on the schedule shall represent the work incorporating the pay items whose aggregate Contract value constitutes 80 percent of the total Contract value. These pay items shall be determined by starting with the pay item with the largest individual Contract value and adding subsequent pay item Contract values in descending order until 80 percent of the Contract value has been attained. Any additional activities required to maintain the continuity of the schedule logic shall also be shown.

The following shall be depicted in the schedule for each activity:

Activity Identification (ID) Numbers. The Contract shall utilize numerical designations to identify each activity. Numbering of activities shall be in increments of not less than ten digits.

A description of the work represented by the activity (maximum forty-five characters). The use of descriptions referring to a percentage of a multi-element item (i.e., construct deck 50%) shall not be used. Separate activities shall be included to represent different elements of multi-element items (i.e., forms, reinforcing, concrete, etc.). Multiple activities with the same work description shall include a location as part of the description.

Proposed activity duration shall be shown in whole days. The Contractor shall provide production rates to justify the activity duration. Schedule duration shall be contiguous and not interruptible.

The schedule shall indicate the sequence and interdependence of activities required for the prosecution of the work. The schedule logic shall not be violated.

Activities should be broken down such that each activity encompasses a single operation or tightly-integrated operations in a single, contiguous and continuous area of the project, with no activity exceeding \$200,000 without the consent of the Engineer.

Total Float shall be calculated as finish float. The schedule shall be calculated using retained logic. The Contractor shall not sequester float by calendar manipulations or extended duration. Float is not for the exclusive use or benefit of either the Department or the Contractor.

Tabular Reports.

The following tabular reports will be required with each schedule submission:

Classic Gantt
Pert with Time Scale

The heading of each tabular report shall include, but not be limited to, the project name, Contract number, Contractor name, report date, data date, report title and page number.

Each of the tabular reports shall also contain the following minimum information for each activity.

Activity ID
Activity Description
Original Duration (calendar day/working day)
Remaining Duration (calendar day/working day)
Activity Description
Early Start Date
Late Start Date
Early Finish Date
Late Finish Date
Percent Complete
Total Float
Calendar ID

Work performed by DBE Subcontractors and Trainees shall be shown in the Gantt Report.

Reports shall be printed in color on 11 in. x 17 in. (minimum) size sheets. The Classic Gantt shall show all columns, bars, column headings at the top, time scale at the top and shall show relationships.

Submission Requirements. The initial schedule shall be submitted prior to starting work but no later than five calendar days after execution of the contract. Updated schedules shall be submitted according to Article 108.02 except that as a minimum, updated schedules will be required at the 25, 50, and 75 percent completion points of the contract.

Updating.

The Contractor shall not make any changes to the original duration, activity relationships, constraints, costs, add or delete activities, or alter the schedule's logic when updating the schedule.

The originally approved baseline CPM schedule will be designated as the "Target Schedule" and shall only be changed based on a Change Order that extends the Contract duration. All updates will be plotted against the "Target Schedule." If the Contractor believes any such changes result in an overall increase in the Contract time, the Contractor shall immediately submit a request for extension of time along with the changed progress schedule and a detailed justification for the time extension request in accordance with Article 108.08.

The updated information shall include the original schedule detail and the following additional information:

Actual start dates
Actual finish dates
Activity percent completion
Remaining duration of activities in progress
Identified or highlighted critical activities

The Contractor shall submit scheduling documents in the same formats and number as indicated in this section.

The Engineer shall withhold progress payments if the Contractor does not submit scheduled updates as required.

Upon receipt of the CPM schedule update, the Engineer will review the schedule for conformance with the Contract Documents and degree of detail. The Engineer, within fourteen (14) Days after receipt of the Updated CPM Schedule and supporting documents, will approve or reject it with written comments. If the Updated CPM schedule is rejected, the Contractor shall submit a Revised Updated CPM Schedule within seven (7) Days after the date of rejection.

The updated progress schedule must accurately represent the Contract's current status.

Contractor Changes to the Schedule.

The Contractor shall comply with the following requirements regarding proposed changes to the approved baseline CPM schedule:

If the Contractor proposes to make any changes to the approved baseline CPM schedule, the Contractor shall notify the Engineer in writing, stating the reasons for the change, identifying each changed activity (including duration and interrelationships between activities) and provide a diskette of the proposed changed schedule. Every effort shall be made by the Contractor to retain the original Activity ID numbers.

The Engineer has the authority to approve or disapprove the proposed change to the baseline CPM schedule and will do so in writing within ten (10) Days after receipt of the Contractor's submission. If the Engineer approves the change to the baseline schedule, all subsequent monthly updates shall be plotted against the new "Target Schedule".

If the Engineer approves a portion of the change to the baseline CPM schedule, the Contractor shall submit a revised CPM schedule incorporating such change(s) within ten (10) Days after approval along with a written description of the change(s) to the schedule.

Recovery Schedule.

The Contractor shall maintain an adequate work force and the necessary materials, supplies and equipment to meet the current approved baseline CPM schedule. In the event that the Contractor, in the judgment of the Engineer, is failing to meet the approved CPM schedule including any Contract milestones, the Contractor shall submit a recovery schedule.

The recovery schedule shall set forth a plan to eliminate the schedule slippage (negative float). The plan must be specific to show the methods to achieve the recovery of time, i.e. increasing manpower, working overtime, weekend work, employing multiple shifts. All costs associated with implementing the recovery schedule shall be borne by the Contractor.

Upon receipt of the CPM recovery schedule, the Engineer will review the schedule for conformance with the Contract Documents and degree of detail. The Engineer will approve the schedule or reject it with written comments within fourteen (14) Days of receipt of the recovery schedule and supporting documents. If the detailed CPM recovery schedule is rejected, the Contractor shall submit a revised CPM recovery schedule within seven (7) Days of the date of rejection.

Revised Schedule.

The Engineer may direct the Contractor to revise the approved CPM schedule. Reasons for such direction may include, but are limited to, the following: (1) changes in the Work, (2) re-phasing of the Contract or any phase, (3) a change in the duration of the Contract or phase, and (4) acceleration of the Contract or phase.

The Engineer will direct the Contractor to provide a revised CPM schedule in writing.

The Contractor shall provide the revised CPM schedule within ten (10) Days of receipt of the Engineer's written direction.

The Engineer has the authority, in its sole discretion, to approve or reject the revised CPM schedule and will do so in writing within ten (10) Days after receipt of the Contractor's submission. If the Engineer approves the revised schedule, such schedule will be designated the new "Target Schedule".

The schedule shall be submitted in the Sorted by Activity Layout (SORT4). The activities on the schedule shall be plotted using early start, late start, early finish, late finish and total finish.

For every schedule submission, the Contractor shall submit to the Engineer, four Windows XP compatible compact disks of all schedule data. Included on the disks shall be all of the tabular and graphic reports, network diagrams and bar chart data. Two copies shall be submitted on CD/R disks and two copies shall be submitted on CDD/RW disks. In addition, four plots of the CD/R disks will be approved initial or revised progress schedule for the Contract. The approval will be documented by the Engineer on a corresponding plot of the schedule and returned to the Contractor.

Four copies of each schedule submission shall be printed in color on 11 in. x 17 in. (minimum) size sheets showing all columns, bars, column headings at the top, time scale at the top and showing relationships.

The schedule shall indicate the critical path to Contract completion. Only one controlling item shall be designated at any point in time on the schedule.

Acceptance or approval of any progress schedule by the Engineer shall not be construed to imply approval of any particular method of construction, sequence of construction, and any implied or stated rate of production. Acceptance will not act as a waiver of the obligation of the Contractor to complete the work in accordance with the contract proposal, plans and specifications, modify any rights or obligations of the Department as set forth in the Contract, nor imply any obligation of a third party. Acceptance shall not be construed to modify or amend the Contract or the time limit(s) therein. Acceptance shall not relieve the Contractor of the responsibility for the accuracy of any of the information included on the schedule. Failure of the Contractor to include in the schedule any element of work required for the performance of the Contract, any sequence of work required by the Contract, or any known or anticipated condition affecting the work shall not excuse the Contractor from completing all work required within the time limit(s) specified in the Contract notwithstanding acceptance of the schedule by the Engineer.

Basis of Payment. This work will not be paid for separately, but shall be considered as included in the costs of the various items of work in the Contract.

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This work shall consist of removing and disposing of unsuitable materials encountered during construction. The work shall include, but not be limited to, the removal and disposal of the top 6 inches of topsoil encountered within the construction limits of this contract as shown on the plans or directed by the Engineer.

This work shall be performed, measured and paid for in accordance with Section 202 of the Standard Specifications.

(T Y Lin 10/15/2004)

POROUS GRANULAR EMBANKMENT, SUBGRADE

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumping, loose soil and for placing under water and shall conform with Article 1004.06 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

| <u>Sieve Size</u> | <u>Percent Passing</u> |
|--------------------|------------------------|
| *150 mm (6 inches) | 97 \pm 3 |
| *100 mm (4 inches) | 90 \pm 10 |
| 50 mm (2 inches) | 45 \pm 25 |
| 75 um (#200) | 5 \pm 5 |

2. Gravel, Crushed Gravel and Pit Run Gravel

| <u>Sieve Size</u> | <u>Percent Passing</u> |
|--------------------|------------------------|
| *150 mm (6 inches) | 97 \pm 3 |
| *100 mm (4 inches) | 90 \pm 10 |
| 50 mm (2 inches) | 55 \pm 25 |
| 4.75 mm (#4) | 30 \pm 20 |
| 75 um (#200) | 5 \pm 5 |

*For undercut greater than 450 mm (18 inches) the percent passing the 150 mm (6 inches) sieve may be 90 \pm 10 and the 100 mm (4 inches) sieve requirements may be eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 600 mm (2 feet) or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 75 mm (3 inches) nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when a granular subbase is not specified in the contract and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular subbase is placed on top of the porous granular material.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the Porous Granular Embankment Subgrade.

Full depth subgrade undercut shall occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 300 mm (1 foot) longitudinal per 25 mm (1 inch) depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the Contract.

This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified in the Contract, the theoretical elevation of the bottom of the granular subbase shall be used to determine the upper limit of POROUS GRANULAR EMBANKMENT, SUBGRADE. The volume will be computed by the method of average end areas.

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

The POROUS GRANULAR EMBANKMENT, SUBGRADE shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

STABILIZED CONSTRUCTION ENTRANCE

Description:

This work consists of constructing a stabilized pad of coarse aggregate underlain with geotechnical fabric at the locations where construction traffic will be entering or leaving the work zone. Also included is the removal and satisfactory disposal of the stabilized construction entrance when no longer required. This work shall be performed in accordance with the applicable portions of Sections 202, 210, 1004 and 1080 of the Standard Specifications, the details in the plans and as directed by the Engineer.

Materials:

Aggregate shall consist of coarse aggregate gradations CA-1, CA-2, CA-3, or CA-4 meeting the requirements of Article 1004.04. Aggregate thickness shall be as detailed on the plans.

Geotechnical fabric shall meet the requirements of Article 1080.02.

General:

Excess or unsuitable excavated materials shall be disposed of in accordance with Article 202.03.

The coarse aggregate surface coarse shall be compacted to the satisfaction of the Engineer.

Restoration shall be paid for separately as FURNISHED EXCAVATION, TOPSOIL FURNISH AND PLACE, 4", SEEDING CLASS 2A, NITROGEN FERTILIZER NUTRIENT, PHOSPHORUS FERTILIZER NUTRIENT, POTASSIUM FERTILIZER NUTRIENT and EROSION CONTROL BLANKET.

Method of Measurement:

The stabilized construction entrance will be measured in place and the area computed in square yards.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall be payment in full for all excavation, except excavation in rock; removal and disposal of excavated materials; geotechnical fabric; furnishing, placing, compacting, and disposing of coarse aggregate; and for all labor, tools and equipment necessary to construct the work as specified.

(TY Lin 3/6/2005)

SEEDING, CLASS 2A

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

Article 250.07 Seeding Mixtures – Table 1

Class 2A – Salt Tolerant Roadside Mixture

Delete the following species:

| | |
|---------------------|----------------------------|
| Dawsons Red Fescue | 20 Kg/Hectare (30 Lb/Acre) |
| Scaldis Hard Fescue | 20 Kg/Hectare (30 Lb/Acre) |

Add the following species:

| | |
|------------------------|----------------------------|
| Audubon Red Fescue | 20 Kg/Hectare (30 Lb/Acre) |
| Rescue 911 Hard Fescue | 20 Kg/Hectare (30 Lb/Acre) |
| Durar Hard Fescue | 20 Kg/Hectare (30 Lb/Acre) |

(District 1 05/07/04 & Modified per Michael L. Hine memo 12-16-05)

SEEDING, CLASS 4 (MODIFIED) – WOODLAND GRASSES
SEEDING, CLASS 5A (MODIFIED) – WOODLAND WILDFLOWERS

This work shall consist of preparing the seed bed, placing the seed, initial watering of the seed bed and other materials required in the seeding operation including horticultural grade vermiculite in areas as shown in the plans.

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The Class 4 (Modified) seed mixture and the Class, 5A (Modified) shall be supplied in separate bags of three mix components: Temporary Cover, Permanent Grasses, and Wildflowers. All native seed species will be local genotype and will be from a radius of 150 miles from the project site. The Class 5A (Modified) seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Article 250.07 Seeding Mixtures – Delete sentence 4. Add the following to Table 1 – Seeding Mixtures:

| <u>CLASS – TYPE</u> | <u>SEEDS</u> | <u>PURE LIVE SEED</u> |
|--------------------------------|--|-----------------------|
| <u>LBS/ACRE</u> | | |
| 4 (Modified) Woodland Grasses | | 16.5 |
| | Andropogon scoparius (Little Bluestem) | 3.5 |
| | Bouteloua curtipendula (Side-oats Grama) | 4.5 |
| | Carex gravida (Heavy Sedge) | 1.0 |
| | Chasmanthium latifolium (Northern Sea Oats) | 2.5 |
| | Elymus Canadensis (Canada Wild Rye) | 1.5 |
| | Elymus villosus (Silky Wild Rye) | 1.75 |
| | Hystrix patula (Bottle Brush Grass) | 1.0 |
| | Sporobolus heterolepsis (Prairie Dropseed) | 0.75 |
| Oats, Spring (Temporary Cover) | | 22.0 (bulk lb/acre) |

| CLASS - TYPE | SEEDS | PURE LIVE SEED LBS/ACRE |
|------------------------------------|--|-------------------------|
| 5A (Modified) Woodland Wildflowers | | 7.0 |
| | Agastache nepetoides (Yellow Giant Hyssop) | 0.10 |
| | Agastache scrophulariaefolia (Purple Giant Hyssop) | 0.10 |
| | Allium cernuum (Nodding Wild Onion) | 0.25 |
| | Aquilegia Canadensis (American Columbine) | 0.25 |
| | Aster macrophyllus (Big-leaved Aster) | 0.20 |
| | Aster shortii (Short's Aster) | 0.15 |
| | Baptisia leucophaea (Cream Wild Indigo) | 0.20 |
| | Dodecatheon meadia (Shooting Star) | 0.30 |
| | Echinacea purpurea (Purple Coneflower) | 0.50 |
| | Eupatorium purpureum (Purple Joe Pye Weed) | 0.10 |
| | Geranium maculatum (Wild Geranium) | 0.35 |
| | Juncus tenuis (Path Rush) | 0.75 |
| | Monarda fistulosa (Wild Bergamot) | 0.30 |
| | Penstemon digitalis (Foxglove Beardtongue) | 0.35 |
| | Phlox divaricata (Blue Phlox) | 0.25 |
| | Polygonatum canaliculatum (communtatum) (Smooth Solomon's Seal) | 0.40 |
| | Pycnanthemum pilosum (Hairy Mountain Mint) | 0.25 |
| | Pycnanthemum virginianum (Mountain Mint) | 0.25 |
| | Rudbeckia hirta (Black-eyed Susan) | 0.45 |
| | Solidago caesia (Blue-stemmed Goldenrod) | 0.15 |
| | Solidago ulmifolia (Elm-leaved Goldenrod) | 0.15 |
| | Smilacina racemosa (Feathery False Solomon's Seal) | 0.30 |
| | Tradescantia ohiensis (Ohio Spiderwort) | 0.30 |
| | Veronicastrum virginicum (Culver's Root) | 0.30 |
| | Zizia aurea (Golden Alexander) | 0.25 |

Notes:

1. The seeding time for this work shall be October 15 to April 30. Seeding done outside of this time frame will not be measured for payment.
2. Purity and germination tests no older than twelve months old must be submitted for all seed supplied to verify quantities of bulk seed required to achieve KG PLS (LB PLS) specified.
3. The seedbed shall be prepared and approved by the Engineer prior to seeding. The Contractor shall delineate the perimeter of the seedbed with wooden lathe. The wooden lathe shall remain in place.
4. Temporary cover seed shall be kept separate from the woodland type mixture. It shall be mixed on site under the direction of the Engineer.
5. The Spring Oats shall be thoroughly mixed with the Class 4 (Modified) Woodland Grass seed mix and seeded using a mechanical seeder that applies the seed uniformly at a depth of 1/4 inch. Second, the Class 5A (Modified) Woodland Wildflower seed shall be thoroughly mixed with 2 bushels of moistened horticultural grade vermiculite per acre and uniformly seeded at a depth of 1/8 inch. The seedbed shall be immediately mulched as specified.
6. Within two hours after the seeding and mulching are complete, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd).
7. The Contractor shall have on hand enough equipment to completely water all Seeding, Class 4 (Modified) seed areas in two days at the watering rate specified above. The Engineer will make periodic checks of the Contractor's watering equipment to determine its adequacy and operating condition.
8. All watering described shall be done with a spray application. An open-end hose will not be acceptable. The method of watering shall meet the approval of the Engineer.
9. Supplemental Watering: During periods exceeding 26 degree C (80 degree F) or subnormal rainfall (less than 1" of rainfall per week) supplemental watering may be required after the initial watering and prior to acceptance of the work. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24-hour notice.

If specified seed material is unavailable, the Engineer shall approve the substitutes. Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract.

Article 250.09 – Add Seeding, Class 4 (Modified) and Seeding, Class 5A (Modified).

Seeding, Class 4 (Modified) Woodland Grass watering will not be measured for payment.

Seeding, Class 5A (Modified) horticultural grade vermiculite will not be measured for payment.

Supplemental watering will be measured for payment as specified in Special Provision for SUPPLEMENTAL WATERING.

Article 250.10 – Add Seeding, Class 4 (Modified) and Seeding, Class 5A (Modified).

COMPOST FURNISH AND PLACE

Delete the first sentence of Article 211.01 Description and substitute the following:

This work shall consist of furnishing, transporting and placing topsoil, special types of topsoil, compost, or compost/topsoil blend to the depth specified in areas as shown in the plans or as directed by the Engineer.

Delete the first sentence of the first paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

Topsoil, compost, or compost/topsoil blend shall not be placed until the area to be covered has been shaped, trimmed and finished according to Section 212.

Delete the second paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

The Engineer will verify that that the proper topsoil, compost, or compost/topsoil blend depth has been applied. After verification of proper depth, the Contractor shall completely incorporate the placed compost into the existing surface to a minimum depth of 12 in. (300 mm) below finished grade by disking or tilling.

Add the following to Article 211.06 Clearing Area and Disposal of Surplus Material:

Prior to placing topsoil, compost or compost/topsoil blend, the contractor shall remove all litter (including plastic bags, bottles, rocks, etc.) and plant debris.

Add the following to Article 211.08 Basis of Payment:

Payment shall include all costs for materials, equipment and labor required to complete the work specified herein, including the cost of removing and disposing of any debris.

SUPPLEMENTAL WATERING

Scope: This work will include watering turf, trees, shrubs, vines and perennial plants at the rates specified and as directed by the Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements.

Watering shall be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor shall begin the watering operation within 24 hours of notice. A minimum of 10 units of water per day shall be applied until the work is complete. Damage to plant material that is a result of the Contractor's failure to water in a timely way shall be repaired or replaced at the Contractor's expense.

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

Turf and Perennial Plants: 3 gallons per square yard
Trees: 10 gallons per tree
Shrubs: 3 gallons per shrub
Vines: 2 gallons per vine

Method of Application: A spray nozzle that does not damage small plants shall be used when watering perennial plants or turf. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees, shrubs, and vines if mulch and soil are not displaced by watering. Water shall trickle slowly into soil and completely soak the root zone. The Contractor shall supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement: Supplemental watering will be measured in units of 1000 gallons (3,785 liters) of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

(District 1 RDU, 3/02/06)

WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

Description: This work shall consist of spreading a pre-emergent granular herbicide in areas as shown on the plans or as directed by the Engineer. This item shall be used in mulched plant beds and mulch rings.

Materials: The pre-emergent granular herbicide (Snapshot 2.5 TG or equivalent) shall contain the chemicals Trifluralin 2% active ingredient and Isoxaben with 0.5% active ingredient. The herbicide label shall be submitted to the Engineer for approval at least seventy-two (72) hours prior to application.

Method: The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules are to be applied prior to mulching.

Apply the granular herbicide using a drop or rotary-type spreader designed to apply granular herbicide or insecticides. Calibrate application equipment to use according to manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 100 lbs/acre (112 kg/ha) or 2.3 lbs/1000 sq. ft. (11.2 kg/1000 sq. meters).

Method of Measurement: Pre-emergent granular herbicide will be measured in place in Pounds (Kilograms) of Pre-emergent Granular Herbicide applied. Areas treated after mulch placement shall not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per pound (kilogram) of WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE which price shall include all materials, equipment, and labor necessary to complete the work as specified.

MOWING

Description: This work shall consist of mowing existing grass cover not disturbed by the project or areas that are seeded or sodded. The grass shall be cut to a height of 3 inches. All areas shall be mowed when the height of the grass is 6 inches or when directed by the Engineer. This work shall be done according to the applicable portions of Section 250.06 of the Standard Specification for Road and Bridge Construction.

The Method of Measurement and Basis of Payment will be according to Section 250.09 and 250.10 of the Standard Specification book.

(District 1 05/07/04)

SEDIMENT CONTROL, SILT FENCE

This Special Provision revises Section 280 and Section 1080 of the Standard Specifications for Road and Bridge Construction to eliminate the use of Perimeter Erosion Barrier and create two new items, one for Sediment Control, Silt Fence, and another for Sediment Control, Silt Fence Maintenance.

280.02 Materials. Revise Article 280.02 (f) to read:

“(f) Silt Fence

Article 1080.02”

1080.02 Geotextile Fabric. Add the following to Article 1080.02:

“Sediment Control, Silt Fence fabric shall conform to the specifications of AASHTO M288-00 for Temporary Silt Fence, < 50% elongation, unsupported. This fabric shall be 90 cm (36 in) in width.

Certification. The manufacturer shall furnish a certification with each shipment of silt fence material, stating the amount of product furnished, and that the material complies with these requirements.

Sediment Control, Silt Fence support posts shall be of 5x5 cm (2x2 in) nominal hardwood, a minimum of 1.2 m (48 in) long.”

280.03 Temporary Erosion Control Systems. Delete Article 280.04 (b) and replace with:

“(b) Sediment Control, Silt Fence. This silt fence shall consist of a continuous silt fence adjacent to an area of construction to intercept sheet flow of water borne silt and sediment, and prevent it from leaving the area of construction.

The silt fence shall be supported on hardwood posts spaced on a maximum of 2.4 m (8 ft) centers. The bottom of the fabric shall be installed in a backfilled and compacted trench a minimum of 150 mm (6 in) deep and securely attached to the hardwood post by a method approved by the Engineer. The minimum height above ground for all silt fence shall be 760 mm (30 in).”

280.05 Maintenance. Add the following to Article 280.05:

“Sediment Control, Silt Fence Maintenance shall consist of maintaining silt fence that has fallen down or become ineffective as a result of natural forces. This work shall include the removal of sediment buildup from behind the silt fence when the sediment has reached a level of half the above ground height of the fence, or as directed by the Engineer.

Silt fence damaged by the Contractor’s operations or negligence shall be repaired at the Contractor’s expense, or as directed by the Engineer.”

280.06 Method of Measurement. Revise Article 280.06 (c) to read:

“(c) Sediment Control, Silt Fence. This work will be measured for payment in meters (feet) in place and removed. Silt fence designated not to be removed, by either the plans or the Engineer, will be measured for payment by this item also.

Sediment Control, Silt Fence Maintenance. This work will be measured for payment, each incident, in meters (feet) of silt fence cleaned, reerected, or otherwise maintained.”

280.07 Basis of Payment. Revise Article 280.07 (c) to read:

“(c) Sediment Control, Silt Fence. This work will be paid for at the contract unit price per meter (feet) for SEDIMENT CONTROL, SILT FENCE.

Sediment Control, Silt Fence Maintenance. This work will be paid for at the contract unit price per meter (feet) for SEDIMENT CONTROL, SILT FENCE MAINTENANCE.”

TEMPORARY DITCH CHECKS

This Special Provision revises Section 280 of the Standard specifications for Road and Bridge Construction to eliminate the use of Aggregate Ditch Checks and Hay and Straw Bales for Temporary Ditch Checks.

Delete Paragraphs 2 and 3 of Article 280.04(a) Temporary Ditch Checks.

Add to Article 280.04(a) Temporary Ditch Checks: Temporary Ditch Checks shall be at least 3.66 meters (12 feet) or longer in length.

USE OF RAP FOR TEMPORARY ACCESS ENTRANCES AND/OR AGGREGATE SHOULDERS, TYPE B

Effective: April 1, 2001

Replace the Note in Articles 402.02(a) and 481.02(a) of the Standard Specifications for Road and Bridge Construction with the following:

"Note: Reclaimed asphalt pavement (RAP) may be used as aggregate in surface course for temporary access entrances and/or aggregate shoulders Type B. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed. The RAP shall also meet the following requirements:

One hundred percent of the RAP material shall pass the 37.5 mm (1 1/2 inch) 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."

RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL

Effective: April 1, 2001

Add the following sentence to Article 1004.06 (a) Description of the Standard Specifications for Road and Bridge Construction:

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

Add the following sentence to Article 1004.06 (C) Gradation of the Standard Specifications for Road and Bridge Construction.

"One hundred percent of the RAP when used shall pass the 75mm (3 inch) sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted.

USE OF MULTIPLE PLANTS FOR THE SAME CONSTRUCTION ITEM

The Contractor has the option to simultaneously use central-mixed, or shrink-mixed concrete from more than one plant, in the same construction item. However, the following criteria shall be met:

- a) For each plant, the cement, fly ash, ground granulated blast-furnace slag, microsilica, and high-reactivity metakaolin shall be the same materials and from the same source. This requirement may not be changed by Articles 1001.04, 1010.03, 1014.02, 1015.02, and 1016.02.
- b) For each plant the fine aggregate shall be the same type and gradation.
- c) For each plant the coarse aggregate shall be the same material and from the same source. This requirement may not be changed by Article 1004.02 (e).
- d) For each plant the admixtures shall be the same material and from the same source.
- e) For each plant the mix design material proportions and water/cement ratio shall be the same. 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.
- f) The maximum slump difference between deliveries of concrete shall be 19mm (0.75 in.) 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 test subsequent deliveries of concrete until the tolerance has been met, for each day, the first three truck loads of delivered concrete from each plant shall be tested for slump. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
- g) The maximum air content difference between deliveries of concrete shall be 0.9 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 test subsequent deliveries of concrete, until the tolerance has been met for each day, the first three truck loads of delivered concrete from each plant shall be tested for air content. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.

- h) Compressive strength tests shall be performed and taken at the jobsite for each plant. When a specified compressive strength is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their compressive strength mean shall not exceed 2070 kPA (300 psi). The compressive strength standard deviation for each plant shall not exceed 3450 kPA (500 psi). The mean and standard deviation requirements shall apply to any point of time for testing. Corrective action will be required if the tolerance is exceeded.
- i) 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 tolerance has been met.

If the Contractor does not consistently meet all criteria for providing uniform concrete during construction, the Engineer shall not allow delivery from multiple plants or require the Contractor to take additional corrective action. If the Engineer allows additional corrective action and it is unsuccessful, delivery from multiple plants will not be allowed.

TEMPORARY PAVEMENT

Description: This work shall consist of constructing temporary pavement at the locations shown on the plans or as directed by the Engineer.

The Contractor shall use either Portland cement concrete as outlined in Section 353 and 354 of the Standard Specifications or bituminous concrete according to Section 355, 356, 406 of the Standard Specifications, and the special provisions for Bituminous Base Course/Widening Superpave and Superpave Bituminous Concrete Mixtures. The bituminous 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 bituminous concrete are shown in the plans except for the 4 ft. fill-in piece at the end of Stage 1, which shall be the concrete option only.

Articles 355.10 and 406.21 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement shall conform to Section 440 of the Standard Specifications.

Method of Measurement: Temporary pavement will be measured in place and the area computed in square meters (square yards).

Basis of Payment: This work will be paid for at the contract unit price per square meter (square yard) for TEMPORARY PAVEMENT.

Removal of temporary pavement will be paid for at the contract unit price per square meter (square yard) for PAVEMENT REMOVAL.

SHOULDER RUMBLE STRIPS

Delete the third paragraph of Article 482.06 of the Standard Specifications.

Delete the last two sentences of the fourth paragraph of Article 483.06 of the Standard Specifications.

Description. This work shall consist of constructing rumble strips in concrete and bituminous shoulders.

Equipment. The equipment shall be a self-propelled milling machine with a rotary-type cutting head(s). The cutting head(s) shall be suspended from the machine such that it can align itself with the slope of the shoulder and any irregularities in the shoulder surface. The teeth of the cutting head(s) shall be arranged to provide a smooth cut, with no more than a 3 mm (1/8 in.) difference between peaks and valleys.

Prior to commencement of the work, the Contractor shall demonstrate, to the satisfaction of the Engineer, the ability of the equipment to achieve the desired results without damaging the shoulder.

General Construction Requirements. The rumble strips shall be cut to the dimensions shown on the plans. Guides shall be used to ensure consistent alignment, spacing and depth.

In Portland cement concrete shoulders, rumble strips may be formed according to the details shown on the plans immediately after the application of the final finish.

Rumble strips shall NOT be constructed in shoulders that will carry traffic in a later MOT Stage.

Rumble strips shall be omitted within the limits of structures, entrances, side roads, entrance ramps and exit ramps. In Portland cement concrete shoulders, rumble strips shall not be placed within 6 in. of transverse joints.

Cuttings resulting from this operation shall be disposed of according to Article 202.03 of the Standard Specifications and the shoulders shall be swept clean.

Method of Measurement. This work will be measured for payment in meters (feet) along the edge of pavement. Measurement will include both the cut and uncut (formed and unformed) sections of the shoulder rumble strips with exceptions for bridge decks, approach pavements, turn lanes, entrances and other sections where shoulder rumble strips have been omitted.

Basis of Payment. This work will be paid for at the contract unit price per foot for SHOULDER RUMBLE STRIPS.

(TYLI 1-23-06)

EXTENDED LIFE CONCRETE PAVEMENT (30 YEAR)

Description: This work shall consist of constructing concrete pavement, shoulders and appurtenances of an extended life (30 year) design at locations specified on the plans. Work shall be performed according to the Standard Specifications except as modified herein:

Definitions:

Granular Subbase. The aggregate above the subgrade and below the granular subbase cap.

Granular Subbase Cap. The aggregate above the granular subbase and below the bituminous concrete base.

Bituminous Concrete Base. The bituminous concrete layer above the granular subbase cap and below the pavement.

Embankment: Add the following to Section 205:

“Embankment material shall be approved by the Engineer and shall have a standard laboratory density of not less than 90 lb/cu ft.. It shall not have an organic content greater than ten percent when tested according to AASHTO T 194. Soils that demonstrate the following properties shall be restricted to the interior of the embankment:

A grain size distribution with less than 35 percent passing the #200 sieve.

A plasticity index (PI) of less than 12.

A liquid limit (LL) in excess of 50.

Potential for erosion.

Potential for excess volume change.

Such soils shall be covered on the side and top with a minimum of 3 ft. of soil not characterized by any of the five items above.”

Revise the second paragraph of Article 205.05 to read:

“All lifts shall be compacted to not less than 95 percent of the standard laboratory density.”

Revise the first sentence of the third paragraph of Article 205.05 to read:

“The embankment shall not contain more than 110 percent of the optimum moisture content determined according to AASHTO T 99 (Method C).”

Subgrade Preparation: Add the following to the second paragraph of Article 301.06:

During compaction, the upper 8 in. of the subgrade shall not contain more than 110 percent of the optimum moisture content determined according to AASHTO T 99 (Method C).”

Granular Subbase and Granular Subbase Cap: Revise Article 311.02 to read:

“311.02 Materials. Materials shall meet the requirements of the following Articles of Section 1000 – Materials:

Granular Subbase (Note 1).....1004.04
 Granular Subbase Cap (Note 2)1004.04

Note 1. The quality requirements in Article 1004.04 (b) shall not apply. The granular subbase shall be Subbase Granular Material, Type B, shall be classified as Category III in the Aggregate Gradation Control System (AGCS), and shall meet the following gradation requirements:

| Granular Subbase Gradations | | | | | | |
|---|----------------------------|--------|---------|---------|---------|-------|
| Coarse Aggregate Type | Sieve Size Percent Passing | | | | | |
| | 8 in. | 6 in. | 4 in. | 2 in. | #4 | #200 |
| Crushed Stone, Crushed Slag, and Crushed Concrete | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | | 5 ± 5 |
| Crushed Gravel | | 100 | 90 ± 10 | 55 ± 25 | 30 ± 20 | 5 ± 5 |

The granular subbase shall be well-graded from coarse to fine. Material that is gap-graded or single-sized will not be accepted.

Note 2. The granular subbase cap shall be Subbase Granular Material, Type B and shall be CA 6 gradation. Reclaimed Asphalt Pavement (RAP) meeting Article 1004.07 of the Standard Specifications and having 100% passing the 3 inch sieve and well-graded down through fines may also be used as capping aggregate. RAP shall not contain steel slag or other expansive material. The results of the Department’s tests on the RAP material will be the determining factor for consideration as expansive.

Add the following to Article 311.03:

“(h) Vibratory Roller1101.01 (g)”

Revise Article 311.05(c) to read:

“(c) Subbase Granular Material, Type B. The manner of placing and compacting the material shall be approved by the Engineer prior to starting the work.

The granular subbase shall be constructed in layers not more than 2 ft. thick when compacted. Each layer shall be compacted with a vibratory roller to the satisfaction of the Engineer.

After completion of the granular subbase, the granular subbase cap shall be placed. Each layer shall be compacted with a vibratory roller to the satisfaction of the Engineer.

If the moisture content of the material is insufficient to obtain satisfactory compaction, sufficient water shall be added, at the Contractor's expense, so that satisfactory compaction can be obtained."

Revise that first sentence of the first paragraph of Article 311.08 (b) to read:

"Aggregate used in the granular subbase and granular subbase cap will be measured for payment in square meters (square yards)."

Stabilized Sub Base: This work shall be performed according to the special provision, "Superpave Bituminous Concrete Mixtures". The mixture used shall be the Superpave IL-19.0, N50, 3.0% voids.

Pavement and Shoulders: Add the following to Articles 420.03, 421.03, and 483.03:

"The Contractor shall submit to the Engineer, for approval before paving, the proposed internal type vibrator spacing for the paver. The Contractor shall also provide the proposed vibrator operating frequencies for a paving speed greater than or equal to 3 ft./min. and a paving speed less than 3 ft/min."

Add the following to Article 421.05:

"When the surface temperature, as measured on the surface with a device as approved by the Engineer, of the Stabilized Sub-base is 115°F or greater, the Contractor shall spray the Stabilized Sub-base with a water mist with equipment that meets the approval of the Engineer. The Stabilized Sub-base shall be cooled below 115°F prior to paving on top. The water spray shall not produce excessive water runoff or leave puddles on the Stabilized Sub-base at the time of paving. All cooling shall be completed a minimum of 10 minutes prior to paving. The surface temperature shall be monitored during the paving operation to determine if the Stabilized Sub-base requires re-spraying.

The water used shall meet the requirements of Section 1002."

Portland Cement Concrete:" Revise Article 1020.02 (d) to read:

Revise Article 1020.05 to Read: Fly Ash – Will not be an option to partially replace Portland Cement in Concrete Mixtures, for Class BD, PV, MS, SI, SC and SH

"(d) Coarse Aggregate (Note 1)1004.01 – 1004.02"

Add the following to Article 1020.02:

“Note 1. For pavement, median, curb, gutter, combination curb and gutter and concrete barrier, the freeze-thaw rating expansion limit for the coarse aggregate shall be a maximum of 0.040 percent according to Illinois Modified AASHTO T 161, Procedure B.”

Revise the curing table of Article 1020.13 as follows:

“The curing period for pavement, shoulder, median, curb, gutter and combination curb and gutter shall be a minimum of 7 days.”

Revise the first sentence of the second paragraph of Article 1020.13 (a)(4) to read:

“Membrane curing shall be completed within ten minutes after tining.”

Add the following to Article 1020.14(a):

“Prior to placing concrete, the Contractor shall indicate to the Engineer how the temperature of the concrete mixture will be controlled. If the temperature requirements are not being met, production of concrete shall stop until corrective action is taken. The Contractor will be allowed to deliver concrete already in route to the paving site.”

Method of Measurement: This work shall be measured for payment per sections 200, 300, and 400 of the Standard Specifications.

Basis of Payment: The plans indicate which roadways will be constructed to the 30 year extended life pavement requirements. The cost to construct the roadways to the 30 year extended life pavement requirements will not be paid for separately, but included in the cost of the various items of work.

The additional costs to meet the various Material, Samples, Compaction, Stability, Placing and Trimming requirements for embankment beneath the 30 year extended life pavement will not be measured for payment, but included in the cost of the various items of excavation.

The additional cost to meet the various Material, Equipment, Placing, Stability, Compaction, Trimming, and Finishing requirements for Granular Subbase beneath 30 year extended life pavement will not be paid for separately, but included in the cost per square yard for SUBBASE GRANULAR MATERIAL TYPE B, of the thickness specified. At the option of the Contractor, the trimming of the stabilized subbase will not be required as per Article 311.06 except that the subbase shall be brought to true shape by placing the material in two equal lifts with a grade controlled mechanical paver as approved by the Engineer.

The additional costs to meet the various Material, Placing, Stability, Compaction, Trimming, and Finishing requirements for the bituminous stabilized subbase beneath 30 year extended life pavement will not be paid for separately, but included in the cost per square yard for STABILIZED SUBBASE, of the thickness specified.

The additional costs to meet the various Material, Equipment, Placement, Finishing, Curing, and Sealing requirements for 30 year extended life pavement will not be paid for separately but included in the cost per square yard for CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT, of the thickness specified; per square yard for PORTLAND CEMENT CONCRETE SHOULDER, of the thickness specified; per each for LUG SYSTEM COMPLETE, of the width specified; and per square yard of BRIDGE APPROACH PAVEMENT (SPECIAL).

(District 1 03/18/05)

PAVEMENT REMOVAL (SPECIAL)

This work consists of removing pavement at the locations shown on the plans in accordance with Article 440 of the Standard Specifications except as herein modified. The only type of pavement removal permitted in the designated areas will be by lifting slabs of pavement. The Contractor shall saw cut the pavement full depth into slabs of convenient size which can be lifted into trucks and hauled away from the job site.

The outlining saw cut shall be made prior to breaking any pavement in adjacent lanes, which is done by conventional methods.

Method of Measurement

This work will be measured for payment in square meters (square yards) of pavement surface.

Basis of Payment

This work will be paid for at the contract unit price per square meter (square yard) for PAVEMENT REMOVAL (SPECIAL), which price shall include saw cutting, removing and disposal of the pavement from the job site.

(TY Lin 3/2/2005)

PAVED SHOULDER REMOVAL (SPECIAL)

This work consists of removing paved shoulder at the locations shown on the plans in accordance with Article 440 of the Standard Specifications except as herein modified.

The only type of shoulder removal permitted in the designated areas will be by lifting slabs of pavement. The Contractor shall saw cut the shoulder full depth into slabs of convenient size which can be lifted into trucks and hauled away from the job site.

The outlining saw cut shall be made prior to breaking any adjacent shoulder pavement that is done by conventional methods.

Method of Measurement

This work will be measured for payment in square meters (square yards) of shoulder surface.

Basis of Payment

This work will be paid for at the contract unit price per square meter (square yard) for PAVED SHOULDER REMOVAL (SPECIAL), which price shall include saw cutting, removing and disposal of the shoulder pavement from the job site.

(TY Lin 3/2/2005)

BITUMINOUS SURFACE REMOVAL 1”

Description. This item of work shall consist of the partial removal of the existing bituminous surface in existing Lane 3 along the Dan Ryan as shown on the plans or as directed by the Engineer. This work shall be completed at the conclusion of Stage 1 and before the winter stage and consists of grinding existing pavement to create a straight plane for Lane 3 from lane edge to lane edge. This item also includes the grinding of the temporary concrete pavement that was placed in the outside 4’ of Lane 3, if necessary. The resulting cross slope for Lane 3 shall not exceed 4%. The removal thickness will vary from 0” to 2”. The work shall be performed in accordance with the applicable portions of Section 440 of the Standard Specifications.

General. The existing depth of the bituminous surface generally varies between 5 inches and 8 inches. It shall be the responsibility of the Contractor to determine the thickness of the existing surface. No additional compensation will be allowed because of variations of thickness. The Contractor’s removal methods shall be submitted to the Engineer for approval before the start of work. The removal of any material beyond the limits established will not be measured or paid for and the replacement of material removed shall be as directed by the Engineer at the expense of the Contractor.

Method of Measurement. This item of work will be measured for payment in place and the area computed in square yards.

Basis of Payment. This item of work will be paid at the contract unit price per square yard for BITUMINOUS SURFACE REMOVAL 1” which shall be compensation in full for removing and properly disposing the bituminous surface and for furnishing all labor, equipment, tools and incidentals necessary to complete the work as specified.

(TYLI 1/22/06)

CONCRETE BARRIER

Effective: May 1, 2005

Revised Section 637 of the Standard Specifications to read:

“SECTION 637. CONCRETE BARRIER”

637.01 Description. This work shall consist of constructing a concrete barrier and its base.

637.02 Materials. Materials for concrete barrier and concrete base shall conform to the requirements of the following Articles of Section 1000 – Materials: Except as follows add the following to the coarse aggregate gradation Table of Standard Specification.

In the Coarse Aggregate Gradation table of Article 1004.01(c) of the Standard Specifications, revise the percent passing the 12.5 mm (1/2 inch) sieve for CA7 to a minimum of 45% and CA11 to a minimum of 45%.

The Contractor may combine two or more similar types of Coarse Aggregate sizes consisting of DM7, CM11, CM13, CM14, CM16, provided a CM7 or CM11 is included in the blend.

The Coarse Aggregate used to produce the concrete barrier and base if pour monolithically with the barrier, conform to the superstructure requirements concerning deleterious materials or substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete.

| Item | Article/Section |
|-------------------------------------|------------------------|
| a) Portland Cement Concrete | 1020 |
| b) Tie Bars (Note 1) | 1006.10 (a) (b) |
| c) Dowel Bars | 1006.11 (b) |
| d) Protective Coat | 1023 |
| e) Non-Shrink Grout | 1024 |
| f) Chemical Adhesive | 1027 |
| g) Preformed Expansion Joint Filler | 1051.01 – 1051.08 |

Note 1. Tie bars shall be Grade 400 (Grade 60).

Materials for bituminous concrete base shall conform to the requirements to Article 356.02.

637.03 Equipment. Equipment for concrete barrier shall conform to the requirements of the following Articles of Section 1100 – Equipment.

| Item | Article/Section |
|-----------------------------|------------------------|
| a) Hand vibrator | 1103.17 (a) |
| b) 3 m (10 ft) Straightedge | 1103.17 (h) |

Equipment for Portland cement concrete base shall conform to the requirements of Article 483.03.

Equipment for bituminous concrete base shall conform to the requirements of Article 356.03

CONSTRUCTION REQUIREMENTS

637.04 Barrier Base. The base may be constructed separately or poured monolithically with the barrier. When constructed separately, Portland cement concrete base shall be constructed according to Article 483.04 – 483.06, except the surface shall be finished according to Article 503.09 (a). Bituminous concrete base shall be constructed according to Articles 356.05 and 356.06.

637.05 Anchoring. Barrier shall be anchored to the base by the methods shown on the plans. When tie bars are used, they shall be installed in preformed or drilled holes with a non-shrink grout or chemical adhesive.

637.06 Barrier Construction. Concrete barrier shall be constructed according to the applicable portions of Articles 503.06 and 503.07. Where the horizontal alignment of the concrete barrier is curved, the barrier shall be constructed either on the curved alignment or on chords not more than 3m (10 ft) in length.

When slipformed, the vertical centerline of the barrier shall not vary from the proposed centerline by more than 75 mm (3 in.) nor by more than 13 mm in 3 m (1/2 in. in 10 ft). All surfaces shall be checked with a 3 m (10 ft) straightedge as the concrete exits the slipform mold. Surface irregularities greater than 10 mm in 3 m (3/8 in. in 10 ft) shall be corrected immediately. Continued variations in the barrier surface exceeding 6 mm in 3 m (1/4 in. in 10 ft) will not be permitted and remedial action shall immediately be taken to correct the problem. Any deformations or bulges remaining after the initial set shall be removed by grinding after the concrete has hardened. All holes and honeycombs shall be patched immediately.

637.07 Barrier Transitions. Transitions between barriers of different design shall be constructed according to the details shown on the plans.

637.08 Joints. Joints shall be constructed as shown on the plans and as follows:

- a) Construction Joints. Construction joints shall be constructed in the barrier whenever there is an interruption in the pour of more than 30 minutes.
- b) Expansion Joints. Expansion joints shall be constructed in the barrier and the base in line with expansion joints in the adjacent pavement or shoulder. Expansion joints shall also be constructed at locations where the barrier abuts a rigid structure.

Prior to placing concrete, a light coating of oil shall be uniformly applied to the dowel bars.

- c) Contraction Joints. Contraction joints shall be constructed in the barrier at uniform intervals with a maximum spacing of 6 m (20 ft) or in line with contraction joints in the adjacent pavement or shoulder. Contraction joints shall be formed by a groove 3 mm (1/8 in.) wide by 50 mm (2 in.) deep either formed in the plastic concrete or sawed after the concrete has set.

637.09 Finishing. The surface of concrete barrier shall be finished according to Article 503.16 (a).

637.10 Protective Coat. When required, the top and vertical surfaces of the barrier exposed to traffic shall receive a protective coat. The application of the protective coat shall be according to Article 420.21.

637.11 Method of Measurement. This work will be measured as follows:

- a) Contract Quantities. The requirements for the use of contract quantities shall be according to Article 202.07 (a).
- b) Measured Quantities. New barrier base, both separate and monolithic, will be measured for payment in meters (feet) in place, along the centerline of the base or barrier. The width of the base will be defined as the width of the barrier.

Concrete barrier will be measured for payment in meters (feet) in place, along the centerline of the barrier.

Barrier transitions will be measured for payment in meters (feet) in place, along the centerline of the transition.

Protective coat will be measured for payment according to Article 420.22 (b).

637.12 Basis of Payment. This work will be paid for at the contract unit price per meter (foot) for BARRIER BASE; CONCRETE BARRIER, DOUBLE FACE, of the height specified; CONCRETE BARRIER, DOUBLE FACE, SPECIAL; CONCRETE BARRIER, SINGLE FACE, of the height specified; CONCRETE BARRIER, SINGLE FACE, SPECIAL of the height specified; CONCRETE BARRIER, SINGLE FACE, MODIFIED of the height specified; and CONCRETE BARRIER TRANSITION.

Protective coat will be paid for according to Article 420.23.”

CONCRETE BARRIER REMOVAL

Description:

This work consists of the removal and satisfactory disposal of portions of the existing concrete barrier at the locations shown on the plans or as directed by the Engineer. This work shall be performed in accordance with the applicable portions of Sections 202 and 501 of the Standard Specifications, the details in the plans and as herein specified.

Construction Requirements:

Concrete barrier removal shall be in accordance with the applicable portions of Article 501.03. A typical detail of the existing wall is provided in the plans.

The portion to be removed shall be disposed of in accordance with Article 202.03.

Method of Measurement:

Concrete barrier removal shall be measured in linear feet along the top of the barrier.

Basis of Payment:

This work shall be paid for at the contract unit price per foot, for CONCRETE BARRIER REMOVAL which price shall be payment in full for all labor, tools, equipment and materials necessary to remove and dispose of the concrete barrier as specified herein.

BACKFILLING STORM SEWER UNDER ROADWAY

Effective: September 30, 1985

Revised: July 2, 1994

For storm sewer constructed under the roadway, backfilling methods two and three authorized under the provisions of Article 550.07 will **not** be allowed.

CONCRETE MEDIAN SURFACE, 6" (SPECIAL)

Description: This work shall consist of coloring, patterning, sealing, and placing concrete median surface at locations shown in the plans or as directed by the Engineer. This work shall be in accordance with the applicable sections of Section 606 of the Standard Specification, except modified herein. This work is specialized concrete finishing work requiring experienced concrete finishers.

The work also includes the placement and compaction of aggregate fill in accordance with Article 606.08 at the locations shown on the plans

The concrete median surface shall be integrally colored brick red, patterned, and sealed in accordance with the following:

Materials. Materials for the concrete median surface shall meet the following requirements.

- (a) Integrally Colored Concrete. Integrally colored concrete shall be according to Section 1020 of the Standard Specification for Class SI concrete except as follows.

| | |
|--------------------|--|
| Article 1020.04 | The allowable water/cement ratio range shall be 0.40 minimum to 0.44 maximum. |
| Article 1020.04 | The allowable slump range shall be 75 mm (3 in.) minimum to 125 mm (5 in.) maximum. |
| Article 1020.04 | The allowable coarse aggregate gradations shall be CA 11, CA 13, CA 14, and CA 16. |
| Article 1020.05(b) | A calcium chloride accelerating admixture shall not be used. |
| Article 1020.05(b) | The cement factor shall not be reduced if a water-reducing or high range water-reducing admixture is used. |

Article 1020.05(c) Fly ash shall not be used.

Article 1020.05(k) Ground granulated blast-furnace slag shall not be used.

Article 1020.11 Pigment for integrally colored concrete shall be added to the concrete and mixed per the Manufacturer's recommendation.

Article 1020.13 The curing method shall be Type I membrane curing.

Article 1020.13. The protection method shall be according to Article 1020.13(e)(1) and the protection period shall be 96 hours. No material, including the insulating material, shall be placed in direct contact with the concrete surface.

- (b) Pigment for Integrally Colored Concrete. The pigment shall meet the requirements of ASTM C 979, match color number 30166 of Federal Standard 595, and be on the Department's Approved List of Pigments for Integrally Colored Concrete. The color shall meet the approval of the District One Landscape Architect, Rick Wanner (847-705-4172) prior to ordering.
- (c) Release Agent for Concrete Stamping Tools. The release agent shall be according to the stamping tool manufacturer's recommendations and shall be a medium gray liquid that will evaporate. It shall not harm the concrete, and it shall allow the application of Type I membrane curing. The releasing agent shall meet the approval of the District One Landscape Architect, Rick Wanner (847-705-4172) prior to ordering
- (d) Patterning for the Concrete Median Surface 6" (Special) shall be stamped into the concrete median surface. The texture shall be applied in a running bond brick pattern in a direction perpendicular to the mainline travel lanes. The size of the bricks used in the pattern shall be approximately 4" wide by 8" long (+/-1/2). The brick pattern shall be approved by the District One Landscape Architect, Rick Wanner (847-705-4172) prior to ordering. Application shall be done in accordance with the manufacturer's recommendations.
- (e) The tamper shall be according to the manufacturer's recommendations for the brick pattern being used.
- (f) Sealer. A lacquer base acrylic sealer shall be applied to the surface with three (3) light even coats of a premium stain resistant waterbase. Application shall be done in accordance with the manufacturer's recommendations.

CONSTRUCTION REQUIREMENTS

Stamping. The concrete shall be placed and finished according to Article 424.06 except the area to be stamped shall not be brushed. When the bleed water has been absorbed, stamping shall begin. The entire width of the concrete median surface shall be stamped at the same time. A single stamp or a combination of stamps may be used.

Prior to placing the stamp on the concrete, the stamp shall be coated with the release agent. When recommended by the manufacturer, the release agent shall also be applied to the concrete surface. Once the stamp has been placed on the concrete median surface, it shall remain down until the stamping is complete.

The entire area of the stamp shall be tamped with a short, slow, repetitive action such that the depth of the stamped area between the bricks shall be 1/2 inch to 5/8 inch. The surface of the concrete pattern shall be high enough so that water will drain out of the groves between the brick patterns. Stepping or walking on the stamp will not be allowed.

When stamping is complete, the stamp shall be removed and the concrete cured.

Method of Measurement: Concrete Median Surface, 6" (Special) will be measured for payment in place, and the area computed in square feet. Aggregate fill shall not be measured for payment, but shall be included in the cost of the Concrete Median Surface, 6" (Special).

Basis of Payment: This work will be paid for at the contract unit price per square foot for CONCRETE MEDIAN SURFACE, 6" (SPECIAL).

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: October 1, 1995

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

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

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

STANDARDS

- 701101 - Off-Road Operations, Multilane, Less Than 4.5 m (15') Away,
For Speeds \geq 45MPH
- 701400 - Approach To Lane Closure, Freeway/Expressway
- 701401 - Lane Closure, Freeway/Expressway
- 701402 - Lane Closure, Freeway/Expressway, With Barrier
- 701411 - Lane Closure Multilane At Entrance Or Exit Ramp For Speeds \geq 45 MPH
- 701426 - Lane Closure Multilane Intermittent Or Moving Oper. For Speeds \geq 45 MPH
- 701446 - Two Lane Closure, Freeway/Expressway
- 702001 - Traffic Control Devices
- 704001 - Temporary Concrete Barrier

DETAILS

- TC-8 Freeway Entrance and Exit Ramp Closure Details
- TC-9 Traffic Control Details For Freeway Single and Multi-Lane Weave
- TC-12 Multi-Lane Freeway Pavement Marking Details
- TC-16 Pavement Marking Letters And Symbols for Traffic Staging
- TC-17 Traffic Control Details For Freeway Shoulder Closures and Partial Ramp
Closures
- TC-18 Signing For Flagging Operations At Work Zone Openings

SPECIAL PROVISIONS

- Maintenance of Roadways
- Advanced Public Notification
- Keeping the Expressway Open to Traffic
- Traffic Control Surveillance (Expressways)
- Failure to Open Traffic Lanes To Traffic
- Failure to Open Ramps on Time
- Staging and Interchange Restrictions
- Traffic Control and Protection (Expressways)
- Traffic Control and Protection for Temporary Detour
- Traffic Control For Work Zone Areas
- Temporary Information Signing
- Changeable Message Signs
- Traffic Control Deficiency Deduction (BDE)

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

Whenever work is in progress on or adjacent to an expressway, the Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards and the District Freeway details. All Contractor's personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer (847-705-4151) twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on workweek of Monday through Friday and shall not include weekends or Holidays.

LOCATION: I-94 Dan Ryan (71st to South of 95th)

Prior to or after Stage Construction (when 4 lanes are open to traffic), Temporary One (1) and Two (2) Lane Closures will be permitted during the hours listed below:

| WEEK NIGHT | TYPE OF CLOSURE | ALLOWABLE LANE CLOSURE HOURS | |
|----------------------|-----------------|------------------------------------|------------------------------------|
| | | INBOUND | OUTBOUND |
| Sunday thru Thursday | One Lane | 8:00 p.m. - 5:00 a.m. | 9:00 p.m. - 6:00 a.m. |
| | Two Lanes | 10:00 p.m. - 5:00 a.m. | 12:01 a.m. - 6:00 a.m. |
| Friday | One Lane | 8:00 p.m. (Fri) - 6:00 a.m. (Sat) | 9:00 p.m. (Fri) - 7:00 a.m. (Sat) |
| | Two Lanes | 11:00 p.m. (Fri) - 6:00 a.m. (Sat) | 12:01 a.m. (Sat) - 7:00 a.m. (Sat) |
| Saturday | One Lane | 8:00 p.m. (Sat) - Noon (Sun) | 9:00 p.m. (Sat) - Noon (Sun) |
| | Two Lanes | 11:00 p.m. (Sat) - 9:00 a.m. (Sun) | 12:01 a.m. (Sun) - 9:00 a.m. (Sun) |

During Stage Construction (when 3 lanes are open to traffic), Temporary One (1) Lane Closures will be permitted during the hours listed below:

| WEEK NIGHT | TYPE OF CLOSURE | ALLOWABLE LANE CLOSURE HOURS | |
|----------------------|-----------------|------------------------------------|------------------------------------|
| | | INBOUND | OUTBOUND |
| Sunday thru Thursday | One Lane | 10:00 p.m. - 5:00 a.m. | 12:01 a.m. - 6:00 a.m. |
| Friday | One Lane | 11:00 p.m. (Fri) - 6:00 a.m. (Sat) | 12:01 a.m. (Sat) - 7:00 a.m. (Sat) |
| Saturday | One Lane | 11:00 p.m. (Sat) - 9:00 a.m. (Sun) | 12:01 a.m. (Sun) - 9:00 a.m. (Sun) |

During Stage 2, closure of the local lane will not be permitted.

IN ADDITION TO THE HOURS NOTED ABOVE, TEMPORARY SHOULDER AND PARTIAL RAMP CLOSURES ARE ALLOWED WEEKDAYS BETWEEN 9:00 A.M. AND 3:00 P.M.

Narrow lanes and permanent shoulder closures **will not** be allowed between December 1st and March 1st.

Full Expressway Closures will only be permitted for a maximum of 15 minutes at a time during the low traffic volume hours of **1:00 a.m. to 5:00 a.m.** Monday through Friday and from **1:00 a.m. to 7:00 a.m.** on Sunday. During Full Expressway Closures, the Contractor will be required to close off all lanes except one. Police forces shall be notified and requested to close off the remaining lane at which time the work item shall be removed or set in place. The District One Traffic Operations Department **shall be** notified (847-705-4151) at least 3 working days (weekends and holidays DO NOT count for this 72 hours notification) in advance of the proposed road closure and will coordinate the closure operations with police forces.

All stage changes requiring the stopping and/or the pacing of traffic shall take place during the allowable hours for Full Expressway Closures and shall be approved by the Department.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer.

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures within three (3) miles of each other in one direction of the expressway shall be on the same side of the pavement. Lane closures on the same side of the pavement with a half (1/2) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at the locations approved by the Engineer.

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)

Effective: 3/8/96 Revised: 02/9/05

This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

GENERAL

The governing factor in the execution and staging of work for this Contract is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

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

The Contractor shall coordinate all traffic control work on this Contract with adjoining or overlapping Contracts, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this Contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Signs

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. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. 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".

Exit Gore Signs

The exit gore signs as shown in Standard 701411 shall be a minimum size of 1.2m (48 inch) by 1.2m (48 inch) with 300mm (12 inch) capital letters and a 500mm (20 inch) arrow.

Rough Grooved Surface Signs

The Contractor shall furnish and erect "Rough Grooved Surface" signs (W8-1107) on both sides of the expressway, 300m (1000 ft.) in advance of any milled area. These signs shall be erect on both sides of all ramps that enter the milled area. All signs shall be mounted at a minimum clearance height of 2.1m (7 ft.).

Drums/Barricades

Check barricades shall be placed in work areas perpendicular to traffic every 300m (1000 ft.), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with the flashing light.

To provide sufficient lane widths (3m [10 ft.] minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades with steady burn lights, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

Vertical Barricades

Vertical barricades shall not be used in lane closure tapers, lane shifts, and exit ramp gores. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.

Temporary Concrete Barrier Wall

Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic and the top of all temporary concrete barrier walls. These reflectors shall be placed at 50-foot centers along tangents and at 25-foot centers on curves. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).

Method of Measurement: This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701101, 701400, 701401, 701411, 701426 and 701446 will be included with this item.

Basis of Payment:

- a) This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, replace, relocate, and remove all Expressway traffic control devices required in the plans and specifications.

In the event the sum total value of all the work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract lump sum bid price for Traffic Control and Protection will be adjusted as follows:

$$\text{Adjusted contract price} = .25P + .75P [1+(X-0.1)]$$

Where "P" is the bid unit price for Traffic Control and Protection:

$$\text{Where "X" = } \frac{\text{Difference between original and final sum total value of all work items for which traffic control and protection is required.}}{\text{Original sum total value of all work items for which traffic control and protection is required.}}$$

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, which require use of Traffic Control and Protection.

- b) The Engineer may require that additional traffic control be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs 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 will be in accordance with Article 109.04 of the Standard Specifications.
- c) 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. Revisions or modifications to the traffic control shown in the Contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.
- d) Temporary concrete barrier wall will be measured and paid for according to Section 704.

Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.

All temporary pavement markings will be measured and paid for according to Section 703 and Section 780.

All pavement marking removal will be measured and paid for according to Section 703 or Section 783.

Temporary pavement marking at the base of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 6".

All prismatic barrier wall reflectors will be measured and paid for according to Section 782.

TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS

The Contractor shall provide a person with a vehicle to survey, inspect and maintain all temporary traffic control devices when a lane is closed to traffic and when hazards are present adjacent to or within 10 ft. of the edge of pavement for more than 24 hours.

The surveillance person is required to drive through the Contract, to inspect all temporary traffic control devices, to correct all traffic control deficiencies, if possible, or immediately contact someone else to make corrections and to assist with directing traffic until such corrections are made, at intervals not to exceed 4 hours. This person shall list every inspection on an inspection form, furnished by the Engineer, and shall return a completed form on the first working day after the inspections are made.

The Contractor shall supply a telephone number staffed on a 24-hour-a-day basis to receive any notification of any deficiencies regarding traffic control and protection or receive any request for improving, correcting or modifying traffic control, installations or devices, including pavement markings. The Contractor shall dispatch additional labor, materials and equipment as necessary to correct, improve or modify the traffic control as directed, within one hour of notification by this surveillance person or by the Department. Upon completion of such corrections and/or revisions, the Contractor shall notify the Department's Communication Center at (847) 705-4612.

Method of Measurement: Traffic Control Surveillance, Expressways will be measured on a calendar day basis. One calendar day is equal to a minimum of six (6) inspections. The inspections shall start within 4 hours after the lane is closed to traffic or a hazard exists within 10 ft. from the edge of pavement and shall end when the lane closure or hazard is removed.

Basis of Payment: Surveillance will be paid for at the contract unit price per calendar day or fraction thereof for TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS. The price shall include all labor and equipment necessary to provide the required inspection and maintenance on the expressway and on all cross streets and frontage roads, which are included in the Contract area, as determined by the Engineer. The cost of the materials for the maintenance of traffic control devices shall be included in the traffic control pay items.

TRAFFIC CONTROL FOR WORK ZONE AREAS

Effective: 9/14/95 Revised: 1/30/03

Work zone entry and exit openings shall be established daily by the Contractor with the approval of the Engineer. All vehicles including cars and pickup trucks shall exit the work zone at the exit openings. All trucks shall enter the work zone at the entry openings. These openings shall be signed in accordance with the details shown elsewhere in the plans and shall be under flagger control during working hours.

The Contractor shall plan his trucking operations into and out of the work zone as well as on to and off the expressway to maintain adequate merging distances. Merging distances to cross all lanes of traffic shall be no less than 1/2 mile. This distance is the length from where the trucks enter the expressway to where the trucks enter the work zone. It is also the length from where the trucks exit the work zone to where the trucks exit the expressway. The stopping of expressway traffic to allow trucks to change lanes and/or cross the expressway is prohibited.

Failure to comply with the above requirements will result in a Traffic Control Deficiency charge. The deficiency charge will be calculated as outlined in the special provision for "TRAFFIC CONTROL DEFICIENCY DEDUCTION". The Contractor will be assessed this daily charge for each day a deficiency is documented by the Engineer.

TEMPORARY INFORMATION SIGNING

Description:

This work shall consist of furnishing, installing, maintaining, relocating for various stages of construction and eventually removing temporary information signing. Included in this item may be ground mount signs, signs on temporary stands, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing and/or proposed signs.

Materials:

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

| | <u>Item</u> | <u>Article/Section</u> |
|-----|-------------------------|------------------------|
| a.) | Sign Base (Notes 1 & 2) | 1090 |
| b.) | Sign Face (Note 3) | 1091 |
| c.) | Sign Legends | 1092 |
| d.) | Sign Supports | 1093 |
| e.) | Overlay Panels (Note 4) | 1090.01 |

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

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

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1084.02(b).

Note 4. The overlay panels shall be 2 mm (0.08 inch) thick.

Installation:

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs, which are placed along the expressway shoulder and/or within the construction zone, shall be installed according to the requirements of Article 702.05 and Article 720.04. The signs shall be 7 ft. above the near edge of the pavement and shall be a minimum of 2 ft. beyond the edge of the paved shoulder. A minimum of two posts per sign shall be used.

The attachment of temporary signs to the existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs, which are placed on overhead bridge structures, shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement:

This work shall be measured for payment in square feet edge to edge (horizontally and vertically) of the sign.

All hardware, posts, supports, brackets, bases for ground mounted signs, and connections, which are required for mounting these signs shall be included as part of this pay item.

Basis of Payment:

This work shall be paid at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

STAGING AND RAMP RESTRICTIONS

Prior to the actual beginning and completion of the various stages of construction and traffic protection, the Contractor shall be required to provide lane closures and barricade systems, for preparation work such as pavement marking removal, temporary lane marking, placing temporary concrete barrier, etc. These lane closures and barricade systems, including barricades, drums, cones, lights, signs, flaggers, etc. shall be provided in accordance with details in the plans and these Special Provisions and as approved by the Engineer. The cost of this work will not be paid for separately but shall be considered included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, EXPRESSWAYS.

Coordination will be required with, as a minimum, Contract 62593 (23), Contract 62304 (20), Contract 60B18 (23C) which will all be constructed at the same time.

Ramp Closures

Under the Maintenance of Traffic (MOT) Plan for this Contract during Stage 1, the Contractor will be permitted to close ramps one time for a limited time period with the restrictions as noted below under Special Ramp Closure Restrictions.

Prior to and after Stage 1 construction, temporary closures of ramps will only be permitted at night during the allowable hours listed for two-lane closures.

For all entrance ramp closures, the Contractor shall furnish and install detour signs and the appropriate shields as shown on the plans. These signs shall be paid as TEMPORARY INFORMATION SIGNING.

The Contractor shall submit to the Department in writing the starting date for each of the extended ramp closures. Approval from the Department is required prior to closing the ramp. Should the Contractor fail to complete the work and reopen the ramp to traffic within the allowable time limit, the Contractor shall be liable to the Department for liquidated damages as noted under the Special Provision, "Failure to Open Ramps on Time".

Special Ramp Closure Restrictions

1. The Contractor shall stage and coordinate the work such that no two (2) adjacent NB entrance ramps are closed at the same time.
2. The Contractor shall stage and coordinate the work such that no two (2) adjacent NB exit ramps are closed at the same time.
3. The NB 67th Street Exit Ramp shall remain open at all times.
4. Ramps can be opened across the gore by using temporary pavement if necessary prior to completing the ramp terminal.
5. Each ramp can only be closed once during Stage 1.

6. Each ramp can be closed for a maximum time period of 45 calendar days during Stage 1.

(T Y Lin 11/28/05)

FAILURE TO OPEN RAMPS ON TIME

Should the Contractor fail to complete the work within the allowable time for each full closure of the entrance and exit ramps as specified in the Special Provision "Staging and Ramp Restrictions", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$ 1,500.00 not as a penalty but as liquidated damages, for each calendar day or portion thereof of overrun in the allowable time period for each closure.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

REMOVE, STORE AND RE-ERECT SIGN PANEL

Description: This work shall consist of removing, storing and re-erecting existing sign panels on existing truss-mounted or bridge-mounted sign structures.

General Requirements: The existing sign panel shall be removed and stored in an area where it will not be damaged. Prior to the re-erection of the existing sign panels, the Engineer shall inspect the panels for any damage. Any damaged sign panel shall be replaced by the Contractor at the Contractor's own expense. The existing sign panels shall be re-erected using existing brackets according to the details shown on the plans or as directed by the Engineer. If existing brackets are damaged, new brackets shall be provided at the Contractor's own expense. Any new sign support brackets or re-drilling of existing brackets shall be provided as necessary at the Contractor's own expense.

Method of Measurement: This work shall be measured for payment in square feet edge to edge (horizontally and vertically) of existing sign panel.

Basis of Payment: This work will be paid for at the contract unit price per square feet for REMOVE, STORE AND RE-ERECT SIGN PANEL.

SUPER-HIGH EFFICIENCY FULL CUBE RETROREFLECTIVE SHEETING

Description: This work shall consist of providing and applying flexible colored Super-High Efficiency Full Cube Retroreflective Sheeting (DG cubed Series 4000, ASTM XI sheeting) or equivalent sheeting to all Type 3 sign panels. The sheeting shall consist of full cube prismatic lens elements with a distinctive interlocking diamond seal pattern visible from the face of a smooth surface. The work shall be done in accordance with this special provision, the applicable portions of Section 720 and Section 1091 of the Standard Specifications and/or as directed by the Engineer.

Materials: The sheeting 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 color requirements of ASTM D 4956.

The retroreflective sheeting shall have the minimum brightness values shown in Table 1 (below) for the type and color of material specified. The reflective intensity shall be determined by the procedures described in ASTM E 810.

In determining the Coefficient of Retroreflection the observation angles shall be 0.2°, 0.5°, 1.0° and the entrance angles shall be -4° and 30°.

Table I – Extracted from ASTM D 4956 Proposed Type XI
 Minimum Coefficient of Retroreflection
 (cd/lux/m²)

| White | -4 | 30 |
|-------|-----|-----|
| 0.2 | 570 | 215 |
| 0.5 | 400 | 150 |
| 1.0 | 120 | 45 |

| Blue | -4 | 30 |
|------|----|----|
| 0.2 | 45 | 28 |
| 0.5 | 32 | 16 |
| 1.0 | 9 | 6 |

| Yellow | -4 | 30 |
|--------|-----|-----|
| 0.2 | 425 | 160 |
| 0.5 | 300 | 112 |
| 1.0 | 90 | 34 |

| FYG | -4 | 30 |
|-----|-----|-----|
| 0.2 | 455 | 170 |
| 0.5 | 320 | 120 |
| 1.0 | 96 | 36 |

| Red | -4 | 30 |
|-----|-----|----|
| 0.2 | 114 | 43 |
| 0.5 | 80 | 30 |
| 1.0 | 24 | 9 |

| FY | -4 | 30 |
|-----|-----|-----|
| 0.2 | 340 | 130 |
| 0.5 | 240 | 90 |
| 1.0 | 72 | 27 |

| Green | -4 | 30 |
|-------|----|-----|
| 0.2 | 57 | 21 |
| 0.5 | 40 | 15 |
| 1.0 | 12 | 4.5 |

| FO | -4 | 30 |
|-----|-----|----|
| 0.2 | 200 | 75 |
| 0.5 | 140 | 52 |
| 1.0 | 42 | 16 |

The reflective sheeting shall be processed and applied directly to properly prepared sign bases according to the sheeting manufacturer's recommended procedures. The reflective material shall be weather resistant and, following cleaning, shall show no appreciable discoloration, cracking, crazing, blistering, or dimensional change and shall meet the requirements shown in the above table when exposed to the corresponding hours of accelerated weathering as described under Testing.

The sheeting shall comply with the requirements contained in ASTM D 4956-04 Sections 6.6, 6.8 and 6.9 for shrinkage, liner removal and adhesion and with the supplementary requirements contained in Section S1 of ASTM D 4956-04 for fungus resistance.

Testing: The sheeting shall be applied to test panels in accordance with ASTM D 4956-04, Section 7.2 and the test conditions shall conform to ASTM D 4956-04 Section 7.1. Three samples of retroreflective sheeting applied to test panels and conditioned in accordance with ASTM testing procedures shall each first have their photometric properties characterized by measuring the coefficients of retroreflection in accordance with ASTM E 810 at all test geometries shown in Table I. These panels shall then be exposed in an air circulating oven at $160 \pm 5^{\circ}\text{F}$ ($71 \pm 3^{\circ}\text{C}$) for a period of 24 hours. After exposure the panels shall be allowed to condition according to the provisions. These panels will again be characterized for photometric properties by measuring the coefficients of retroreflection at all test geometries measured before exposure. The coefficients of retroreflection measured after exposure shall be between 85% and 115% of the values measured before exposure for each of the three samples.

The retroreflective sheeting shall be designed to work in concert with recommended imaging systems. Color processing with compatible transparent and opaque process colors shall be possible in accordance with the sheeting manufacturer's recommendation at temperatures of 60° to 100°F (16° to 38°C) and relative humidity of 20% to 80%. The sheeting shall be heat resistant and permit force curing without staining of applied or unapplied sheeting at temperatures recommended by the sheeting manufacturer.

Certification: The Contractor shall provide certification from an independent testing laboratory approved by the Department stating that the material to be furnished meets the requirements herein specified and per the requirements of Section 1091.02 of the Standard Specifications. The sheeting manufacturer shall also submit with each lot or shipment, a certification that states the material supplied will meet all the requirements listed herein. In addition, the sheeting manufacturer shall guarantee their product.

General: The Department also reserves the right to inspect any completed sign face and reject any or all signs if the inspection indicates failure to meet these specifications.

All signs shall be fabricated such that the copy or text is applied in the preferred orientation for maximum angularity per the sheeting manufacturer's recommendations. The background sheeting and the legend shall be of compatible material provided by the same manufacturer. The legend shall be direct applied to extrusions and bid accordingly.

The Contractor shall place the date on each sign that the sheeting is applied in accordance with Article 720.03 of the Standard Specifications, or as directed by the Engineer. This date shall constitute the start of the field performance obligation period.

Basis of Payment: The Super-High Efficiency Full Cube Retroreflective Sheeting will not be measured or paid for separately but is considered included as part of the pay item for SIGN PANEL, TYPE 3. All necessary requirements for the sheeting, as outlined above, shall be included in the contract unit price per square meter (square foot) for SIGN PANEL, TYPE 3.

CHANGEABLE MESSAGE SIGNS

This item shall be as contained in the Special Provision for "Portable Changeable Message Signs" except as follows:

Four (4) signs will be required for this contract. The signs shall be located as directed by the Engineer.

SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING

Description:

This work shall consist of cleaning sediment out of a drainage structure inlet filter when directed by the Engineer. This cleaning work is to be periodically performed as directed by the Engineer, for the duration of the use of each drainage structure inlet filter assembly. The Engineer will be sole judge of the need for cleaning, based on the rate that debris and silt is collected at each inlet filter location.

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

Method of Measurement:

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

Basis of Payment:

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

CONSTRUCTION AIR QUALITY - DUST CONTROL

Description. This work shall consist of developing and implementing a detailed Dust Control Plan (DCP). Development of a DCP is required in "Non-Attainment" and "Maintenance" areas, per Article 107.36 of the Standard Specifications. All construction activities shall be governed by the DCP. The nature and extent of dust generating activities, and specific control techniques appropriate to specific situations shall be discussed at the pre-construction meeting, with subsequent development of the DCP to include but not be limited to the requirements below.

The Contractor is responsible for the control of dust at all times during the duration of the Contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays. This work shall be considered complete after the completion of all permanent erosion control measures required for the Contract, and after all temporary and permanent seeding has taken place. Work on this Contract shall be conducted in a manner that will not result in generating excessive air borne particulate matter (PM) or nuisance dust conditions.

The DCP shall include legible copies of the product literature and Material Safety Data Sheets for dust suppression agents and stabilizers the Contractor proposes to use. The Dust Control Plan shall involve the implementation of control measures before, during and after conducting any dust generating operation. These controls must be in place on non-working days and after working hours, not just while work is being done on the site. The Dust Control Plan must contain information specific to the Contract site, proposed work, and dust control measures to be implemented. A copy of the Dust Control Plan must be available on the Contract site at all times.

The Dust Control Plan must contain, at a minimum, all of the following information:

Name, address and phone number of the person(s) responsible for the dust generating operation and for the submittal and implementation of the Dust Control Plan.

A drawing specifying the site boundaries of the Contract with the areas to be disturbed, the locations of the nearest public roads, and all planned exit and entrance locations to the site from any paved public roadways.

Control measures to be applied to all actual and potential fugitive dust sources before, during and after conducting any dust generating operation, including non-work hours and non-work days.

A list of dust suppressants to be applied, including product specifications, Material Safety Data Sheets, and product label instructions that include the method, frequency and intensity of applications; and information on the environmental impacts and approval or certifications related to the appropriate and safe use for ground applications.

A contingency plan consisting of at least one contingency measure for each activity occurring on the site in case the primary control measure proves inadequate.

The Contractor shall submit two copies of the DCP that outlines in detail the measures to be implemented by the Contractor complying with this section, including prevention, cleanup, and other measures at least 14 days before beginning any dust generating activity. The Contractor shall not begin any dust generating activities until the Engineer approves the DCP in writing. Failure to comply with the DCP or provisions herein will subject the Contractor to an "Environmental Deficiency Deduction," as outlined below.

Materials

1. Dust Suppression Agents

Dust suppression agents shall be water soluble, non-toxic, non-reactive, non-volatile, and non-foaming. The use of petroleum for dust control is prohibited.

Calcium Chloride shall conform to the requirements of Article 1013.01 of the Standard Specifications. Other commercially available dust suppression agents may be substituted for calcium chloride subject to the approval of the Engineer. Material Safety Data Sheets shall be reviewed and approved by the Engineer prior to the use of any substances other than Calcium Chloride.

Water shall meet the requirements of Article 1002 of the Standard Specifications.

2. Soil stabilizers shall consist of seed and mulch meeting the requirements of Article 1081.06 (a) (2) and (3).

3. Covers for stockpiles shall be commercially available plastic tarps, or other materials approved by the Engineer.

Construction Methods. Dust suppression agents shall be used to provide temporary control of dust on haul roads and other active work areas. Several applications per day may be necessary to control dust depending upon meteorological conditions and work activity. The Contractor shall apply dust suppression on a routine basis as necessary or as directed by the Engineer to control dust. Wet suppression consists of the application of water or a wetting agent in solution with water. Wetting agents shall not be applied directly to live plant material. Wet suppression equipment shall consist of sprinkler pipelines, tanks, tank trucks or other devices approved by the Engineer, capable of providing a regulated flow, uniform spray and positive shut off.

Calcium chloride dust suppression agents may be used in lieu of wet suppression only when freezing conditions exist. Calcium chloride shall be uniformly applied by a mechanical spreader at a rate of 1 and 1/2 pounds per square yard or its equivalent liquid, unless otherwise directed by the Engineer. Calcium chloride shall not be directly applied to live plant material.

Calcium chloride shall not be stored outdoors without an impermeable cover. Storage shall be on an impermeable surface such as paved asphalt or appropriately treated concrete of sufficient thickness to avoid exfiltration. Storage shall be as airtight as possible to limit the calcium chloride's absorbing moisture from the air. No storage facilities shall be allowed within 100 ft. of a storm sewer, or any other drain. Positive drainage shall be maintained on all treated surfaces. Ditches, culverts and other structures shall be kept clean to ensure proper drainage and to limit the amount of water infiltrating earth surfaces and thereby leeching out chlorides. If calcium chloride is applied dry, or during dry periods, and crystals are seen on the road surface, the road shall be wetted sufficiently to dissolve the calcium chloride. Wetting shall be limited to an amount that will sufficiently cause the calcium chloride to penetrate the surface but not to the point of causing any runoff from the road surface. Other approved dust suppression agents shall be applied and used as per the manufacturer's instructions.

Haul truck cargo areas shall be securely covered during the transport of materials on public roadways that are prone to cause dust.

Public Roadway Dust Control. Track out, including carryout and spillage of material that adheres to the exterior surfaces of or are spilled from motor vehicles and/or equipment and subsequently fall onto a paved public roadway shall be controlled at all times. Clean up of carryout and spillage is required immediately if it extends a cumulative distance of 50 ft. or more on a paved public roadway. If the extent of carryout is less than 50 ft., clean up at the end of the day shall be permissible. Clean up of paved surfaces shall be by a wet spray power vacuum street sweeper. Dry power sweeping shall be prohibited.

Control of Earthwork Dust. During batch drop operations (i.e. earthwork with a front-end loader, clamshell bucket, or backhoe), the free drop height of excavated or aggregate material shall be reduced to minimum heights as necessary to perform the specified task, and to minimize the generation of dust. To prevent spills during transport, a minimum of 2 inches of freeboard

space shall be maintained between the material load and the top of the truck cargo bed rail. A maximum drop height of two feet (or minimum height allowed by equipment) shall be allowed, or to heights as directed by the Engineer.

Control of Dust on Stockpiles and Inactive Work Areas. The Contractor shall use the following methods to control dust and wind erosion of stockpiles and inactive areas of disturbed soil:

Dust suppression agents shall be used during active stockpile load-in, load-out, and maintenance activities.

Soil stabilizers (hydraulic or chemical mulch) shall be applied to the surface of inactive stockpiles and other inactive areas of disturbed soil. Final grading and seeding of inactive areas shall occur immediately after construction activity is completed in an area and as directed by the Engineer.

Plastic tarps may be used on small stockpiles, secured with sandbags or an equivalent method approved by the Engineer, to prevent the cover from being dislodged by the wind. The Contractor shall repair or replace the covers whenever damaged or dislodged at no additional cost.

Method of Measurement. All measuring devices shall be furnished by the Contractor and approved by the Engineer.

Calcium chloride and other approved dust suppression agents shall be mixed with water at the rate specified by the manufacturer and measured for payment in units of 1000 Gallons of solution applied.

The application of soil stabilizers shall be measured by weight (pounds) of soil stabilizer. The soil stabilizer will then be added to water to form a solution in accordance with the manufacturer's recommendation.

All other dust control measures will not be measured for payment.

Basis of Payment. The application of dust suppression agents shall be paid for at the contract unit price per unit for APPLYING DUST SUPPRESSION AGENT.

Soil stabilizers will be paid for at the contract price per pound for SOIL STABILIZERS.

All other dust control measures will not be paid for directly but shall be considered as included in the various items involved and no additional compensation will be allowed.

CONSTRUCTION AIR QUALITY—DIESEL VEHICLE EMISSIONS CONTROLS

Description. The reduction of emissions of Carbon Monoxide (CO), Hydrocarbons (HC), Nitrogen Oxides (NOx), and Particulate Matter (PM) will be accomplished by installing Retrofit

Emission Control Devices and/or by using cleaner burning diesel fuels. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 Horsepower (HP) and above, to be used on the Contract site for any length of time, (including any "rented" or "rental" equipment).

All Contractor and Sub-Contractor diesel powered equipment with engine horsepower (HP) ratings of 50 HP and above, that are on the Contract or are assigned to the Contract shall be prohibited from using "off-road" diesel fuel (above 500 parts per million (ppm) sulfur content) at any time. In addition, diesel powered equipment shall be either (1) retrofitted with Emissions Control Devices *and* use Cleaner burning "on-road" diesel fuel (500 ppm sulfur content or less), or (2) use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less), in order to reduce diesel particulate matter emissions. Large cranes (Sky cranes or Link Belt cranes), which are responsible for critical lift operations are exempt from installing Retrofit Emission Control Devices if they adversely affect equipment operation.

In addition, all construction motor vehicles (both on-road and off-road, gasoline or diesel fuel powered) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety, including opacity. Frequently Asked Questions (FAQ's) regarding Illinois Environmental Protection Agency (IEPA) emissions testing for gasoline powered vehicles can be accessed at (www.epa.state.il.us/air/vim/faq/testing.html). Regulations regarding diesel powered vehicles over 16,000 pounds, and the Diesel Emission Inspection Program (Title 92: Transportation Part 460, Diesel Emission Inspection Program, Subpart A: General) can be accessed at (www.dot.state.il.us/regulations.html). Diesel powered vehicles less than 16,000 pounds are exempt from testing by IDOT. All diesel powered equipment used on the project site shall be subject to reasonable, random spot checks for compliance with the required emissions controls and proper diesel fuel usage. The Secretary of State, Illinois State Police and other law enforcement officers shall enforce Part 460. For additional information concerning Illinois diesel emission inspection requirements, please call the Illinois Department of Transportation, Diesel Emission Inspections Unit, at 217-557-6081.

The Retrofit Emission Control Devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that (1) is included on the Environmental Protection Agency (EPA) *Verified Retrofit Technology List* (www.epa.gov/otaq/retrofit/retroverifiedlist.html) and (2) is verified by EPA or certified by the manufacturer via letter, to provide a minimum emissions reduction of 20% PM10, 40% CO, and 50% HC when used with "on-road" diesel fuel. As noted above, the Retrofit Emission Control Device *shall be used with on-road diesel fuel* (500 ppm sulfur content or less).

If used, ULSD fuel shall conform to American Society for Testing and Materials (ASTM) D-975 diesel with the following additional specifications:

ASTM D-5453 15 ppm Sulfur max.
ASTM D-6078 Lubricity (SBOCLE) 3100 g min.
ASTM D-613 Cetane 45 min.
Dyed (for Off-road use)

Construction shall not proceed until the contractor submits a certified list of the diesel powered equipment that will be retrofitted with emission control devices and use "on-road" diesel fuel, and a list of equipment that will use ULSD fuel only. The list(s) shall include (1) the equipment number, type, make, and contractor/sub-contractor name; (2) the emission control devices make, model and EPA verification number; and (3) the type and source of clean fuels to be used. Vehicles reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation by qualified staff, prior to being used on the Contract site. Diesel powered equipment in non-compliance shall not be allowed to be used on the Contract site, and is also subject to a "Notice of Non-Compliance" as outlined below under "Environmental Deficiency Deduction."

The Contractor shall submit monthly summary reports, updating the list of construction equipment, and include certified copies of the diesel fuel delivery slips (for both "on-road" and ULSD) for the reporting time period, noting the type of diesel fuel used with each piece of diesel powered equipment. The addition or deletion of any diesel powered equipment shall be included in the summary and noted on the monthly report.

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 given 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 Contract site. Failure to comply with the "Diesel Vehicle Emission Controls", shall also subject the Contractor or sub-contractor to an "Environmental Deficiency Deduction," as outlined below.

Any costs associated with bringing any diesel powered equipment into compliance with these "Diesel Vehicle Emissions Controls" shall be included in the overall cost of the Contract. In addition, there shall be no time granted to the Contractor for compliance with this notice. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

A. IDLING. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the Contract area. Such zones shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent abutters and sensitive receptors of the general public. The Department will coordinate such locations with the Contractor and City of Chicago authorities, including local aldermen, in the selection of staging areas, whether within or outside the existing highway right-of-way (ROW), to avoid locations near sensitive areas or populations to the greatest 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. Idling of diesel powered equipment shall not be permitted during periods of non-active vehicle use. Diesel powered engines shall not be allowed to idle for more than five consecutive minutes when the equipment is not in use, occupied by an operator, or otherwise in motion, except only as follows:

When the equipment is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;
When it is necessary to operate auxiliary systems installed on the equipment, only when such system operation is necessary to accomplish the intended use of the equipment;
To bring the equipment to the manufacturer's recommended operating temperature;
When the outdoor temperature is below forty-five (45) degrees Fahrenheit or above eighty (80) degrees Fahrenheit; and
When the equipment is being repaired.

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Equipment and equipment operators found in non-compliance with these idling provisions shall receive a warning, and on the next offense be subject to an Environmental Deficiency Deduction as outlined below. The contractor or sub-contractor may reserve the right to enforce this deduction on their own equipment operator, as necessary.

B. MITIGATION. Air quality monitoring will be conducted throughout the course of the Dan Ryan reconstruction project, by a separate air quality consultant. The Contractor shall designate a point person to be responsive to IDOT in the event construction related air quality issues arise. If the ongoing monitoring detects an adverse air quality issue that is due to, or exacerbated by construction activities, the Contractor's point person shall be required to consult with the Engineer, to determine the appropriate course of action.

Appropriate mitigation measures can include a variety of actions ranging from, but not limited to, additional watering, removal of construction equipment from nearby sensitive receptors, shut down of diesel powered equipment, or other mitigation measures which may be required as data becomes available and as approved by the Engineer.

Method of Measurement and Basis of Payment:

The CONSTRUCTION AIR QUALITY – DIESEL EMISSIONS CONTROLS will not be measured for payment and the cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

CONSTRUCTION NOISE MITIGATION

Description. This work shall consist of implementing construction noise restrictions as outlined in the Contract Construction Noise Mitigation plan. Work on the Contract shall be in accordance with the Construction Noise Mitigation plan submitted by the Contractor, applicable sections of Article 107.35 of the Standard Specifications, and modifications as contained herein for construction noise.

The Contractor shall provide advance notification, and secure approval from the Engineer prior to the use of heavy construction equipment outside normal construction work hours ("normal construction work hours" as specified in Article 107.35 of the Standard Specifications). Inspection and maintenance of all vehicle exhaust systems shall be conducted on a monthly

basis, (or as determined by the Engineer), for all such vehicles and other equipment assigned to or utilized on the Contract site. Inspections shall be conducted by personnel having a working knowledge of exhaust systems so that proper recommendations regarding the adequacy of the mufflers can be established.

Construction Equipment

Pavement breakers create high concentrations of low frequency sound energy, and noise attenuation can be achieved through the introduction of high-mass material between the noise source and the receiver. The attachment of shrouds (sound curtains) to the steel frame around the breaker shall be installed, as equipment allows. The operation of pavement breakers shall be prohibited outside of normal work hours, as specified herein, unless otherwise approved by the Engineer.

Special care shall be taken with respect to the set up and operation of concrete batch and concrete crushing plants to minimize the potential noise impacts to the adjacent community. The Department will work with the Contractor and City of Chicago authorities, including local aldermen in selecting construction concrete batch and/or crushing locations, whether within or outside the ROW, to avoid locations near sensitive areas or populations to the greatest extent possible. All local, City, Village, Town and/or Township rules, regulations, and/or requirements regarding batch and crushing plants shall be followed, as instructed by the Engineer.

Compressors or generators shall be located as far away as possible from sensitive receptors. Compressors and generators shall be positioned such that the cooling fan intake does not point towards the community. The Contractor shall review stationary equipment placement with the Engineer prior to commencement of work.

Method of Measurement and Basis of Payment:

The CONSTRUCTION NOISE MITIGATION will not be measured for payment and the cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

ENVIRONMENTAL DEFICIENCY DEDUCTION

To ensure a prompt response to incidents involving the integrity of work zone Environmental (Air Quality and Noise) Control, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24 hour a day basis.

When the Engineer is notified, or determines 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 frame. The specified time frame, 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 of these conditions.

The deficiency may include lack of repair, maintenance or non-compliance with the Special Provisions for Construction Air Quality Dust Control and/or Construction Noise Mitigation.

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 exists. The calendar day(s) will begin with the Contractor's notification and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000.00 or 0.05 percent of the awarded contract value, whichever is greater.

In addition, if the Contractor or sub-contractor fails to respond within the allotted time frame, the Engineer may take action to correct the deficiency, or may cause the correction of the deficiency to be made by others, the cost thereof being deducted from monies due or which may become due the Contractor or sub-contractor. This corrective action will in no way relieve the Contractor or sub-contractor of his/her contractual requirements or responsibilities, and shall not be grounds for any claim.

If a Contractor or Sub-Contractor accumulates three (3) Deficiency Deductions for the same deficiency, in a Contract period, the Contractor will be shut down until the deficiency is corrected. Such a shut down will not be grounds for any extension of the completion date, waiver of penalties, or be grounds for any claim.

CONTRACTOR OFF-STREET PARKING RESTRICTION

The Contractor and all employees working on this project will not be allowed to park their vehicles and equipment on frontage roads or streets. The Contractor shall provide an off-street parking facility for all vehicles and equipment. He shall also provide any transportation required to get his employees to and from the work site. The Contractor shall provide the Engineer with written documentation of the off-site parking location. The cost to comply with this requirement will not be paid for separately, but shall be considered as included in the Contract unit bid prices of the contract, and no additional compensation will be allowed.

ROADWAY LIGHTING AND ITS INFRASTRUCTURE SCOPE OF WORK

The work shall consist of the installation of raceways, handholes, light pole foundations, and trench and backfill as shown on the plans. Also included is the removal of existing lighting and surveillance equipment foundations. The installation of roadway lighting poles and luminaires, ITS equipment and associated wiring will be by others under Contract 62583.

The roadway lighting system will be maintained under Contract 62583. All roadways and ramps open to traffic shall be illuminated from dusk to dawn. The Contractor for Contract 60B17 shall coordinate with the lighting Contractor and allow sufficient time for the lighting Contractor to complete his work prior to the opening of lanes and ramps. The lighting Contractor will be performing demolition work, underpass lighting installation, tower installation and associated wiring within the Maintenance of Traffic provided by Contract 60B17. The Contract 60B17 Contractor shall coordinate this work and allow sufficient time for the lighting Contractor to complete his work before removing or repositioning the maintenance of traffic equipment.

Raceway Installation. The following requirements shall apply to all raceways installed in this Contract regardless of type, size, installation method, or system (lighting, surveillance, communication, etc.) for which the raceway will be used. These requirements are minimal installation criteria and shall be required even if lesser requirements are detailed within the installation section for individual raceway types.

Raceways shall be protected from mechanical and physical damage during construction. Open raceway ends shall be capped in accordance with manufacturer's recommendations. Raceways shall be cleared of all dirt, water, excess concrete, and other foreign materials with a dry swab and mandrel. Internal obstructions shall be repaired to the satisfaction of the Engineer.

The embedded conduit shall be continuous as shown on the plans, with no break or obstruction between junction boxes and through the entire raceway system. A 9 mm (3/8 in.) nylon rope shall be blown through following a mandrel being pulled through the conduit to demonstrate continuity through the entire raceway system. The size(s) of the mandrel shall be in accordance with the size(s) of the conduit as shown on the plans. The rope shall be left in the conduit, and shall be continuous between all conduit terminal points. Each rope end shall be securely fitted with a washer or other approved device, of a diameter larger than the conduit diameter, to prevent the rope from coiling back inside the conduit and to insure accessibility for the installation of cables.

Continuity of the raceway system shall be demonstrated in the presence of the Engineer and all Contractors listed in the "Coordination with Adjacent and/or Overlapping Contracts" special provision. The Contractor shall notify the Engineer of raceway continuity testing prior to demonstration.

(CTE – 07/14/2005)

GENERAL ELECTRICAL REQUIREMENTS

Effective Date: March 1, 2003

Add the following to Article 801 of the Standard Specifications:

"Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a 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 preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The preconstruction inspection shall:

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

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the Contract site shall, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A Contract 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.

Delete the last paragraph of Article 801.06 of the Standard Specifications.

Revise the 7th and 8th paragraphs of Article 801.08 of the Standard Specifications to read:

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

Resubmittals. 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.”

Add the following to Section 801.12 of the Standard Specifications:

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

allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.

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

UNDERGROUND RACEWAYS

Revise Article 810.03 of the Standard Specifications to read:

"Installation. All underground conduit shall have a minimum depth of 700 mm (30 inches) below the finished grade, unless otherwise indicated on the plans."

Add the following to Article 810.03 of the Standard Specifications:

"All metal conduit installed underground shall be Rigid Metal 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 of 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 a 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."

Add the following to Article 810.05 of the Standard Specifications:

"Connects and tie-ins to existing conduit or ductbanks as noted on the plans shall be included in the cost of the underground raceway."

RACEWAYS EMBEDDED IN STRUCTURE

Section 810 of the Standard Specifications for Road and Bridge Construction shall be modified as follows:

Add the following to Article 810.03(c):

"(c) Coilable Nonmetallic Conduit.

Polyethylene Duct. The duct shall be a UL Listed 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 in accordance with the requirements of ASTM F2160.

The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade PE30.

Duct dimensions shall conform to the following table within the manufacturing tolerances set forth in ASTM F2160. Duct sizes through 3" shall conform to Tables 3 and 8 for Schedule 40 PE conduit. 4" duct shall conform to Tables 2 and 5 for SDR 13.5 PE conduit.

| Nom. Duct Diameter | | Nom. Outside Diameter | | Min. Wall Thickness | |
|--------------------|------|-----------------------|-------|---------------------|-------|
| mm | In | mm | in | mm | In |
| 27 | 1 | 33.4 | 1.315 | 3.4 | 0.133 |
| 35 | 1.25 | 42.2 | 1.660 | 3.6 | 0.140 |
| 41 | 1.5 | 48.3 | 1.900 | 3.7 | 0.145 |
| 53 | 2.0 | 60.3 | 2.375 | 3.9 | 0.154 |
| 76 | 3.0 | 88.9 | 3.50 | 5.5 | 0.216 |
| 102 | 4.0 | 114.3 | 4.50 | 8.5 | 0.333 |

Performance Tests. Polyethylene Duct testing procedures and test results shall meet the requirements of ASTM F2160. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct.

Coilable non-metallic conduit 2" and larger shall be machine straightened to remove the longitudinal curvature and ovality caused by coiling the conduit onto reels prior to installing in a 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 recommendations of the straightening machine manufacturer regarding ambient temperature shall be followed."

Section 812 of the Standard Specifications for Road and Bridge Construction shall be modified as follows:

Add the following to Article 812.02:

"(d) Coilable Nonmetallic Conduit....1088.01(c)"

Change Article 812.03(d) to 812.03(e).

Add the following as the new Article 812.03(d):

"(d) Coilable Nonmetallic Conduit. Conduit installation shall be according to Article 810.03(c)."

Add the following paragraph to Article 812.03:

All conduits which extend outside of the structure but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12") or the length shown on the plans beyond the structure. 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.

(CTE -4/14/2005)

TRENCH AND BACKFILL FOR ELECTRICAL WORK

Effective Date: January 1, 2002

Revise the first sentence of Article 815.03(a) of the Standard Specifications to read:

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

Revise Article 1066.05 of the Standard Specifications to read:

"Underground Cable Marking Tape. The tape shall be 150 mm (6 in.) wide; consisting of 0.2 mm (8 mil) polyethylene according to ASTM D882, and ASTM D2103.

The tape shall be red with black lettering or red with silver lettering reading "CAUTION – ELECTRICAL LINE BURIED BELOW".

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

COILABLE NONMETALLIC CONDUIT

Description. This work shall consist of furnishing and installing coilable non-metallic raceways, fittings, and accessories either laid in trench or pushed (bored and pulled).

Materials. Materials shall conform to requirements of the Standard Specifications except as modified below.

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.

Polyethylene Duct. The duct shall be a UL Listed 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 in accordance with the requirements of ASTM F2160.

The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade PE30.

Duct dimensions shall conform to the following table within the manufacturing tolerances set forth in ASTM F2160. Duct sizes through 3” shall conform to Tables 3 and 8 for Schedule 40 PE conduit. 4” duct shall conform to Tables 2 and 5 for SDR 13.5 PE conduit.

| Nom. Duct Diameter | | Nom. Outside Diameter | | Min. Wall Thickness | |
|--------------------|------|-----------------------|-------|---------------------|-------|
| mm | In | mm | in | mm | in |
| 27 | 1 | 33.4 | 1.315 | 3.4 | 0.133 |
| 35 | 1.25 | 42.2 | 1.660 | 3.6 | 0.140 |
| 41 | 1.5 | 48.3 | 1.900 | 3.7 | 0.145 |
| 53 | 2.0 | 60.3 | 2.375 | 3.9 | 0.154 |
| 76 | 3.0 | 88.9 | 3.50 | 5.5 | 0.216 |
| 102 | 4.0 | 114.3 | 4.50 | 8.5 | 0.333 |

Performance Tests. Polyethylene duct testing procedures and test results shall meet the requirements of ASTM F2160. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct.

Coilable non-metallic conduit 2” and larger shall be machine straightened to remove the longitudinal curvature and ovality 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 recommendations of the straightening machine manufacturer regarding ambient temperature shall be followed.”

In order to trace the fiber optic cable after installation, pull tape shall be installed or come pre-fabricated in the conduit for each fiber optic cable run. The pull tape shall clearly indicate English units of length on the apparatus. The pull tape shall have a minimum tensile strength of 1250 lbf. All pull tape splices shall be kept to a minimum and shall incorporate maximum lengths of cable supplied by the manufacturer. Pull tape shall be run continuously from handhole to handhole. Pull tape shall be grounded at handholes and cabinets meeting the requirements of Section 801.14, Equipment Grounding Conductor.

CONSTRUCTION REQUIREMENTS

Coilable Non-metallic Conduit, pushed (bored and pulled) or in trench, shall have a minimum depth of 30" below the finished grade as indicated on the plans.

Coilable Non-metallic Conduit, pushed (bored and pulled) or in trench, shall be installed according to Section 810.03(c) of the Standard Specifications.

Method of Measurement. This work will be measured for payment according to Section 801.04 of the Standard Specifications.

Basis of Payment. This work will be paid for at the Contract unit price for CONDUIT IN TRENCH, HIGH DENSITY POLYETHYLENE, COILABLE, of the size specified, or CONDUIT PUSHED, HIGH DENSITY POLYETHYLENE, COILABLE of the size specified, which price shall be payment in full for furnishing and installing the coilable nonmetallic conduit and all labor, tools, equipment, and incidentals necessary to complete the work.

(CTE – 04/14/2005)

CONDUIT ENCASED, CONCRETE, 3" DIA., PVC

Description. This work shall consist of furnishing and installing 3 inch schedule 80 PVC conduits, fittings and accessories, encased in concrete. This specification describes the minimum design, operational, functional and installation requirements for a non-invasive, magneto-inductive vehicle sensor conduit as described herein and as shown in the Plans.

Materials.

Conduit:

The 3-inch Schedule 80 rigid electrical plastic duct shall be manufactured to meet or exceed Section 1088.01 of the Standard Specifications for Road and Bridge Construction and comply with the American Society for Testing and Materials Standards (latest edition) Designation F 512-95, and to the standards of NEMA Publication No. TC-2, for EPC-80.

The duct shall be manufactured from virgin polyvinyl chloride complying with ASTM Designation D 1784 as specified in ASTM F 512-95 (Latest Edition). with the following exception:

1. The Outside Diameter and wall thickness shall be as follows:

| Nominal Size inches | Outside Diameter inches | Minimum Wall Thickness inches |
|------------------------|----------------------------|----------------------------------|
| 3" | 3.500 ± 0.012" | 0.300 ± 0.036" |

The duct shall be permanently marked at regular intervals on the outside with the manufacturer's name or trademark.

Couplings shall be PVC or acetyl butyl styrene drive-on pipe fittings.

Concrete:

Concrete shall be Class SI complying with Section 503 of the Standard Specifications for Road and Bridge Construction.

Construction Requirements. The 3-inch Schedule 80, PVC conduit shall meet or exceed Section 810 of the Standard Specifications for Road and Bridge Construction, which apply to rigid non-metallic conduit with the following additions and modifications:

1. The centerline of the conduit shall not deviate horizontally or vertically more than 0.25 inches per foot. The conduit installer shall provide a log of the boring depth, as measured every two feet along the boring distance.
2. At least one end of the conduit shall terminate at a standard size handhole or standard special size handhole and extend three inches into the handhole.
3. The conduit shall be sloped to drain into the handhole.
4. The far end of the conduit shall be capped when terminating or not terminating in a handhole.
5. The conduit encasement shall not be reinforced.

Straightness verification: Each 3-inch conduit for the installation of non-invasive sensors shall be verified for straightness prior to pavement being placed over the conduit. The Contractor shall provide the presence of the noninvasive sensor manufacturer's authorized representative during the testing of the first detection location. The Contractor shall insert non-invasive sensor carriers the full length of the conduit and demonstrate to the satisfaction of the Engineer and the non-invasive sensor manufacturer's authorized representative that the carriers move freely in the conduit without sticking or binding. If sticking or binding is observed, the non-invasive sensor conduit shall be removed, replaced, and retested. Damaged conduit shall not be re-used. Once the straightness of the non-invasive sensor conduit in the first location has been verified, the Contractor shall notify the Engineer not less than one working day in advance of verifying the

straightness of subsequent non-invasive sensor conduits. The Contractor shall verify the straightness, correct any deficiencies, and re-test as described for the first installation to the satisfaction of the Engineer. The Contractor or Engineer may request that the non-invasive sensor manufacturer's authorized representative inspect any subsequent location. Verification of subsequent locations by the non-invasive sensor manufacturer's authorized representative will be at no additional cost to the State.

Underground concrete-encased conduit shall be supported on interlocking plastic spacers specifically designed for the purpose, spaced along the length of the run as recommended by the manufacturer. Spacing between raceways within a common duct bank shall be not less than 2 in. The interlocking spacers shall be used at a minimum interval of 8 ft., or as otherwise noted on the plans.

Concrete cover overall shall not be less than 3.5 in above the conduit, 3.0 in below the conduit, and a 10 in by 10 in square. Space below the conduit, and concrete fill shall be assured. Care shall be exercised during concrete placement to assure that there are no voids, so that spacers are undisturbed, and so that conduit joints stay secure and unbroken. Concrete shall be deflected during placement to minimize the possible damage to or movement of the conduits.

The Contractor shall ensure the concrete encasement and conduit remains undamaged during construction. One method for ensuring the concrete encasement and conduit remains undamaged during construction is by providing a granular sub-base mound a minimum of 24" high at the center of the microloop conduit installation and extending 50' on each side of the center of the microloop conduit installation. Other methods may be used, as the Contractor deems appropriate and as approved by the Engineer. Any damage to the concrete encasement and conduit during construction shall become the responsibility of the Contractor to repair or replace, as determined by the Engineer.

The Contractor shall ensure that the conduit is continuous, with no break from one handhole to the end cap as shown on the Plans. The Contractor shall test the integrity of the conduit upon completion of the roadway above each conduit. The Contractor shall install sensor carriers for the entire length of the conduit to demonstrate its suitability and correct installation. These carriers shall be removed upon approval of the Engineer and completion of the demonstration.

Method of Measurement. This item shall be measured for payment in feet for CONDUIT ENCASED, CONCRETE, 3" DIA., PVC. Measurements will be made in straight lines along the centerline of the conduit between ends.

Basis of Payment. This work shall be paid for at the contract unit price per foot for CONDUIT ENCASED, CONCRETE, 3" DIA., PVC, which shall include conduit, labor and miscellaneous materials required to make a complete and operational installation as specified herein and as directed by the Engineer.

REINFORCED CONCRETE DUCTBANK

Description. This item shall consist of forming and finishing a reinforced concrete ductbank including spacers, rebar and all required formwork as detailed on the plans and specified herein.

Materials. Materials shall conform to the requirements of the Standard Specifications except as modified below.

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.

Polyethylene Duct. The duct shall be a UL Listed 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 in accordance with the requirements of ASTM F2160.

The duct shall be composed of black high-density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade PE30.

Duct dimensions shall conform to the following table within the manufacturing tolerances set forth in ASTM F2160. Duct sizes through 3” shall conform to Tables 3 and 8 for Schedule 40 PE conduit. 4” duct shall conform to Tables 2 and 5 for SDR 13.5 PE conduit.

| Nom. Duct Diameter | | Nom. Outside Diameter | | Min. Wall Thickness | |
|--------------------|------|-----------------------|-------|---------------------|-------|
| Mm | In | mm | in | mm | in |
| 27 | 1 | 33.4 | 1.315 | 3.4 | 0.133 |
| 35 | 1.25 | 42.2 | 1.660 | 3.6 | 0.140 |
| 41 | 1.5 | 48.3 | 1.900 | 3.7 | 0.145 |
| 53 | 2.0 | 60.3 | 2.375 | 3.9 | 0.154 |
| 76 | 3.0 | 88.9 | 3.50 | 5.5 | 0.216 |
| 102 | 4.0 | 114.3 | 4.50 | 8.5 | 0.333 |

Performance Tests. Polyethylene Duct testing procedures and test results shall meet the requirements of ASTM F2160. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct.

Coilable non-metallic conduit 2” and larger shall be machine straightened to remove the longitudinal curvature and ovality 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 recommendations of the straightening machine manufacturer regarding ambient temperature shall be followed.”

Concrete used in ductbank shall be Class SI meeting the requirements of the Standard Specifications for Road and Bridge Construction Section 1020 and shall be tested in accordance with the applicable requirements of the Standard Specifications.

Execution. Construction of the ductbank shall be in accordance with Section 810 of the Standard Specifications. Refer to plan sheets for details.

The Engineer shall inspect the ductbank and verify location of reinforcing rebar, conduit spacers and duct joints prior to placing of concrete. The Contractor shall be responsible for coordinating the Engineer's inspection and obtaining his approval.

Basis of Payment. This item shall be paid for at the Contract unit price per foot for CONDUIT ENCASED, REINFORCED CONCRETE of the type, diameter and quantity specified, which shall be payment in full for the material and work described herein.

Connects and tie-ins to existing conduit or ductbanks as noted on the plans shall be included in the cost of the reinforced concrete ductbank.

(CTE – 04/14/2005)

HEAVY DUTY HANDHOLE

Description. This item shall consist of furnishing the materials and constructing a heavy-duty handhole, or a heavy-duty handhole special, cast in place, complete with frame and cover and ground rod. The handhole shall be constructed in accordance with the following requirements and conforming in all respects to the lines, grades, and dimensions shown on the Plans or as directed by the Engineer.

Materials. All materials shall conform to the requirements of Article 1088.10 of the Standard Specifications. All handholes shall be constructed of Class SI concrete meeting the requirements of the Standard Specifications for Road and Bridge Construction Section 1020. Ground rod materials shall conform to the requirements of Article 806.02 of the Standard Specifications.

CONSTRUCTION REQUIREMENTS

Handholes of the type specified shall be constructed in accordance with the details shown on the Plans and conform to the following requirements:

1. Concrete: Concrete construction shall be done in accordance with the provisions of Concrete for Structures and Incidental Construction contained in the Standard Specifications for Road and Bridge Construction Section 503.
2. Placing Castings: Castings shall be set accurately to the finished elevation so that no subsequent adjustment will be necessary. Castings shall be set flush with adjacent sidewalk or pavement surfaces. When installed in an earth shoulder away from the pavement edge, the top surface of the casting shall be 1 in above the finished surface of the ground.

3. **Backfilling:** Any backfilling necessary under a pavement, paved shoulder, and sidewalk or within 2 ft of the pavement edge shall be made with sand or stone screenings.
4. **Forming:** Forms shall be required for the inside face of the handhole wall, and across all trenches leading into the handhole's excavation. The ends of conduits leading into the handhole shall fit into a conduit bell, which shall fit tightly against the inside form and the concrete shall be carefully placed around it so as to prevent leakage.
5. **French Drain:** A french drain conforming to the dimensions as shown on the plans shall be constructed in the bottom of the handhole excavation.
6. **Steel Hooks:** Each handhole shall be provided with four galvanized steel hooks of appropriate size, one on each wall of the handhole.
7. **Frame and Cover:** The outside of the cover shall contain a recessed ring Type "G" for lifting and a legend "IDOT" cast-in.
8. **Grounding:** A 5/8" x 10' ground rod shall be installed in each handhole and are included in this pay item. Ground rods will not be paid for separately. Ground rod connections shall be made by exothermic welds. Ground wire for connection to handhole cover frame shall be stranded uncoated bare copper in accordance with the applicable requirements of ASTM Designation B-3 and ASTM Designation B-8 and shall be included in this item. Unless otherwise indicated, the wire shall not be less than No. 2 AWG.
9. **Cleaning:** The handhole shall be thoroughly cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulations at the time of final inspection.

Basis of Payment. This work will be measured and paid for at the Contract unit price each for HANDHOLE; HEAVY DUTY HANDHOLE; or HEAVY DUTY HANDHOLE (SPECIAL) of the size specified, which price shall be payment in full for the material and work described herein.

(CTE 9-29-05)

LIGHTING FOUNDATION REMOVAL, PARTIAL

Description. This item consists of removing and disposing of an existing lighting foundation and backfilling the excavated areas as specified herein, as shown on the Plans and as directed by the Engineer.

General Requirements. General requirements shall be in accordance with Section 801 of the Standard Specifications, and in accordance with Bureau of Electricity Standards and the City of Chicago Electrical Code, except as herein modified.

Removal. Removal shall be in accordance with Article 842.05 of the Standard Specifications.

The void caused by the removal of a foundation in soil or grass shall be backfilled in accordance with the TRENCH AND BACKFILL FOR ELECTRICAL WORK pay item.

Method of Measurement. Each foundation that is removed and disposed of as indicated will be counted as a unit for payment.

Basis of Payment. This work will be paid for at the contract unit price each for LIGHTING FOUNDATION REMOVAL, PARTIAL, which shall be payment in full for the work described herein.

(CTE-03/26/2004)

ROADWAY CLEANING (SPECIAL)

This work shall consist of the pickup, removal and satisfactory disposal of all sand, grit, stones, debris, landscape debris, dead animals, litter, refuse and other similar rubbish, which has accumulated on the highway areas hereinafter, described as the areas to be cleaned. After each cleaning cycle, all areas shall present a clean appearance, which is completely satisfactory to the Engineer. Adequate equipment, hand labor, permits, and traffic control shall be provided by the Contractor to accomplish the cleaning cycles. The intent of this specification is to clean the roadway areas, not the construction work zone or the Contractor's work area.

1. Roadways/Areas to be Cleaned in One Cleaning Cycle:
 - a. NB Dan Ryan Expressway (WB I-94) from Sta. 2316+00 (250 ft. north of the 79th Street Bridge to Sta. 2367+00 (100 ft, north of the 71st Street Bridge)
 - b. The following ramps:
 - 1) 79th Street entrance ramp, 76th Street exit ramp and CD roadway system
 - 2) 75th Street entrance ramp, 71st Street exit ramp and CD roadway system
 - c. All Accident Investigation Sites located along the above roadways or ramps.
2. Limits of Cleaning for One Cycle: The Contractor shall clean all hard surfaces, including all ramps, curbs, gutters, median gores, shoulders, concrete median surfaces adjacent to curbs, walks, bridges and traveled lanes. Debris shall be removed from all areas regardless of surface type. All areas within five (5) feet of the above mentioned surfaces shall be included in the area to be cleaned. Slope walls under bridges are not included in areas to be cleaned. Cleaning of overhead bridge mounted signs, overhead truss mounted signs and cantilever mounted signs are not included in this work. Cleaning of local streets is not included in this work.

3. Initial Cleaning Cycle: The initial cleaning cycle of the expressways and ramps shall commence two (2) weeks prior to the start of the Contract and shall be completed within three (3) consecutive days.
4. Subsequent Cleaning Cycles: Subsequent cleaning cycles shall be performed every two (2) weeks or as directed by the Engineer. Each subsequent cleaning cycle shall be completed within two (2) consecutive days. There shall be no cleaning cycles during the winter months (December 1 thru March 31), unless special conditions dictate and unless specifically directed by the Department.
5. Work Direction: Cleaning equipment and workers shall move in the same direction as traffic.
6. Damage to State Property: The Contractor shall perform the work in a manner that will not disturb or damage State property. Curbs, guardrails, fences, railings, light poles, delineators, semi-permanent cones, barrels, and barricades, signs and the like must not be damaged or disturbed. If State property is damaged or disturbed, the cost of repairs or replacement will be borne by the Contractor.
7. Inconvenience: The Contractor shall prosecute the work in a manner that will minimize inconvenience to the motoring public. The Contractor shall not create air pollution with dust nor create hazardous conditions with water on the pavement.
8. Traffic Obstruction: Should the operations of the Contractor be performed in a manner that causes traffic to congest to a degree that is unsatisfactory to the Engineer, the Contractor shall, at the discretion of the Engineer, cease work until such time as the Engineer decides work can resume without undue traffic congestion.
9. Disposal of Waste: Removal and disposal of all waste collected during the prosecution of this work shall be the responsibility of the Contractor and shall be disposed of by the Contractor at his expense. All applicable laws and ordinances related to the hauling, handling and disposition of such material shall be complied with by the Contractor. This applies especially to spillage, covered loads in trucks, and legal dumping depots such as a commercial landfill operation.
10. Flushing: Flushing shall not be done without receiving approval from the Engineer. Care shall be taken to prevent flushing waste into traffic or creating a hazard to traffic in areas being flushed. Flushing of raised medians will be allowed. The Contractor shall notify and gain approval of the Engineer twenty-four (24) hours in advance of flushing raised medians. When cleaning under and behind guardrail, waste shall not be flushed outside of the area to be cleaned.

11. Solid Waste Management Site: The Contractor shall not be allowed to use any State Right-of-Way or any existing Department solid waste management site as part of this Contract. The Contractor may procure an Illinois Environmental Protection Agency, Bureau of Land permit to develop and operate a private solid waste management site to transfer non-hazardous waste generated from street sweeping. The cost of developing and operating a private solid waste management site shall be considered as included in the Contract unit prices bid for the work, and no additional compensation will be allowed.
12. Sweeper Speed Limit: At no time shall the sweeping unit and any related vehicles in the sweeping train exceed 25 miles per hour in speed while performing any work.
13. Drainage Structures: Particular care shall be taken to prevent dirt and rubbish from being pushed into roadway drainage structures. Any debris pushed into the drainage structures shall be removed by the Contractor at his/her own expense. All drainage structure frames, grates and lids shall be cleaned and cleared of debris. Any inlet filters that become clogged as a result of the roadway cleaning shall be cleaned by the Contractor at his/her own expense.
14. Traffic Control Devices: Any traffic control device or temporary pavement marking disturbed by the roadway cleaning operation shall be restored to its proper location and condition that existed before the cleaning cycle began. If temporary pavement marking tape is being peeled off the pavement by the sweeper, the Engineer may require that some areas be skipped by the machine and the use of another method initiated. Any damaged device shall be immediately repaired or replaced by the Contractor at his/her own expense.
15. Erosion/Sediment Control Devices: Any erosion/sediment control device disturbed by the roadway cleaning operation shall be restored to its proper location and condition that existed before the cleaning cycle began. Any damaged device shall be immediately repaired or replaced by the Contractor at his/her own expense.
16. Equipment and Labor Requirements:
 - a. The Contractor is hereby informed and shall understand that sufficient equipment and personnel shall be provided and equipment maintained so that the cleaning cycles are satisfactorily completed within the allotted time.
 - b. Due to heavy accumulation of dirt and rubbish expected during the winter months, the first cleaning cycle done in the Spring of 2007 will require a concentrated effort of equipment and manpower to satisfactorily complete the work on time. Multiple cleanings of the same areas may be required before obtaining satisfactory results and acceptance by the Engineer.
 - c. Personnel shall be made available, with hand tools, to clean areas not accessible to sweeping units, such as the top of medians, under and behind all guardrails regardless of surface type, under and around the base of any signs, and under and around all traffic control signing, drums, barrels or barricades. Personnel with hand tools shall also loosen tightly compacted dirt in curb and gutters.
 - d. Hand work shall also be required for the removal of all rubbish from areas adjacent to the expressways or ramps.

- e. All bridges located within the specific limits of the expressways shall be cleaned by utilizing vacuum type sweepers or other approved equipment and methods that shall prevent dirt and debris from being deposited into the drainage structures.
 - f. Labor, material and equipment shall remain on State Right-of-Way only for such time as is necessary to successfully prosecute the cleaning work required by the Contract.
 - g. Maintenance or over-night parking of equipment shall not be permitted on State Right-of-Way.
 - h. This work shall only be conducted during the Contract specified times that allow lane closures and all traffic control will be in accordance with State Standards 701400, 701401, 701411, 701426, and 702001. Traffic control will not be paid for separately.
 - i. Trailing, protection vehicles are to be equipped with a truck mounted impact attenuator (TMA) at all times. Three (3) TMAs must be used for moving operations.
 - j. Trailing, protection vehicles shall have visible, working arrowboards and signs for moving operations.
 - k. All vehicles are to be equipped with high intensity amber strobes. Strobes, headlights and flashers shall be displayed at all times when work is performed.
 - l. All personnel will be required to wear an approved flagger vest when not in a vehicle.
17. Extra Work: The Contractor shall have equipment and personnel available to assist IDOT emergency forces to clear debris from the roadway after an accident or incident within the cleaning limits as called upon and directed by the Engineer. This work will be paid for according to Article 109.04 of the Standard Specifications. Upon notification from the Department, the Contractor will have a maximum of one-half hour (30 minutes) to respond to the request for assistance from the Engineer otherwise the penalty specified under TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE) will be imposed.
18. Method of Measurement: The satisfactory completion of all cleaning within the entire Contract limits will be the standard measurement of payment per each cycle.
- If a cleaning cycle cannot be completed due to an unforeseen highway operational reason; including, but not limited to emergency conditions resulting in closures or restrictions for safety purposes, payment will be made for the percentage of the cycle completed and will be calculated by shoulder and curb mileage basis. The Contractor will not be compensated for parts of cycles that are not complete. The Engineer shall determine to what extent work is not completed. Any work that cannot be completed shall be stated by the Contractor on the report of Contractor's daily work. The Contractor shall include limits, mileage and reasons.
19. Basis of Payment: This work will be paid for at the contract unit price per each for ROADWAY CLEANING (SPECIAL) which price includes all labor, equipment, supplies, and traffic control necessary to perform the above work.

(TYLI 3/05/06)

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986

Revised: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

| <u>NAMED INSURED & ADDRESS</u> | <u>NUMBER & SPEED OF PASSENGER TRAINS</u> | <u>NUMBER & SPEED OF FREIGHT TRAINS</u> |
|---|---|---|
| CHICAGO TRANSIT AUTHORITY 120 N. Racine Chicago, IL 60607 | M-F 382 TRAINS / DAY @ 55 MPH Sat 338 trains / day @ 55 mph Sun 356 trains / day @ 55 mph | -0- -0- -0- |

FOR FREIGHT/PASSENGER INFORMATION CONTACT: MR. MARVIN A. WATSON
PHONE: 312/681-3860

For Insurance Information Contact: Mr. Marvin A. Watson Phone: 312/681-3860

Approval of Insurance: The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment: Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

CHAIN LINK FENCE REMOVAL

Description:

This work consists of the removal and satisfactory disposal of existing chain link fence at the locations shown on the plans or as directed by the Engineer. This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications and as herein specified.

General:

The chain link fence to be removed is approximately 4 feet in height with the posts set in concrete. Removal shall include posts, fence fabric, fittings, appurtenances, attachments and concrete foundation. Any holes created by removal of the foundation shall be filled with clean earth fill to eliminate any hazard to the public.

Any signs mounted on the fence shall be removed, stored and re-erected in accordance with Article 107.25.

Disposal of removed materials shall be in accordance with Article 202.03.

Method of Measurement:

CHAIN LINK FENCE REMOVAL shall be measured in linear feet along the top of the fence.

Basis of Payment:

This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE REMOVAL, which price shall be payment in full for all labor, tools, equipment and materials necessary to remove and dispose of existing chain link fence and restore the site as herein specified.

CTA FENCE AND GATES

Description: This work consists of fabricating and erecting the CTA Fence and CTA Fence Gates at the locations shown in the Contract plans according to the details in the plans and according to Section 664 of the Standard Specifications and as modified herein.

General Requirements: Prior to fabrication or ordering materials, the Contractor shall submit detailed shop drawings to the Engineer for approval, including materials, fittings, attachments, anchors and accessories required for complete fabrication, assembly and installation of the CTA fence and gates.

Materials: Materials shall meet the requirements of Section 1000 of the Standard Specifications.

Fabric: The fabric shall meet the requirements of Section 1006.27.(a).b of the Standard Specifications.

Gates: The gates shall be as detailed on the plans. All hardware shall be thoroughly secured and in place, properly adjusted and left in perfect working order.

Method of Measurement: CTA Fence will be measured in feet along the top of the fence, from center to center of end posts excluding the length occupied by gates. CTA Fence GATES will be measured per each in place.

Basis of Payment: This work will be paid for at the contract unit price per foot for CTA FENCE, which price shall be payment in full for all shop and fabrication drawings, materials, fabricating and installing the complete fence including posts, tension wire, fittings, chain link fabric, anchorage, hardware, and furnishing and installing protective electrical grounds and other incidentals for the fence.

CTA FENCE GATES will be paid for at the contract unit price per each which shall be payment in full for furnishing all materials, fabricating and installing the complete gates including the gate posts, base plates, fittings, wheels and tracks, chain link fabric, anchorage, hardware, and other incidentals for the gates, properly adjusted and left in perfect working order as specified herein.

(TYLI 03/07/06)

CHAIN LINK FENCE, 6' (SPECIAL)

Description: This work consists of fabricating, erecting, maintaining, removing, and disposing of a temporary fence and access gates to maintain access control to the CTA operating area at the locations shown in the Contract plans according to the details in the plans as directed by the Engineer and according to Section 664 of the Standard Specifications and as modified herein.

General Requirements:

The fence fabric shall meet the requirements of Section 1006.27.(a).b of the Standard Specifications. The fence shall remain in place until the new permanent CTA fence is completed.

Posts shall meet the requirements of Section 1006.27.(b) of the Standard Specifications. The fence posts are to be driven directly into the existing CTA ballast, and are not to be set in concrete.

Access gates must not swing into the CTA operating area.

Method of Measurement: CHAIN LINK FENCE, 6' (SPECIAL) will be measured in feet in place along the top of the fence from center to center of end posts, excluding the length occupied by gates. CHAIN LINK GATES, of the opening sizes and types specified, will be measured per each in place.

Basis of Payment: This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE, 6' (SPECIAL) and at the contract unit price each for CHAIN LINK GATES, of the opening sizes and types specified, which price shall be payment in full for all shop and fabrication drawings, materials, fabricating and installing the complete fence including posts, tension wire, fittings, chain link fabric, anchorage, hardware, maintenance, removal and other incidentals for the fence and gates.

(TYLI 03/01/06)

TEMPORARY CHAIN LINK FENCE (PORTABLE)

Description:

This item consists of constructing a minimum 6 ft. high chain link fence and any gates as necessary, at the locations shown on the plans or as directed by the Engineer. This work shall be performed in accordance with Section 664 of the Standard Specifications, except as modified herein. The purpose of this fence is to protect the public and to direct pedestrian traffic around and away from the work zone along the frontage roads and at intersections during staged construction.

The temporary chain link fence shall be mounted on stands or other such devices as approved by the Engineer so that the fence is portable and easily relocated as conditions change during construction. The individual fence panels shall be securely fastened together and the stands or other mounting devices shall be weighted with sandbags as necessary to prevent movement. The Contractor shall submit a catalog cut or details of the fence, gates, mounting stands, hardware, and other appurtenances for approval by the Engineer.

Upon completion of the Contract or as directed by the Engineer, the fence, gates, posts, and all other fence hardware and appurtenances shall be removed from the job site and become the property of the Contractor. The salvage value of the fence shall be reflected in the Contract unit price.

This item shall also include any work necessary to remove and relocate fencing as shown on the plans or as directed by the Engineer for the purposes of staged construction at multiple, different work site locations. Upon completion of the work at a particular location and when directed by the Engineer to be removed, the temporary fencing shall be relocated to a new location as directed by the Engineer. Relocation of temporary chain link fence shall not be paid for separately, but shall be included in the cost of this item.

Method of Measurement:

Temporary chain link fence shall be measured per foot along the top of the fence, from end post to end post. Any gates within the fence shall be measured as a length of fence. Gates shall not be paid for separately.

Basis of Payment:

This work will be paid for at the contract unit price per foot for TEMPORARY CHAIN LINK FENCE (PORTABLE), which price shall include furnishing, placing, maintaining, relocating and removing the fence during staged construction.

(T Y Lin 8/20/04)

BALLAST

Description:

This work consists of furnishing and placing ballast and includes furnishing all labor, materials, tools, equipment, and incidentals necessary to place ballast.

Materials:

Ballast shall be crushed limestone, which meets the current American Railway Engineering and Maintenance-of-Way Association (AREMA) specifications for processed stone ballast, Vol. 1, Chapter 1, Part 2. The use of slag or similar metal bearing rock shall not be allowed.

Deleterious substances shall not be present in prepared ballast in excess of the following amounts:

| | |
|-----------------------------------|-------------|
| Soft and Friable Pieces | 5 percent |
| Material Finer than No. 200 Sieve | 1 percent |
| Clay Lumps | 0.5 percent |

The percentage of wear of prepared limestone ballast, tested in the Los Angeles machine, shall not be greater than 30 percent.

The soundness of prepared ballast shall be such that when tested in the sodium sulfate soundness test the weighted average loss shall not be in excess of 10 percent after 5 cycles.

Grading Requirements

The grading of prepared ballast shall be determined by the test with laboratory sieves having square openings and conforming to current ASTM Designation; E 11.

Prepared ballast shall conform to AREMA Size No. 4, of nominal size 1 1/2 inches to 3/4 inch, uniformly graded within the following limits:

| | |
|--------------------------|----------------|
| Passing 2 inch sieve | 100 percent |
| Passing 1 1/2 inch sieve | 90-100 percent |
| Passing 1 inch sieve | 20-55 percent |
| Passing 3/4 inch sieve | 0-15 percent |
| Passing 3/8 inch sieve | 0-5 percent |

Testing:

Determinations of deleterious substances, resistance to abrasion and soundness shall be made by the Contractor. Visual inspection and gradation tests shall be made at the place of production prior to shipment as often as considered necessary.

Samples of the finished product for gradation and other required tests shall be taken, unless otherwise ordered by the Engineer. The sample shall be representative and shall weigh not less than 100 pounds. The Contractor shall engage a qualified independent testing agency to perform source quality control testing.

Tests shall be performed in accordance with the following:

- A. Samples shall be secured in accordance with the ASTM Methods of Sampling, Designation: D75.
- B. Sieve analysis shall be made in accordance with ASTM Method of Test, Designation: C136.
- C. Material finer than the No. 200 sieve shall be determined in accordance with the ASTM Method of Test, Designation: C 117.
- D. The percentage of soft particles shall be determined in accordance with the ASTM Method of Test, Designation: C235.
- E. The percentage of clay lumps shall be determined in accordance with the ASTM Method of Test, Designation: C142.
- F. The resistance to abrasion shall be determined in accordance with the current ASTM Method of Test, Designation: C 131, using the standard grading most nearly representative of the size of ballast specified.
- G. Soundness tests shall be made in accordance with the ASTM Method of Test, Designation: C88.
- H. The weight per cubic foot shall be determined in accordance with the ASTM Method of Test, Designation: C29.

Construction Requirements:

Ballast material shall be placed with mechanical spreader or spreader box or other device or method approved by the Engineer which shall minimize the working of the material and which must minimize the segregation of aggregates.

Ballast material shall be placed and compacted in layers not more than 6 inches compacted thickness.

Compaction of each ballast layer shall be by the operation tamping with a portable device. The Engineer shall determine the number of passes necessary to achieve an acceptable compaction. Excessive tamping of the ballast material, which causes ballast particle breakage, shall not be allowed.

Method of Measurement:

BALLAST shall be measured in tons in place.

Basis of Payment:

This work shall be paid for at the contract unit price per ton, for BALLAST, which price shall be payment in full for all labor, tools, equipment, and materials necessary to furnish, test, transport, place and compact the BALLAST as specified herein.

(TYLI 03/07/06)

CTA BARRIER REMOVAL

Description: This work consists of the removal and satisfactory disposal of the existing concrete barrier, barrier base, and fence and any gates atop the wall adjacent to the CTA operating area at the locations shown on the plans or as directed by the Engineer. Also included is the removal of any existing curb and gutter adjacent to the existing barrier on the CTA operating area side. This work is to be performed in accordance with the applicable portions of Sections 202, 440 and 501 of the Standard Specifications, the details in the plans and as herein specified.

Method of Measurement: CTA BARRIER REMOVAL will be measured in place, along the centerline of the barrier to be removed.

Basis of Payment: This work will be paid for at the contract unit price per foot for CTA BARRIER REMOVAL which price includes payment in full for all labor, tools, equipment, and materials necessary to remove and dispose of the concrete barrier and other existing items as specified herein.

(TYLI 03/07/06)

TEMPORARY SOIL RETENTION SYSTEM

Description. This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

General. The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. Additionally, design calculations and details for the temporary soil retention system that is to be placed adjacent to the CTA barrier wall and/or tracks shall also be submitted to the CTA for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Construction. The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 300 mm (12 in.) below the finished grade, or as directed by the Engineer. Removed system components shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations, etc.) where its presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven or installed through or around, with normal driving or installation procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

Method of Measurement. The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet. The area measured shall be the vertical exposed surface area envelope of the excavation supported by the temporary soil retention system.

Any temporary soil retention system cut off, left in place, or installed beyond those dimensions shown on the Contract plans or the approved Contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the Contractor's own expense.

Basis of Payment. This work will be paid for at the contract unit price per square foot for TEMPORARY SOIL RETENTION SYSTEM.

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other excavation, performed in conjunction with this work, will not be included in this item but shall be paid for as specified elsewhere in this Contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

(TYLI – 03/07/06)

NON-SPECIAL WASTE WORKING CONDITIONS

This work shall be according to Article 669 of the Standard Specifications for Road and Bridge Construction adopted January 1, 2002 and the following:

Qualifications. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is prequalified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval.

General. Implementation of this Special Provision will likely require the Contractor to subcontract for the execution of certain activities. It will be the Contractor's responsibility to assess the working conditions and adjust anticipated production rates accordingly.

The Contractor shall manage all contaminated materials as non-special waste as previously identified. This work shall include monitoring and potential sampling, analytical testing, and management of material contaminated by regulated substances.

The Contractor shall excavate and dispose of any soil classified as a non-special waste as directed by this project or the Engineer. Any excavation or disposal beyond what is required by this project or the Engineer shall be at the Contractor's expense. The preliminary site investigation (PSI) report, available through the District's Environmental Studies Unit, estimated the excavation quantity of non-special waste at the following location. The information available at the time of plan preparation determined the limits of the contamination and the quantities estimated were based on soil excavation for construction purposes only. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit which ever is less. The Environmental Firm shall continuously monitor for worker protection and the Contractor shall manage and dispose of all soils excavated within the following areas as classified below. Any soil samples or analysis without the approval of the Engineer shall be at the Contractor's expense.

1. Station 2315+50 to Station 2317+50 (NB 79th Street C-D Ramp) 0 to 110 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: TCLP Lead.
2. Station 2319+50 to Station 2320+50 (NB 79th Street C-D Ramp) 0 to 90 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: TCLP Lead.
3. Station 2324+40 to Station 2325+60 (NB 79th Street C-D Ramp) 0 to 120 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: PNAs and TCLP Lead.

4. Station 2329+50 to Station 2334+50 (NB 79th Street C-D Ramp) 0 to 100 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: PNAs, Arsenic, Lead, and TCLP Lead.
5. Station 2343+00 to Station 2346+60 (NB 75th to 71 Street C-D Ramp) 0 to 140 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: PNAs and TCLP Lead.
6. Station 2348+05 to Station 2348+80 (NB 75th to 71 Street C-D Ramp) 0 to 90 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: PNAs.
7. Station 2349+00 to Station 2350+50 (NB 75th to 71 Street C-D Ramp) 0 to 90 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: PNAs and Lead.
8. Station 2352+50 to Station 2355+00 (NB 75th to 71 Street C-D Ramp) 0 to 90 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: PNAs and TCLP Lead.
9. Station 2356+90 to Station 2358+55 (NB 75th to 71 Street C-D Ramp) 0 to 130 feet RT 0 to 15 feet LT – non-special waste. Contaminants of concern sampling parameters: TCLP Lead.

All excavated soils that are not determined to be a non-special waste and they cannot be utilized on-site as fill, shall be managed off-site as uncontaminated soil to one of the following locations. The specific site utilized will be determined in construction by the Engineer and it will be based on the type of soil being excavated and capacity needed at these sites. Additional sites within the area may be added during construction.

1. Triem Industrial Site at 26th Street & State Street in Chicago Heights Approx. 30,000 cubic yards Clays with no more than 30 percent sands
2. Paxton Landfill (Cluster Sites) at 116th Street & Paxton Avenue in Chicago Approx. 500,000 cubic yards Clays and Sands

(District 1 – January 9, 2006)



**STORM WATER POLLUTION PREVENTION
PLAN**

| | | | |
|---------|------------------------------------|-------------|--|
| Route | <u>I-90/94 Dan Ryan Expressway</u> | Marked | <u>Dan Ryan Expressway I-57 at Illinois Route 1 (Halsted St) & I-90 at MLK to 15 th Street</u> |
| Section | <u>See individual contract</u> | Project No. | <u>Various Contract Numbers – Refer to Attachment</u> |
| County | <u>Cook</u> | | |

This plan has been prepared to comply with the provisions of the MSY-Phase II NPDES Permit Number ILR40, issued by the Illinois Environmental Protection Agency for storm water discharges.

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.

John P. Kim
Signature
District Engineer
Title

August 5, 2003
Date

1. Site Description

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

The project is located at Interstate 94 (the Dan Ryan Expressway) from the I-57 interchange to Illinois 1 (Halsted Street) to the west and Martin Luther King (MLK) Drive to the east, and continues in a northerly direction to 15th Street.

Construction Descriptions

The Dan Ryan Expressway project consists of roadway improvements including added lanes, mainline and shoulder reconstruction, construction of retaining walls, new collector-distributor roadways, new and relocated exit and entrance ramps, lighting, drainage, signing, and surveillance improvements.

The Dan Ryan Expressway reconstruction project was designed in three segments in Phase I. The three segments are described from south to north.

The segment from 95th to 67th Streets (U.S. Route 20 / 45), the improvement includes reconstruction of the eight traffic lanes of the existing Dan Ryan Expressway pavement, the addition of a through travel lane in each direction, and modifications to entrance and exit ramps. The improvement involves the addition of a through travel lane along both northbound and southbound Dan Ryan onto Interstate 57 to the interchange with Halsted Street (Illinois Route 1). There are intersection improvements at 79th Street.

The segment from 67th to 47th Street includes reconstruction of the existing northbound and southbound express lanes (four lanes in each direction) and local lanes (two lanes in each direction). The improvement will also provide for an additional through travel lane in each direction to the local traffic lanes, and modifications to all entrance and exit ramps. There are intersection improvements at 67th Street. Frontage roads will be reconstructed both northbound and southbound from 63rd to 47th Streets. Additional work will involve bridge construction and reconfiguration of the Chicago Skyway / Dan Ryan Expressway interchange to provide an additional entrance ramp from the Chicago Skyway to connect directly to the northbound Dan Ryan Expressway express lanes.

The scope of the roadway work between 47th and 31st Streets will include reconstruction of the existing northbound and southbound express lanes (four lanes in each direction) and local lanes (three lanes in each direction) to the Dan Ryan Expressway pavement, and the reconstruction and/or reconfiguration of entrance and exit ramps. The Root Street structure (41st Street) will be removed.

The drainage work consists of removing or abandoning the existing collector storm sewer system and surface water collection system and constructing a new collector storm sewer and surface water collection system. The existing main drain will remain in place and remain functional, with new connections for the proposed storm sewer system. New collector sewers to drain the area directly tributary to the Dan Ryan Expressway (CTA tracks, local lanes, and adjacent ramps and grass areas), and overflows from offsite tributary areas (frontage roads) are planned. Separate collector sewers are required to drain the northbound and southbound lanes of the Dan Ryan Expressway. These proposed collector sewers are to be designed to convey the 50-year storm event.

The work will include the construction of new retaining walls and the rehabilitation, and/or modifications of several existing retaining walls and any roadway and traffic signal improvements required at cross streets and alternate routes.

In addition, other improvements include:

- A new highway lighting system (110 foot towers with lights on 11-foot mounting rings).
- New expressway signing (provides four new and upgrade three changeable message signs).
- Replacement of traffic surveillance equipment with upgraded technology.
- Closed circuit television for traffic conditions and crash incident monitoring.
- Accident investigation sites.
- Other incidental work as required completing the reconstruction of this segment of the expressway to AASHTO and IDOT criteria.

The improvement will also consolidate several points of access and improve the unsafe weaving conditions created by the existing substandard weaving distances. Currently, ramps are spaced evenly at one-half mile increments, resulting in weaving distances in the range of 300 feet. This is a major safety concern and suspected cause for the high incidence of sideswipe collisions in the ramp influence areas. The proposed access consolidation plan improves many of the mainline weaving movements while minimally influencing the local access to the Dan Ryan Expressway through the addition of collector-distributor roadways and both entrance and exit ramp removals. The presence of parallel city street frontage roads facilitates local access without substantive changes in through and local travel patterns. The proposals for ramp closure are:

- Northbound (NB) exit and southbound (SB) entrance at 76th Street (2 ramps)
- Northbound (NB) and southbound (SB) exits and entrances at 59th Street (4 ramps)
- Northbound (NB) and southbound (SB) exits and entrances at 51st Street (4 ramps)
- Northbound (NB) exit and southbound (SB) entrance at 43rd Street (2 ramps)

Capacity analyses indicate unsatisfactory conditions at the intersections of 55th Street (Garfield Boulevard) / Wells Street and 55th Street (Garfield Boulevard) / Wentworth Avenue. The improvements necessary to make this interchange operate effectively require right-of-way acquisition from three separate parcels. The parcels on the southwest quadrant of 55th Street (Garfield Boulevard) / Wells Street is occupied by a "Mobil Service Station" in which a portion of each of the two parcels must be acquired to construct an eastbound to southbound right turn lane. In addition, dual right turn lanes are proposed for the northbound to eastbound movement at the intersection of 55th Street (Garfield Boulevard) / Wentworth Avenue. These right turn lanes require securing property, the portion of the parcel that is currently vacant.

To construct the proposed two-lane, left-hand exit to the Chicago Skyway from the southbound lanes on the Dan Ryan Expressway, Wells Street needs to be relocated from 64th Street to 65th Street. The improvement requires reconstruction of an 18 foot high retaining wall adjacent to the mainline and the full replacement of the frontage road (Wells Street) pavement. The realignment

shifts the centerline of the road approximately 10 feet west. A relocation and reconstruction of the west sidewalk bordering Wells Street does encroach into a parcel currently owned by the Chicago Housing Authority for the “Yale Street Apartment”. The corner parcel would facilitate the relocation and reconstruction of the 5 foot sidewalk and modifications to the bituminous parking lot.

The right-of-way uses are summarized in the tabulation below:

| Right-of-Way Acquisition | Acres | Number of Parcels |
|--|--------------|--------------------------|
| SW Corner of 55 th / Wells Street | 0.05 | 6 |
| SE Corner of 55 th / Wentworth Avenue | 0.10 | 1 |
| NE Corner of 57 th / Wentworth Avenue | 0.12 | 2 |
| SE Corner of 57 th / Wentworth Avenue | 0.24 | 1 |
| NE Corner of 59 th / Wentworth Avenue | 0.007 | 1 |
| SE Corner of 59 th / Wentworth Avenue | 0.014 | 1 |
| NW Corner of 63 rd / Wells Street | 0.05 | 1 |
| Along West edge of Wells Street From 65th Street to 64th Street | 0.11 | 1 |
| Temporary Construction Easement | Acres | Number of Parcels |
| Along west edge of Wells Street From 65 th Street to 64 th Street | 0.07 | 1 |

The Total Acquired Right-of-Way (ROW) is 0.691 acres involving eight parcels, with a Temporary Construction Easement (TCE) of 0.07 acres involving one parcel.

Environmental Descriptions

Special waste for the Dan Ryan project has **HIGH** risk for the occurrence of regulated substances or natural hazards at twelve sites. A Preliminary Environmental Site Assessment (PESA #1106) with stipulations for excavation depths varies for twelve high risk locations. Depth stipulations can be met at Sites: 808-10A, 1106-17B, 1106-25B, 1106-44A, and 1106-51. A request for Preliminary Site Investigation (PSI) will be required for Sites: 1106-2B, 1106-4A, 1106-6A, and 1106-9, 1106-33B, 1106-47, and 1106-52.

Besides special waste, there are no ecologically sensitive areas in the Dan Ryan project area. The Environmental Survey Request Form (ESRF) on 10/15/99 requested only biological and special waste survey because all of the ground had been previously disturbed and no new right-of-way is to be involved with areas not previously occupied, excavated, or disturbed. The project, as described on the ESRF, does not require biological or wetland surveys. The Illinois Department of Natural Resources (IDNR) Natural Heritage Database has no records of listed species, natural areas or nature preserves within the Dan Ryan project corridor (IDNR Agency Action Report dated September 20, 1999). By agreement, no coordination with the Illinois Department of Natural Resources (IDNR) and the U.S. Fish and Wildlife Service (USFWS) are necessary.

No streams or rivers are involved with this project. There is no water resources in the area involved with the project. A closed drainage system for storm water and urban roadway cross section, including pavement and shoulder, will continue.

The project will result in the disturbance of 0.4 or more hectares (1.0 acre). Permit coverage for the project is secured either under the IEPA Phase II General Permit for Storm-water Discharges (NPDES Permit No. ILR40) or under an individual NPDES permit. Requirements applicable for a permit will be followed, including the preparation of a Storm-water Pollution Prevention Plan. The plan shall identify potential sources of pollution that may reasonably be expected to affect the quality of storm water discharges from the construction site. The plan shall describe and ensure the implementation of practices that will reduce the pollutants in discharges associated with construction site activity and assure compliance with terms of the permits.

Although there may be a remote possibility (not likely) of a potable water well within 200 feet (60 meters) of the centerline, this threshold is only relevant for routes and sources of groundwater pollution. Since this project will not introduce any new routes of groundwater pollution (dry wells, "French drains", or borrow pits) or sources (bulk road oil or deicing storage facilities), then there will be no violation of the wellhead setback requirements.

According to the National Flood Insurance Rate Maps (FIRM), there are no flood plains involved within this project limits.

From field inspection by project team environmental and wetland specialists, and their review of the available and published National Wetlands Inventory (NWI) maps, and the most recent available aerial photography of the area, determined wetlands are not involved. The project is within the existing rights-of-way, and no wetlands are located within or adjacent to the required parcels, which include: west edge of Wells Street from 65th to 64th Street; 63rd Street and South Wells Street, 59th Street and Wentworth Avenue; 57th Street and Wentworth Avenue; 55th Street and South Wentworth Avenue, and 55th Street and South Wells Street.

There is no use or proposed use of protected Section 4(f), Section 6f lands, or lands that have OSLAD funds involved with their purchase and/or development.

- b. The following is a description of the intended sequence of major activities for the reconstruction of the Dan Ryan Expressway. The construction year, contract number, description, duration of construction, and highlights of work to be completed follow.

Contract # – Name/Description

Contract Duration

- Major Activities

Construction Year 2003

62573 – Shoulder Repair and Median Cross-Over

August 18 – October 31, 2003

- Reconstruction of the 65th to 47th Street local lane inside shoulder

62591 – Storm Sewer Jacking

November 15, 2003 – June 4, 2004

- Storm sewer jacking from 95th to 67th Streets

Construction Year 2004 to 2005

62594 – 83rd to 79th Street C-D System and Ramps

March 1 – October 31, 2004

- Reconstruction and reconfiguration of the collector-distributor (C-D) ramps between 83rd and 79th Streets
- Replacement of the storm sewer
- Retaining wall construction

62691 – Reconstruct Watermain Crossing under the Dan Ryan from 32nd Street to 63rd Street

May 3, 2004 – June 20, 2005

62590 – 71st to 67th Street C-D System and Ramps

June 21, 2004 – August 15, 2005

- Reconstruction of the collector-distributor (C-D) ramps between 71st and 67th Street
- Improvements to 67th Street / State Street intersection
- Retaining wall construction
- Reconstruction of the 67th Street bridge

62587 – Wentworth Avenue Overpass and Wells Street Realignment

June 21, 2004 – June 30, 2005

- Reconstruction of Wells Street from 67th to 63rd Street
- Reconstruction of Wentworth Avenue bridge

62589 – Skyway Interchange Bridges and Local Lanes Wentworth Avenue to 67th Street

June 21, 2004 – August 15, 2005

- Dan Ryan / Skyway interchange
- Reconstruction of local lanes from 67th to 63rd Street
- Retaining wall construction

62586 – 57th Street Bridge, Retaining Walls, Ramps and Frontage Roads 63rd to 47th Streets

August 1, 2004 – October 31, 2005

- Reconstruction of the frontage roads, Wells Street and Wentworth Avenue, between 63rd and 47th Street
- Construction of eight (8) new ramps between 63rd and 47th Street
- Construction of the new 57th Street bridge over the Dan Ryan
- Retaining walls

62585 – Reconstruct SB Ramps between 39th and 31st Street and Shoulder Reconstruction

September 13, 2004 – November 30, 2005

- Reconstruction of the SB ramps between 39th and 31st Street

62584 – Reconstruct NB Ramps between 39th and 31st Street and Shoulder Reconstruction

September 13, 2004 – November 30, 2004

- Reconstruction of the NB ramps between 39th and 31st Street

62692 – Reconstruct Watermain Crossings under the Dan Ryan from 75th Street to the I-57 Interchange

September 27, 2004 – July 1, 2005

TBA – Reconstruct I-57 Bridge over WB Cross Connection from I-94 and Tunnel over SB I-94

December 21, 2004 – July 4, 2005

62694 – NB Retaining Walls and Ramps from 71st to I-57 and 71st to 75th Street C-D System

February 28, 2005 – December 30, 2005

62695 – SB Retaining Walls and Ramps from 71st Street to I-57 and 71st to 75th Street C-D System

February 28, 2005 – December 30, 2005

Construction Year 2006

62592 – NB Outside Lanes (4, 5, and Shoulder), 71st to I-57 and Miscellaneous Ramps

March 6 – October 27, 2006

- Reconstruction of the local lanes 4, 5, and the outside shoulder for the Dan Ryan I-57 interchange
- Replacement of the storm sewer
- Retaining wall construction

62593 – SB Outside Lanes (4, 5, and Shoulder), 71st to I-57 and Miscellaneous Ramps

March 6 – October 27, 2006

- Reconstruction of the local lanes 4, 5, and the outside shoulder for the Dan Ryan I-57 interchange
- Replacement of the storm sewer
- Retaining wall construction

62302 – SB Express Lanes 71st to 47th Streets

March 6 – October 27, 2006

- Reconstruction of the express lanes between 67th and 47th Street
- Construction of lanes 4 & 5 between 71st and 67th Street

62300 – NB Express Lanes 71st to 31st Streets

March 6 – October 27, 2006

- Reconstruction of the NB and SB express lanes between 71st to 31st Street

Construction Year 2007

62304 – NB Inside Lanes (1, 2 and 3, shoulder and barrier wall) from 71st Street and the I-57 Interchange and Miscellaneous Ramps

March – November 2007

- Reconstruction of the NB local lane 3
- Reconstruction of the I-57 interchange
- Replacement of the storm sewer
- Reconstruction of NB Dan Ryan inside Lanes 1 and 2
- Reconstruction of CTA wall

62305 – SB Inside Lanes (1, 2 and 3, shoulder and barrier wall) from 71st Street and the I-57 Interchange and Miscellaneous Ramps

March – November 2007

- Reconstruction of the SB local lanes 3
- Reconstruction of the I-57 interchange
- Replacement of the storm sewer
- Reconstruction of SB Dan Ryan inside Lanes 1 and 2
- Reconstruction of CTA wall

62303 – SB Local Lanes 71st to 31st Streets and Miscellaneous Ramps

March – November 2007

- Reconstruction of the local lanes between 67th and 47th Street
- Reconstruction of the local lanes 1, 2, and 3 between 71st and 67th Street
- Construction of the WB Skyway ramp to NB Dan Ryan Local

62301 – NB Local Lanes 71st to 31st Streets and Miscellaneous Ramps

March 7 – November 2007

- Reconstruction of the NB and SB local lanes between 47th to 31st Street

- c. The total area of the construction site is estimated to be 612 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is acres 433.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study, which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained in individual Soils Reports for each construction contract.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents, which are incorporated by reference as a part of this plan.

2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

a. Erosion and Sediment Controls

- (i) Stabilization Practices. Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.
- (A) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices:

1. Temporary Erosion Control Seeding shall be applied in accordance with the Special Provision. Seed mixture will depend on the time of year it is applied. Oats will be applied from January 1 to July 31 and Hard Red Winter Wheat from August 1 to December 31.
 2. Short Term Seeding - Seeding Class 2A shall be used to protect bare earth from more than just one or two summer-winter cycles. Due to the length and complexity of this project, it is necessary that short term, final graded slopes be short term seeded as directed by the Engineer.
 3. Stone Riprap - Class A4 stone riprap with filter fabric will be used as protection at the discharge end of most storm sewer and culvert end sections to prevent scouring at the end of pipes and to prevent downstream erosion.
 4. Temporary Tree Protection - Shall consist of items "temporary fencing" and "tree trunk protection" as directed by the engineer and in accordance with Article 201.05 of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction.
 5. Permanent Stabilization - All areas disturbed by construction will be stabilized as soon as permitted with permanent seeding following the finished grading, but always within seven days with Temporary Erosion Control Seeding. Erosion Blankets will be installed over fill slopes, which have been brought to final grade and have been seeded to protect the slopes from rill and gully erosion and allow seeds to germinate properly.
 6. Erosion Control Blankets and Mulching - Erosion control blankets will be installed over fill slopes and in high velocity areas that have been brought to final grade and seeded to protect slopes from erosion and allow seeds to germinate. Mulch will be applied in relatively flat areas to prevent further erosion.
- (ii) Structural Practices. Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices:

1. Sediment Control, Stabilized Construction Access - Coarse aggregate overlaying a geotextile fabric will be placed in locations necessary for contractor access. The aggregate surface of the access points will capture soil debris, reducing the amount of soil deposits placed on to the roadway by vehicles leaving the work zones.
2. Inlet Filters - Inlet and Pipe Protection will be provided for storm sewers. These filters will be placed in every inlet, catch basin or manhole with an open lid, which will drain water during at least a 10-year storm event. The Erosion Control Plan will identify the structures requiring Inlet filters.
3. Sediment Control, Silt Fence - A silt fence will be placed adjacent to the areas of construction to intercept waterborne silt and prevent it from leaving the site. These areas are marked on the erosion control plans in each contract.
4. Sediment Control, Temporary Ditch Checks - Rolled excelsior ditch checks will be placed in swales at the rate of one for every 0.3 meters (1 foot) in vertical drop, or as directed by the Engineer, in order to prevent downstream erosion.
5. Sediment Control, Temporary Stream Crossing - Coarse aggregate overlaying a geotextile fabric will be placed in locations necessary for contractor access over water channels. The aggregate surface of the crossing will reduce the amount of soil disturbance in the streams.
6. Sediment Control, Temporary Pipe Slope Drain - This item consists of a pipe with flared end sections, placed daily, along with anchor devices in conjunction with temporary berms that direct runoff down an unstabilized slope.
7. Sediment Control, Dewatering Basins will be provided at wherever the contractor is removing and discharging water from excavated areas and the water is not being routed through a sediment trap or basin.
8. Stone riprap will be provided at several storm and culvert outlets as a measure for erosion and sediment control where needed during and after the project.
9. Bridges will be designed to reduce the potential for scouring.
10. Underdrains will be used to minimize potential erosion caused by surface water flows by reducing the subsurface water which can cause failed pavements, unstable shoulders and other disturbed areas.

11. Covers will be placed on open ends of pipes in trenches.

The structural practices indicated above may not be used in every contract. The Erosion Control Plans included in every contract will indicate which structural practices are required for that contract.

b. Storm Water Management

Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- (i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). **The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**
- (ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).
- (iii) The Department proposes to remove vegetation within the project limits as necessary for construction. The Department proposes to revegetate according to the City of Chicago Landscape Framework Plan.

c. Other Controls

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR40 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: See Landscape Design and Erosion Control for further details. In addition, Guidance Memorandums #02-14 and #02-22 leading up to the ILR40NPDES Permit Requirements IDOT Strategies of Storm Water Management will be complied with along with Construction Memorandum 02-60.

3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan:

Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or pollution runoff in compliance with environmental law and EPA Water Quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site. The construction field engineer on a weekly basis shall inspect the project to determine that erosion controls efforts are in place and effective and if other control is necessary. Sediment collected during construction by the various temporary erosion systems shall be disposed on the site on a regular basis as directed by the Engineer.

All erosion and sediment control measures will be checked weekly and after each significant rainfall (13 mm (0.5 inch) or greater in a 24 hour period). The following items will be checked:

1. Seeding - all erodable bare earth areas will be temporarily seeded and inspected on a weekly basis to minimize the amount of erodable surface within the contract limits.
2. Silt Filter Fence, all types
3. Erosion Control Blanket
4. Tree Protection
5. Ditch Checks
6. Temporary slope drains
7. Sediment/dewatering basins
8. Stabilized construction entrances

All maintenance of the erosion control systems will be the responsibility of the contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should also be inspected periodically. Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 13 mm (0.5 inch) or greater rainfall, or an equivalent snowfall.

4. Inspections

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

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.

- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

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

5. Non-Storm Water Discharges

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge.

Dewatering activities for footing and pier construction of retaining walls and bridges will be a source of non-storm water discharge during construction. Contractors should discharge dewatering activities to a temporary settling basing surrounded by silt fence.

The cutting of joints in PCC pavements or bridge deck grooving will result in slurry. This slurry must be contained on the deck/pavement and cleaned up.

An additional source of non-storm water discharge during construction is the slurry from washing out redi-mix concrete trucks. Redi-mix concrete trucks should wash out in in designated areas surrounded by silt fence. After all PCC items have been constructed, the dried concrete wash material should be cleaned up and properly disposed of. It will be the contractor's responsibility to secure these designated areas for the duration of their use. The Engineer must approve the locations.

On site maintenance of equipment must be performed in accordance with environmental law, such as proper storage and no dumping of old engine oil or other fluids on site.

Good Housekeeping

1. An effort will be made to store only enough product required to do the job.
2. All materials stored on site will be stored in a neat, orderly manner in their appropriate containers, and if possible, under a roof or other enclosure.
3. Products will be kept in their original containers with the original manufacturer's label.
4. Substances will not be mixed with one another unless recommended by the manufacturer.
5. The site superintendent will inspect daily to ensure proper use and disposal of materials on the site.
6. Whenever possible, all of a product will be used up before disposing of the container.
7. Follow manufacturer's recommended practices for use and disposal.



Contractor Certification Statement

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR40, issued by the Illinois Environmental Protection Agency on ____ ____, 2003.

Project Information:

Route I-90/94 Dan Ryan Expressway Marked Dan Ryan Expressway
I-57 at Illinois Route 1 (Halsted
St) & I-90 at MLK to 31st Street

Section See individual contract Project No. Various Contract Numbers –
Refer to Attachment

County Cook

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 40) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number

Storm Water Pollution Prevention Plan – Attachment

Project Limits: Dan Ryan Expressway I-57 at Illinois Route 1 (Halsted St) & I-90 at MLK to 31st Street

Attachment: Contract Numbers and Description. Note that the contract numbers are listed in numerical order.

| IDOT Contract No. | Description |
|-------------------|---|
| 62300 | Reconstruct NB Express Lanes from 31st Street to 71st Street |
| 62301 | Reconstruct NB Local Lanes from 31st St. to Wentworth Ave. and Misc. Ramps |
| 62302 | Reconstruct SB Express Lanes from 31st Street to 71st Street |
| 62303 | Reconstruct SB Local Lanes from 31st St. to Wentworth Ave. and Misc. Ramps |
| 62304 | Reconstruct NB Inside Lanes (1-3, shoulder and barrier wall) from 71st Street to I-57 Interchange |
| 62305 | Reconstruct SB Inside Lanes (1-3, shoulder and barrier wall) from 71st Street to I-57 Interchange |
| 62573 | Shoulder Rehabilitation from 47th St. to 71st St. |
| 62584 | Reconstruct NB ramps between 31st and 39th Street and Shoulder Rehabilitation |
| 62585 | Reconstruct SB ramps between 31st and 39th Street and Shoulder Rehabilitation |
| 62586 | Reconstruct 57th St. Bridge, and Frontage Rds., Retaining Walls, and Ramps between 47th and 59th. Streets |
| 62587 | Wentworth Avenue Overpass Reconstruction and Wells Street Realignments |
| 62589 | Skyway Interchange Bridges and Local Lanes from Wentworth Avenue to 67th Street |
| 62590 | Reconstruct 67th St. Bridge and NB and SB C-D System between 67th and 71st St. |
| 62591 | Storm Sewer Jacking & Collector Sewers from 67th Street to 95th Street. |
| 62592 | Reconstruct NB Outside Lanes (4, 5, shoulder) from 71st to I-57 Interchange |
| 62593 | reconstruct SB Outside Lanes (4, 5, shoulder) from 71st to I-57 Interchange |
| 62594 | Reconstruct NB and SB C-D System and Ramps between 79th and 83rd Streets |
| 62691 | Reconstruct Watermain crossings under Dan Ryan from 32nd to 63rd |
| 62692 | Reconstruct Watermain Crossings Under the Dan Ryan from 75th St. to I-57 Interchange |
| 62693 | Frontage Rds., Retaining Walls, and Ramps between 59th. and 63rd. |
| 62694 | Reconstruct NB Retaining Walls & Ramps from 71st to I-57 Interchange, and 71st to 75th C-D System |
| 62695 | Reconstruct SB Retaining Walls & Ramps from 71st to I-57 Interchange, and 71st to 75th C-D System |
| TBA | Reconstruct NB I-57 Bridge over WB cross connection from I-94 & tunnel over SB I-94 |

EROSION CONTROL BLANKET

This Special Provision revises Section 251 of the Standard Specifications for Road and Bridge Construction to eliminate the use of Excelsior Blanket for Erosion Control Blanket.

Delete Article 251.04(a) Excelsior Blanket.

AGGREGATE SHIPPING TICKETS (BDE)

Effective: January 1, 2006

Add the following to Article 1003.01 of the Standard Specifications:

- “(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

Add the following to Article 1004.01 of the Standard Specifications:

- “(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

Add the following to Article 1005.01 of the Supplemental Specifications:

- “(d) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

80156

AUTHORITY OF RAILROAD ENGINEER (BDE)

Effective: July 1, 2004

Revise Article 105.02 of the Standard Specifications to read:

“**105.02 Authority of Railroad Engineer.** Whenever the safety of railroad traffic is concerned, the Railroad Engineer will have jurisdiction over safety measures to be taken and his/her decision as to the methods, procedures, and measures used shall be final, and any and all Contractors performing work near or about the railroad shall be governed by such decision. Instructions to the Contractor by the Railroad Engineer will be given through the Engineer. Work ordered as specified herein will be classified and paid for according to Article 104.02. Work performed for the Contractor’s convenience will not be paid for separately but shall be considered as included in the contract.”

80128

BITUMINOUS CONCRETE SURFACE COURSE (BDE)

Effective: April 1, 2001

Revised: April 1, 2003

Replace the fourth paragraph of Article 406.23(b) of the Standard Specifications with the following:

“Mixture for cracks, joints, flangeways, leveling binder (machine method), leveling binder (hand method) and binder course in excess of 103 percent of the quantity specified by the Engineer will not be measured for payment.

Surface course mixture in excess of 103 percent of adjusted plan quantity will not be measured for payment. The adjusted plan quantity for surface course mixtures will be calculated as follows:

Adjusted Plan Quantity = C x quantity shown on the plans or as specified by the Engineer.

where C = metric: $C = \frac{G_{mb} \times 24.99}{U}$ English: $C = \frac{G_{mb} \times 46.8}{U}$

and where:

G_{mb} = average bulk specific gravity from approved mix design.

U = Unit weight of surface course shown on the plans in kg/sq m/25 mm (lb/sq yd/in.), used to estimate plan quantity.

24.99 = metric constant.

46.8 = English constant.

If project circumstances warrant a new surface course mix design, the above equations shall be used to calculate the adjusted plan quantity for each mix design using its respective average bulk specific gravity.”

80050

BITUMINOUS EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

“The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and/or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by; the paver manufacturer to prevent segregation have been installed and are operational.

Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to the placement of a surface course or at other times throughout the work.”

80142

CHAIR SUPPORTS (BDE)

Effective: November 1, 2002
Revised: November 2, 2002

Revise the fourth and fifth paragraphs of Article 421.06(a) to read:

“Pavement reinforcement shall be supported on steel chair supports at the depth below the pavement surface as indicated on the plans. The Contractor shall submit prints of shop drawings showing details of chair supports and their spacing to the Engineer and obtain the Engineer’s approval before any fabrication is begun.

The chair supports shall possess the necessary rigidity and be spaced at intervals close enough to hold the reinforcement at the proper depth and position. However, the spacing of the chair supports shall not exceed 900 mm (3 ft) transversely or 1.2 m (4 ft) longitudinally. The chair supports shall be fabricated with sand plates.”

80077

COARSE AGGREGATE FOR TRENCH BACKFILL, BACKFILL AND BEDDING (BDE)

Effective: April 1, 2001 Revised: November 1, 2003

Revise Article 208.02 of the Standard Specifications to read:

“**208.02 Materials.** Materials shall be according to the following Articles of Section 1000 – Materials:

- (a) Fine Aggregate (Note 1)..... 1003.04
- (b) Coarse Aggregate (Note 2)..... 1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer.”

Revise the first sentence of the second paragraph of subparagraph (b) in Article 208.03 of the Standard Specifications to read:

"Any material meeting the requirements of Articles 1003.04 or 1004.06 which has been excavated from the trenches shall be used for backfilling the trenches."

Add the following to the end of Article 542.02 of the Standard Specifications:

| | |
|--------------------------------------|---------|
| “(bb) Fine Aggregate (Note 1)..... | 1003.04 |
| “(cc) Coarse Aggregate (Note 2)..... | 1004.06 |

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer.”

Revise the first and second sentences of the second paragraph of subparagraph (a) of Article 542.04 of the Standard Specifications to read:

"The unstable and unsuitable material shall be removed to a depth determined by the Engineer and for a width of one diameter (or equivalent diameter) of the pipe on each side of the pipe culvert, and replaced with aggregate. Rock shall be removed to an elevation 300 mm (1 ft) lower than the bottom of the pipe or to a depth equal to 40 mm/m (1/2 in./ft) of ultimate fill height over the top of the pipe culvert, whichever is the greater depth, and for a width as specified in (b) below, and replaced with aggregate."

Revise the second paragraph of subparagraph (c) of Article 542.04 of the Standard Specifications to read:

"Well compacted aggregate, at least 100 mm (4 in.) in depth below the pipe culvert, shall be placed the entire width of the trench and for the length of the pipe culvert, except well compacted impervious material shall be used for the outer 1 m (3 ft) at each end of the pipe. When the trench has been widened by the removal and replacement of unstable or unsuitable material, the foundation material shall be placed for a width not less than the above specified widths on each side of the pipe. The aggregate and impervious material shall be approved by the Engineer and shall be compacted to the Engineer's satisfaction by mechanical means."

Revise subparagraph (e) of Article 542.04 of the Standard Specifications to read:

"(e) Backfilling. As soon as the condition of the pipe culvert will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe culvert, except at the outer 1 m (3 ft) at each end of the culvert which shall be backfilled with impervious material. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate and impervious material shall be placed in 200 mm (8 in.) layers, loose measurement. When using PVC, PE, or corrugated metal pipe, the aggregate shall be continued to a height of at least 300 mm (1 ft) above the top of the pipe and compacted to a minimum of 85 percent of standard lab density by mechanical means. When reinforced concrete pipes are used and the trench is within 600 mm (2 ft) of the pavement structure, the backfill shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

When using PVC, PE, or corrugated metal pipe a minimum of 300 mm (1 ft) of cover from the top of the pipe to the top of the subgrade will be required.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench shall be backfilled with select material, from excavation or borrow, free from large or frozen lumps, clods or rock, meeting the approval of the Engineer. The material shall be placed in layers not exceeding 200 mm (8 in.) in depth, loose measurement and compacted to 95 percent of the standard laboratory density. Compaction shall be obtained by use of mechanical tampers or with approved vibratory compactors. Before compacting, each layer shall be wetted or dried to bring the moisture content within the limits of 80 to 110 percent of optimum moisture content determined according to AASHTO T 99 (Method C). All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the culvert. The filling of the trench shall be carried on simultaneously on both sides of the pipe. The Contractor may, at his/her expense, backfill the entire trench with aggregate in lieu of select material. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means.

The backfill material for all trenches and excavations made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk shall be according to Section 208. The trench backfill material shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When the trench has been widened for the removal and replacement of unstable or unsuitable material, the backfilling with aggregate and impervious material, will be required for a width of at least the specified widths on each side of the pipe. The remaining width of each layer may be backfilled with select material. Each 200 mm (8 in.) layer for the entire trench width shall be completed before beginning the placement of the next layer."

Revise subparagraph (b) of Article 542.05 of the Standard Specifications to read:

"(b) Embankment. Embankment extending to an elevation of 300 mm (1 ft) over the top of the pipe shall be constructed according to Article 542.04(f), except the material up to the elevation of the center of the pipe and extending to a width of at least 450 mm (18 in.) on each side of the pipe, exclusive of the outer 1 m (3 ft) at each end of the pipe, shall consist of aggregate. At the outer 1 m (3 ft) at each end of the culvert, impervious material shall be used."

Add the following paragraph after the first paragraph of Article 542.10 of the Standard Specifications:

“Trench backfill will be measured for payment according to Article 208.03.”

Add the following paragraph after the third paragraph of Article 542.11 of the Standard Specifications:

“Trench backfill will be paid for according to Article 208.04.”

Add the following to of Article 550.02 of the Standard Specifications:

| | |
|-------------------------------------|---------|
| “(m) Fine Aggregate (Note 2)..... | 1003.04 |
| “(n) Coarse Aggregate (Note 3)..... | 1004.06 |

Note 2. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 3. The coarse aggregate shall be wet to the satisfaction of the Engineer.”

Revise the first two sentences of the third paragraph of Article 550.04 of the Standard Specifications to read:

"Well compacted, aggregate bedding material at least 100 mm (4 in.) in depth below the pipe, shall be placed for the entire width of the trench and length of the pipe. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means."

Revise Article 550.07 of the Standard Specifications to read:

"550.07 Backfilling. As soon as the condition of the pipe will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate backfill material shall be placed in 200 mm (8 in.) layers, loose measurement and compacted to the satisfaction of the Engineer by mechanical means. When using PVC pipe, the aggregate shall be continued to a height of at least 300 mm (12 in.) above the top of the pipe.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench and excavation shall be backfilled to the natural line or finished surface as rapidly as the condition of the sewer will permit. The backfill material shall consist of suitable excavated material from the trench or of trench backfill as herein specified. All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the sewer and shall be compacted to the satisfaction of the Engineer by mechanical means. The filling of the trench shall be carried on simultaneously on both sides of the pipe.

The backfill material for trenches and excavation made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk shall be according to Section 208. The backfill material shall be compacted to 85 percent of standard lab density by mechanical means.

All backfill material up to a height of 300 mm (1 ft) above the pipe shall be deposited in uniform layers not exceeding 200 mm (8 in.) thick, loose measurement. The material in each layer shall be compacted to the satisfaction of the Engineer by mechanical means. The backfilling above this height shall be done according to Method 1, 2 or 3 as described below, with the following exceptions.

When trench backfill or excavated material meeting the requirements of Section 208 is required above the first 300 mm (1 ft) of the pipe, the layers shall not exceed 200 mm (8 in.). Gradations CA6 or CA10 shall not be used with Method 2 or Method 3.

Method 1. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be compacted to the satisfaction of the Engineer by mechanical means.

Method 2. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be either inundated or deposited in water.

Method 3. The trench shall be backfilled with loose material, and settlement secured by introducing water through holes jetted into the backfill to a point approximately 600 mm (2 ft) above the top of the pipe. The holes shall be spaced as directed by the Engineer but shall be no farther than 2 m (6 ft) apart.

The water shall be injected at a pressure just sufficient to sink the holes at a moderate rate of speed. The pressure shall be such that the water will not cut cavities in the backfill material nor overflow the surface. If water does overflow the surface, it shall be drained into the jetted holes by means of shallow trenches.

Water shall be injected as long as it will be absorbed by the backfill material and until samples taken from test holes in the trench show a satisfactory moisture content. The Contractor shall bore the test holes not more than 15 m (50 ft) apart and at such other locations in the trench designated by the Engineer. As soon as the watersoaking has been completed, all holes shall be filled with soil and compacted by ramming with a tool approved by the Engineer.

Backfill material which has been watersoaked shall be allowed to settle and dry for at least 10 days before any surface course or pavement is constructed on it. The length of time may be altered, if deemed desirable, by the Engineer. Where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk, the provisions of this paragraph shall also apply.

At the end of the settling and drying period, the crusted top of the backfill material shall be scarified and, if necessary, sufficient backfill material added, as specified in Method 1, to complete the backfilling operations.

The method used for backfilling and compacting the backfill material shall be the choice of the Contractor. If the method used does not produce results satisfactory to the Engineer, the Contractor will be required to alter or change the method being used so the resultant backfill will be satisfactory to the Engineer. Should the Contractor be required to alter or change the method being used, no additional compensation will be allowed for altering or changing the method.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When sheeting and bracing have been used, sufficient bracing shall be left across the trench as the backfilling progresses to hold the sides firmly in place without caving or settlement. This bracing shall be removed as soon as practicable. Any depressions which may develop within the area involved in the construction operation due to settlement of the backfilling material shall be filled in a manner approved by the Engineer.

When the Contractor constructs the trench with sloped or benched sides according to Article 550.04, backfilling for the full width of the excavation shall be as specified, except no additional compensation will be allowed for trench backfill material required outside the vertical limits of the specified trench width.

Whenever excavation is made for installing sewer pipe across earth shoulders or private property, the topsoil disturbed by excavation operations shall be replaced as nearly as possible in its original position, and the whole area involved in the construction operations shall be left in a neat and presentable condition.

When using any PVC pipe, the pipe shall be backfilled with aggregate to 300 mm (1 ft) over the top of the pipe and compacted to a minimum of 85 percent of standard lab density by mechanical means.

When reinforced concrete pipes are used and the trench is within 600 mm (2 ft) of the pavement structure, the backfill shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

Deflection Testing for Storm Sewers. All PVC storm sewers will be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted.

For PVC storm sewers with diameters 600 mm (24 in.) or smaller, a mandrel drag shall be used for deflection testing. For PVC storm sewers with diameters over 600 mm (24 in.), deflection measurements other than by a mandrel drag shall be used.

Where the mandrel is used, the mandrel shall be furnished by the Contractor and pulled by hand through the pipeline with a suitable rope or cable connected to each end. Winching or other means of forcing the deflection gauge through the pipeline will not be allowed.

The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance. The mandrel shall be of a design to prevent it from tipping from side to side and to prevent debris build-up from occurring between the channels of the adjacent fins or legs during operation. Each end of the core of the mandrel shall have fasteners to which the pulling cables can be attached. The mandrel shall have 9, various sized fins or legs of appropriate dimension for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size and percent of deflection allowable.

The outside diameter of the mandrel shall be 95 percent of the base inside diameter, where the base inside diameter is:

For all PVC pipe (as defined using ASTM D 3034 methodology):

If the pipe is found to have a deflection greater than specified, that pipe section shall be removed, replaced, and retested."

Revise subparagraph (c) of Article 1003.04 of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation shall be as follows:

Backfill, bedding and trench backfill for pipe culverts and storm sewers FA 1, FA 2, FA 6, or FA 21
Porous granular embankment and backfill, french drains, and sand backfill for
underdrains FA 1, FA 2, or FA20 (Note 1)

Note 1: For FA 1, FA 2, and FA 20 the percent passing the 75 μ m (No. 200) sieve shall be 2 ± 2 ."

Revise the title of Article 1004.06 of the Standard Specifications to read:

"Coarse Aggregate for Blotter, Embankment, Backfill, Trench Backfill, French Drains, and Bedding."

Add the following to the end of subparagraph (c) of Article 1004.06 of the Standard Specifications:

"Backfill, bedding, and trench backfill for pipe culverts and storm sewers CA 6, CA 10, and CA 18"

80051

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: July 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

“(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. Other admixtures may be used when approved by the Engineer, or if specified by the contract. If an accelerating admixture is permitted by the Engineer, it shall be the non-chloride type.

At the Contractor’s option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP.”

Revise Section 1021 of the Standard Specifications to read:

“SECTION 1021. CONCRETE ADMIXTURES”

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may 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 to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. 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.

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 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

In addition to the report, 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 335 kg/cu m (5.65 cwt/cu yd). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by the AASHTO Accreditation Program.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161, Procedure B.

The manufacturer shall include in the submittal the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

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 the AASHTO Accreditation Program.

All admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass (weight).

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)”
 80094

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revised: November 1, 2005

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

“Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete.”

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the “Unit Price Adjustments” table of Article 503.22 of the Standard Specifications to read:

| “UNIT PRICE ADJUSTMENTS | |
|--|----------------------------------|
| Type of Construction | Percent Adjustment in Unit Price |
| For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals): | |
| When protected by: | |
| Protection Method II | 115% |
| Protection Method I | 110% |
| For concrete in superstructures: | |
| When protected by: | |
| Protection Method II | 123% |
| Protection Method I | 115% |
| For concrete in footings: | |
| When protected by: | |
| Protection Method I, II or III | 107% |
| For concrete in slope walls: | |
| When protected by: | |
| Protection Method I | 107%” |

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

“All test specimens shall be cured with the units according to Article 1020.13.”

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article.”

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“For curing, air vents shall be in place and shall be so arranged that no water can enter the void tubes during the curing of the members.”

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13.”

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days.”

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the “Index Table of Curing and Protection of Concrete Construction” table of Article 1020.13 of the Standard Specifications to read:

| “INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION | | | |
|--|--|--------------------------------------|---|
| TYPE OF CONSTRUCTION | CURING METHODS | CURING PERIOD DAYS | LOW AIR TEMPERATURE PROTECTION METHODS |
| Cast-in-Place Concrete: ^{11/} | | | |
| Pavement | | | |
| Shoulder | 1020.13(a)(1)(2)(3)(4)(5) ^{3/ 5/} | 3 | 1020.13(c) |
| Base Course | | | |
| Base Course Widening | 1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/} | 3 | 1020.13(c) |
| Driveway | | | |
| Median | | | |
| Curb | | | |
| Gutter | 1020.13(a)(1)(2)(3)(4)(5) ^{4/ 5/} | 3 | 1020.13(c) ^{16/} |
| Curb and Gutter | | | |
| Sidewalk | | | |
| Slope Wall | | | |
| Paved Ditch | | | |
| Catch Basin | | | |
| Manhole | 1020.13(a)(1)(2)(3)(4)(5) ^{4/} | 3 | 1020.13(c) |
| Inlet | | | |
| Valve Vault | | | |
| Pavement Patching | 1020.13(a)(1)(2)(3)(4)(5) ^{2/} | 3 ^{12/} | 1020.13(c) |
| Pavement Replacement | 1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/} | 3 | 442.06(h) and 1020.13(c) |
| Railroad Crossing | 1020.13(a)(3)(5) | 1 | 1020.13(c) |
| Piles | 1020.13(a)(3)(5) | 7 | 1020.13(e)(1)(2)(3) |
| Footings | | | |
| Foundation Seals | 1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/} | 7 | 1020.13(e)(1)(2)(3) |
| Substructure | 1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/} | 7 | 1020.13(e)(1)(2)(3) |
| Superstructure (except deck) | 1020.13(a)(1)(2)(3)(5) ^{8/} | 7 | 1020.13(e)(1)(2) |
| Deck | 1020.13(a)(5) | 7 | 1020.13(e)(1)(2) ^{17/} |
| Retaining Walls | 1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/} | 7 | 1020.13(e)(1)(2) |
| Pump Houses | 1020.13(a)(1)(2)(3)(4)(5) ^{1/} | 7 | 1020.13(e)(1)(2) |
| Culverts | 1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/} | 7 | 1020.13(e)(1)(2) ^{18/} |
| Other Incidental Concrete | 1020.13(a)(1)(2)(3)(5) | 3 | 1020.13(c) |
| Precast Concrete: ^{11/} | | | |
| Bridge Beams | | | |
| Piles | | | |
| Bridge Slabs | 1020.13(a)(3)(5) ^{9/ 10/} | As required. | ^{13/} 504.06(c)(6), 1020.13(e)(2) ^{19/} |
| Nelson Type Structural Member | | | |
| All Other Precast Items | 1020.13(a)(3)(4)(5) ^{2/ 9/ 10/} | As required. | ^{14/} 504.06(c)(6), 1020.13(e)(2) ^{19/} |
| Precast, Prestressed Concrete: ^{11/} | | | |
| All Items | 1020.13(a)(3)(5) ^{9/ 10/} | Until strand tensioning is released. | ^{15/} 504.06(c)(6), 1020.13(e)(2) ^{19/} |

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C (45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).
- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

“(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3).”

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

“Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:”

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

“Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities, and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection, and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced at no additional cost to the Department.”

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

“The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period.”

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

“The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period.”

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

“1022.06 Cotton Mats. Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired.”

Add the following Article to Section 1022 of the Standard Specifications:

“1022.07 Linseed Oil Emulsion Curing Compound. Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be 50 ± 4 percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be 50 ± 4 percent by volume.”

Revise Article 1020.14 of the Standard Specifications to read:

“1020.14 Temperature Control for Placement. Temperature control for concrete placement shall be according to the following.

- (a) Temperature Control other than Structures. The temperature of the concrete immediately before placement shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

- (b) Temperature Control for Structures. The temperature of the concrete, as placed in the forms, shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F). When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

- (c) Temperature. The concrete temperature shall be determined according to ASTM C 1064.”

80114

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 22, 2005

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100% 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% 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.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 18.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and

- (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% 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% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% 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 contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

(e) DBE as a material supplier:

- (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
- (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include

additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. 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 (10) 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.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the 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) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor 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 Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029

EPOXY COATING ON REINFORCEMENT (BDE)

Effective: April 1, 1997
Revised: January 1, 2003

For work outside the limits of bridge approach pavement, all references to epoxy coating in the Highway Standards and Standard Specifications for reinforcement, tie bars and chair supports will not apply for pavement, shoulders, curb, gutter, combination curb and gutter and median.

31578

EPOXY PAVEMENT MARKING (BDE)

Effective: January 1, 2001

Revised: August 1, 2003

Revise Article 1095.04(b) of the Standard Specifications to read:

"(b) The Epoxide Value (WPE) of Component A shall be tested according to ASTM D 1652 on a pigment free basis. The WPE shall not vary more than plus or minus 50 units of the qualification samples."

Revise Article 1095.04(c) of the Standard Specifications to read:

"(c) The Total Amine Value of Component B shall be tested according to ASTM D 2074. The Total Amine Value shall not vary more than plus or minus 50 units of the qualification samples."

Revise Article 1095.04(g) of the Standard Specifications to read:

"(g) The epoxy pavement marking material, when mixed in the proper mix ratio and applied at 0.35 mm to 0.41 mm (14 to 16 mils) wet film thickness and with the proper saturation of glass spheres, shall exhibit a dry no pick-up time of twenty minutes or less when tested according to ASTM D 711."

Revise Article 1095.04(m) of the Standard Specifications to read:

“(m) The glass beads meet the requirements of Article 1095.07 and the following:

- (1) The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements.

| Sieve Size | U.S. Standard Sieve Number | % Passing (by weight) |
|-------------|----------------------------|-----------------------|
| 1.70 mm | 12 | 95-100 |
| 1.40 mm | 14 | 75-95 |
| 1.18 mm | 16 | 10-47 |
| 1.00 mm | 18 | 0-7 |
| 850 μ m | 20 | 0-5 |

- (2) The second drop glass beads shall be Type B.”

Revise the second sentence of the first paragraph of Article 1095.04(n) of the Standard Specifications to read:

“Subject the coated panel for 75 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV – condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps).”

80041

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001

Revised: November 1, 2001

When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will direct the Contractor in writing to correct the deficiency. The Contractor shall then correct the deficiency within 24 hours. The 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 National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities.

If the Contractor fails to correct the deficiency(s) within 24 hours, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The time period will begin with the initial written notification to the Contractor and end with the Engineer's acceptance of the corrected work. The per calendar day deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater.

If the Contractor fails to respond, the Engineer may correct the deficiencies and deduct the cost from monies due or which may become due the Contractor. This corrective action shall in no way relieve the Contractor of his/her contractual requirements or responsibilities.

80055

EXPANSION JOINTS (BDE)

Effective: August 1, 2003

Add the following paragraph after the second paragraph of Article 420.10(e) of the Standard Specifications:

“After the dowel bars are oiled, plastic expansion caps shall be secured to the bars maintaining a minimum expansion gap of 50 mm (2 in.) between the end of the bar and the end of the cap. The caps shall fit snugly on the bar and the closed end shall be watertight. For expansion joints formed using dowel bar basket assemblies, the caps shall be installed on the alternating free ends of the bars. For expansion joints formed using a construction header, the caps shall be installed on the exposed end of each bar once the header has been removed and the joint filler material has been installed.”

80103

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revised: January 1, 2006

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

“The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e).”

Revise Article 701.04(c)(6) of the Standard Specifications to read:

“(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger’s chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments.”

80101

FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

Revise the first sentence of Article 1004.02(f) of the Standard Specifications to read:

“When coarse aggregate is used to produce portland cement concrete for base course, base course widening, pavement, driveway pavement, sidewalk, shoulders, curb, gutter, combination curb and gutter, median, paved ditch or their repair using concrete, the gradation permitted will be determined from the results of the Department’s Freeze-Thaw Test.”

80079

HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

“The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed.”

80054

IMPACT ATTENUATORS, TEMPORARY (BDE)

Effective: November 1, 2003

Revised: April 1, 2004

Description. This work shall consist of furnishing, installing, maintaining, and removing temporary impact attenuators of the category and test level specified.

Materials. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

| Item | Article/Section |
|--|---------------------------|
| (a) Fine Aggregate (Note 1)..... | 1003.01 |
| (b) Steel Posts, Structural Shapes, and Plates | 1006.04 |
| (c) Rail Elements, End Section Plates, and Splice Plates | 1006.25 |
| (d) Bolts, Nuts, Washers and Hardware | 1006.25 |
| (e) Hollow Structural Tubing | 1006.27(b) |
| (f) Wood Posts and Wood Blockouts..... | 1007.01, 1007.02, 1007.06 |
| (g) Preservative Treatment..... | 1007.12 |
| (h) Rapid Set Mortar (Note 2) | |

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.

Note 2. Rapid set mortar shall be obtained from the Department's approved list of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs. For a rapid set mortar mixture, one part packaged rapid set cement shall be combined with two parts fine aggregate, by volume or a packaged rapid set mortar shall be used. Mixing of the rapid set mortar shall be according to the manufacturer's instructions.

CONSTRUCTION REQUIREMENTS

General. 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.

Markings. 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.

Maintenance. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

Relocate. 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.

Removal. 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.

Method of Measurement. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS, TEMPORARY (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.

80110

INLET FILTERS (BDE)

Effective: August 1, 2003

Add the following to Article 280.02 of the Standard Specifications:

“(k) Inlet Filters..... 1081.15(h)”

Add the following paragraph after the first paragraph of Article 280.04(c) of the Standard Specifications:

“When specified, drainage structures shall be protected with inlet filters. Inlet filters shall be installed either directly on the drainage structure or under the grate of the drainage structure resting on the lip of the frame. The fabric bag shall hang down into the drainage structure. Prior to ordering materials, the Contractor shall determine the size and shape of the various drainage structures being protected.”

Revise Article 280.07(d) of the Standard Specifications to read:

“(d) Inlet and Pipe Protection. This work will be paid for at the contract unit price per each for INLET AND PIPE PROTECTION.

Protection of drainage structures with inlet filters will be paid for at the contract unit price per each for INLET FILTERS.”

Add the following to Article 1081.15 of the Standard Specifications:

“(h) Inlet Filters. An inlet filter shall consist of a steel frame with a two piece geotextile fabric bag attached with a stainless steel band and locking cap that is suspended from the frame. A clean, used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials. Materials for the inlet filter assembly shall conform to the following requirements:

(1) Frame Construction. Steel shall conform to Article 1006.04.

Frames designed to fit under a grate shall include an overflow feature that is welded to the frame’s ring. The overflow feature shall be designed to allow full flow of water into the structure when the filter bag is full. The dimensions of the frame shall allow the drainage structure grate to fit into the inlet filter assembly frame opening. The assembly frame shall rest on the inside lip of the drainage structure frame for the full variety of existing and proposed drainage structure frames that are present on this contract. The inlet filter assembly frame shall not cause the drainage structure grate to extend higher than 6 mm (1/4 in.) above the drainage structure frame.

(2) Grate Lock. When the inlet is located in a traffic lane, a grate lock shall be used to secure the grate to the frame. The grate lock shall conform to the manufacturer’s requirements for materials and installation.

(3) Geotextile Fabric Bag. The sediment bag shall be constructed of an inner filter bag and an outer reinforcement bag.

a. Inner Filter Bag. The inner filter bag shall be constructed of a polypropylene geotextile fabric with a minimum silt and debris capacity of 0.06 cu m (2.0 cu ft). The bag shall conform to the following requirements:

| Inner Filter Bag | | |
|-------------------------|-------------|-------------------------------|
| Material Property | Test Method | Minimum Avg. Roll Value |
| Grab Tensile Strength | ASTM D 4632 | 45 kg (100 lb) |
| Grab Tensile Elongation | ASTM D 4632 | 50% |
| Puncture Strength | ASTM D 4833 | 29 kg (65 lb) |
| Trapezoidal Tear | ASTM D 4533 | 20 kg (45 lb) |
| UV Resistance | ASTM D 4355 | 70% at 500 hours |
| Actual Open Size | ASTM D 1420 | 212 µm (No. 70 sieve US) |
| Permittivity | ASTM D 4491 | 2.0/sec |
| Water Flow Rate | ASTM D 4491 | 5900 Lpm/sq m (145 gpm/sq ft) |

- b. Outer Reinforcement Bag. The outer reinforcement bag shall be constructed of polyester mesh material that conforms to the following requirements:

| Outer Reinforcement Bag | | |
|-------------------------|-------------|----------------------------------|
| Material Property | Test Method | Value |
| Content | ASTM D 629 | Polyester |
| Weight | ASTM D 3776 | 155 g/sq m (4.55 oz/sq yd) ±15% |
| Whales (holes) | ASTM D 3887 | 7.5 ± 2 holes/25 mm (1 in.) |
| Chorses (holes) | ASTM D 3887 | 15.5 ± 2holes/25 mm (1 in.) |
| Instronball Burst | ASTM D 3887 | 830 kPa (120 psi) min. |
| Thickness | ASTM D 1777 | 1.0 ± 0.1 mm (0.040 ± 0.005 in.) |

- (4) Certification. The manufacturer shall furnish a certification with each shipment of inlet filters, stating the amount of product furnished, and that the material complies with these requirements.”

80104

MINIMUM LANE WIDTH WITH LANE CLOSURE (BDE)

Effective: January 1, 2005

Add the following paragraph after the eighth paragraph of Article 701.04(a) of the Standard Specifications.

“The minimum lane width adjacent to a closed lane during paving, patching, and other moving operations on freeways and expressways shall be a minimum of 3 m (10 ft). The 3 m (10 ft) shall be clear, unobstructed, and free of channelizing devices or other obstacles.”

80137

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

“**109.07 Partial Payments.** Partial payments will be made as follows:

- (a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) **Material Allowances.** At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

80116

PAVEMENT THICKNESS DETERMINATION FOR PAYMENT (BDE)

Effective: April 1, 1999

Revised: January 1, 2004

Description. This work shall consist of determining pavement thickness for payment for full depth bituminous concrete and all pcc pavements. Pavement pay items that individually contain at least 840 sq m (1000 sq yd) of contiguous pavement will be subject to this Special Provision with the following exclusions: temporary pavements; variable width pavement; radius returns and side streets less than 125 m (400 ft) in length; and turn lanes of constant width less than 125 m (400 ft) in length. The areas of pavement excluded from the pay adjustment as described in this Special Provision will be cored according to Article 407.10 of the Standard Specifications. Temporary pavements are defined as pavements constructed and removed under this contract.

Materials. Rapid set materials shall be obtained from the Department's approved list of Packaged, Dry, Rapid Hardening Cementitious Materials For Concrete Repairs. Coarse aggregate may be added to the mortar if allowed by the manufacturer's instructions on the package. Mixing shall be according to the manufacture's recommendations.

Equipment. Cores shall be taken utilizing an approved coring machine. The cores shall have a diameter of 50 mm (2 in.). The cores shall be measured utilizing an approved measuring device.

CONSTRUCTION REQUIREMENTS

Tolerance in Thickness. Determination of the pavement thickness shall be performed after the pavement surface tests and all corrective grinding are complete according to Article 407.09 of the Standard Specifications. Adjustments made in the contract unit price for pavement thickness will be in addition to and independent of those made for the Profile Index.

The pavement will be divided into approximately equal lots of not more than 1500 m (5000 ft) in length. When the length of a continuous strip of pavement is less than 1500 m (5000 ft), these short lengths of pavement, ramps, turn lanes, and other short sections of continuous pavement shall be grouped together to form lots of approximately 1500 m (5000 ft) 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 subplot 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.

Fifty millimeter (Two inch) cores shall be taken from the pavement by the Contractor at random locations selected by the Engineer. When computing the thickness of a lot, one core will be taken per subplot. Core locations will be specified by the Engineer prior to beginning the coring operations.

The Contractor and the Engineer shall witness the coring operations, the measurement, 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 discarded.

Patching Holes. Upon completion of coring, all core holes shall be filled with a rapid set mortar or concrete. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent pavement.

For a rapid set mortar mixture, one part packaged rapid set cement shall be combined with two parts fine aggregate, by volume; or a packaged rapid set mortar shall be used. For a rapid set concrete mixture, a packaged rapid set mortar shall be combined with coarse aggregate according to the manufacturer's instructions or a packaged rapid set concrete shall be used. Mixing of a rapid set mortar or concrete shall be according to the manufacturer's instructions.

Deficient Sublot. When the thickness of the core in a sublot is deficient by more than ten percent of plan thickness, the Contractor will have the option of taking three additional cores selected at random by the Engineer within the same sublot at the Contractor's expense. The thickness of the additional three cores will be averaged with the original core thickness. When the average thickness shows the sublot to be deficient by ten percent or less, no additional action is necessary. If the Contractor chooses not to take additional cores, the pavement in the sublot shall be removed and replaced at the Contractor's expense. When additional cores are taken and the average thickness of the additional cores show the sublot to be deficient by more than ten percent, the pavement in that sublot shall be removed and replaced at the Contractor's expense. When requested in writing by the Contractor, the Engineer, at his/her option, may permit in writing such thin pavement to remain in place. For Bituminous Concrete Pavement (Full Depth) allowed to remain in place, additional lift(s) may be placed, at the Contractor's expense, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The material thickness(es), areas to be overlaid, and method of placement used for additional lift(s) will be approved by the Engineer. When the thin pavement is removed and replaced or additional lifts are placed, the replacement pavement will be retested for thickness at the Contractor's expense. When the thin pavement is left in place and no additional lift(s) are placed, no payment will be made for the deficient pavement sublot. The thickness of the original core taken in the sublot will be used in determining the payment for the entire lot and no adjustment to the pay factor will be made for any corrective action taken.

Deficient Lot. After analyzing the cores, the Percent Within Limits will be calculated. A lot of pavement represented by the Percent Within Limits (PWL) of 60 percent or less, shall be removed and replaced at the Contractor's expense. When requested in writing by the Contractor, the Engineer, at his/her option, may permit in writing such pavement to remain in place. For Bituminous Concrete Pavement (Full Depth), allowed to remain in place, additional lift(s) may be placed, at the Contractor's expense, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The material, thickness(es), areas to be overlaid and method of placement used for the additional lift(s) will be approved by the Engineer. After either corrective action, the Contractor shall core the lot according to the "Coring Procedures" at no additional cost to the Department. The PWL will then be recalculated for the lot, however, the pay factor for the lot will be a maximum of 100 percent. When requested in writing by the Contractor, the Engineer, at his/her option, may permit in writing, the lot to remain in place. When the lot is left in place and no additional lifts are placed the pay factor for the lot will be based on the calculated PWL.

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 cores in addition to those specified. 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. These additional cores and locations will be determined prior to commencement of coring operations. When the additional cores show the pavement to be deficient by more than ten percent, additional cores shall be taken at locations determined by the Engineer to determine the limits of the deficient pavement area. The deficient pavement area will be defined as the area between two acceptable cores. An acceptable core is a core with a thickness of 90 percent or more of plan thickness. The defined pavement area shall be removed and replaced at the Contractor's expense. When requested by the Contractor, the

Engineer, at his/her option, may permit in writing such thin pavement to remain in place. On Bituminous Concrete Pavement (Full Depth) allowed to remain in place, additional lift(s) may be placed to bring the deficient pavement to plan thickness when the Engineer determines that grade control conditions will permit such lift(s). The material, thickness(es), areas to be overlaid and method of placement for the additional lift(s) will be approved by the Engineer. When the thin pavement is removed and replaced or additional lifts are placed, the replacement pavement will be retested for thickness at the Contractor's expense. When the thin 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 deficient by ten percent or less the additional cores will be paid for according to Article 109.04. When the additional cores show the pavement to be deficient by more than ten percent the additional cores taken in the deficient area shall be at the Contractor's expense.

Profile Index Adjustment. After any section of pavement is removed and replaced or any additional lifts are added, the corrected areas shall be tested for pavement smoothness and any necessary Profile Index adjustments and/or corrections will be made based on these final profile readings. Such surface testing shall be performed at the Contractor's expense.

Core Analysis. Cores will be analyzed according to the following:

(a) Definition:

- x_i = Individual values (core lengths) under consideration
- n = Number of individual values under consideration
(10 per lot)
- \bar{x} = Average of the values under consideration
- LSL = Lower Specification Limit (LSL = 0.98 plan thickness for pavement)
- Q_L = Lower Quality Index
- S = Sample Standard Deviation
- PWL = Percent Within Limits

Determine \bar{x} for the lot to the nearest two decimal places.

Compute the sample standard deviation to the nearest three decimal places using:

$$S = \sqrt{\frac{\sum (x_i - \bar{x})^2}{n-1}} \quad \text{where} \quad \sum (x_i - \bar{x})^2 = (x_1 - \bar{x})^2 + (x_2 - \bar{x})^2 + \dots + (x_{10} - \bar{x})^2$$

Determine the Lower Quality Index to the nearest two decimal places using:

$$Q_L = \frac{(\bar{x} - LSL)}{S}$$

Determine the percentage that will fall above the Lower Specification Limit (LSL) by going to the attached Table and utilizing calculated Q_L . Read the appropriate PWL value from the Table. For Q_L values less than zero the value shown in the table must be subtracted from 100 to obtain PWL.

Pay Adjustment. The following pay adjustment equation will be used to determine (to the nearest two decimal places) the pay factor for each lot.

Pay Factor (PF) in percent = $55 + 0.5 (PWL)$

If \bar{x} for a lot is less than the plan thickness, the maximum pay factor for that lot will be 100 percent.

Total Payment. The payment will be based on the appropriate pay items in Sections 407, 420, and 421. The final payment will be adjusted according to the following equation:

Total Payment = $TPF[CUP (TOTPAVT - DEFPAVT)]$

TPF = Total Pay Factor

CUP = Contract Unit Price

TOTPAVT = Area of Pavement Subject to Coring

DEFPAVT = Area of Deficient Pavement

The TPF for the entire pavement will be the average of the PF for all the lots, however, not more than 102 percent of plan quantity will be paid.

Deficient pavement is defined as an area of pavement represented by a subplot deficient by more than 10 percent which is left in place with no additional thickness added.

All work involved in determining the total payment will be included in the contract unit prices of the pay items involved.

| Percent Within Limits | | | | | | | |
|----------------------------------|-----------------------------|----------------------------------|-----------------------------|----------------------------------|-----------------------------|----------------------------------|-----------------------------|
| Quality Index (Q _L)* | Percent Within Limits (PWL) | Quality Index (Q _L)* | Percent Within Limits (PWL) | Quality Index (Q _L)* | Percent Within Limits (PWL) | Quality Index (Q _L)* | Percent Within Limits (PWL) |
| 0.00 | 50.00 | 0.40 | 65.07 | 0.80 | 78.43 | 1.20 | 88.76 |
| 0.01 | 50.38 | 0.41 | 65.43 | 0.81 | 78.72 | 1.21 | 88.97 |
| 0.02 | 50.77 | 0.42 | 65.79 | 0.82 | 79.02 | 1.22 | 89.17 |
| 0.03 | 51.15 | 0.43 | 66.15 | 0.83 | 79.31 | 1.23 | 89.38 |
| 0.04 | 51.54 | 0.44 | 66.51 | 0.84 | 79.61 | 1.24 | 89.58 |
| 0.05 | 51.92 | 0.45 | 66.87 | 0.85 | 79.90 | 1.25 | 89.79 |
| 0.06 | 52.30 | 0.46 | 67.22 | 0.86 | 80.19 | 1.26 | 89.99 |
| 0.07 | 52.69 | 0.47 | 67.57 | 0.87 | 80.47 | 1.27 | 90.19 |
| 0.08 | 53.07 | 0.48 | 67.93 | 0.88 | 80.76 | 1.28 | 90.38 |
| 0.09 | 53.46 | 0.49 | 68.28 | 0.89 | 81.04 | 1.29 | 90.58 |
| 0.10 | 53.84 | 0.50 | 68.63 | 0.90 | 81.33 | 1.30 | 90.78 |
| 0.11 | 54.22 | 0.51 | 68.98 | 0.91 | 81.61 | 1.31 | 90.96 |
| 0.12 | 54.60 | 0.52 | 69.32 | 0.92 | 81.88 | 1.32 | 91.15 |
| 0.13 | 54.99 | 0.53 | 69.67 | 0.93 | 82.16 | 1.33 | 91.33 |
| 0.14 | 55.37 | 0.54 | 70.01 | 0.94 | 82.43 | 1.34 | 91.52 |
| 0.15 | 55.75 | 0.55 | 70.36 | 0.95 | 82.71 | 1.35 | 91.70 |
| 0.16 | 56.13 | 0.56 | 70.70 | 0.96 | 82.97 | 1.36 | 91.87 |
| 0.17 | 56.51 | 0.57 | 71.04 | 0.97 | 83.24 | 1.37 | 92.04 |
| 0.18 | 56.89 | 0.58 | 71.38 | 0.98 | 83.50 | 1.38 | 92.22 |
| 0.19 | 57.27 | 0.59 | 71.72 | 0.99 | 83.77 | 1.39 | 92.39 |
| 0.20 | 57.65 | 0.60 | 72.06 | 1.00 | 84.03 | 1.40 | 92.56 |
| 0.21 | 58.03 | 0.61 | 72.39 | 1.01 | 84.28 | 1.41 | 92.72 |
| 0.22 | 58.40 | 0.62 | 72.72 | 1.02 | 84.53 | 1.42 | 92.88 |
| 0.23 | 58.78 | 0.63 | 73.06 | 1.03 | 84.79 | 1.43 | 93.05 |
| 0.24 | 59.15 | 0.64 | 73.39 | 1.04 | 85.04 | 1.44 | 93.21 |
| 0.25 | 59.53 | 0.65 | 73.72 | 1.05 | 85.29 | 1.45 | 93.37 |
| 0.26 | 59.90 | 0.66 | 74.04 | 1.06 | 85.53 | 1.46 | 93.52 |
| 0.27 | 60.28 | 0.67 | 74.36 | 1.07 | 85.77 | 1.47 | 93.67 |
| 0.28 | 60.65 | 0.68 | 74.69 | 1.08 | 86.02 | 1.48 | 93.83 |
| 0.29 | 61.03 | 0.69 | 75.01 | 1.09 | 86.26 | 1.49 | 93.98 |
| 0.30 | 61.40 | 0.70 | 75.33 | 1.10 | 86.50 | 1.50 | 94.13 |
| 0.31 | 61.77 | 0.71 | 75.64 | 1.11 | 86.73 | 1.51 | 94.27 |
| 0.32 | 62.14 | 0.72 | 75.96 | 1.12 | 86.96 | 1.52 | 94.41 |
| 0.33 | 62.51 | 0.73 | 76.27 | 1.13 | 87.20 | 1.53 | 94.54 |
| 0.34 | 62.88 | 0.74 | 76.59 | 1.14 | 87.43 | 1.54 | 94.68 |
| 0.35 | 63.25 | 0.75 | 76.90 | 1.15 | 87.66 | 1.55 | 94.82 |
| 0.36 | 63.61 | 0.76 | 77.21 | 1.16 | 87.88 | 1.56 | 94.95 |
| 0.37 | 63.98 | 0.77 | 77.51 | 1.17 | 88.10 | 1.57 | 95.08 |
| 0.38 | 64.34 | 0.78 | 77.82 | 1.18 | 88.32 | 1.58 | 95.20 |
| 0.39 | 64.71 | 0.79 | 78.12 | 1.19 | 88.54 | 1.59 | 95.33 |

*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 _L)* | Percent Within Limits (PWL) |
| 1.60 | 95.46 | 2.00 | 98.83 | 2.40 | 99.89 |
| 1.61 | 95.58 | 2.01 | 98.88 | 2.41 | 99.90 |
| 1.62 | 95.70 | 2.02 | 98.92 | 2.42 | 99.91 |
| 1.63 | 95.81 | 2.03 | 98.97 | 2.43 | 99.91 |
| 1.64 | 95.93 | 2.04 | 99.01 | 2.44 | 99.92 |
| 1.65 | 96.05 | 2.05 | 99.06 | 2.45 | 99.93 |
| 1.66 | 96.16 | 2.06 | 99.10 | 2.46 | 99.94 |
| 1.67 | 96.27 | 2.07 | 99.14 | 2.47 | 99.94 |
| 1.68 | 96.37 | 2.08 | 99.18 | 2.48 | 99.95 |
| 1.69 | 96.48 | 2.09 | 99.22 | 2.49 | 99.95 |
| 1.70 | 96.59 | 2.10 | 99.26 | 2.50 | 99.96 |
| 1.71 | 96.69 | 2.11 | 99.29 | 2.51 | 99.96 |
| 1.72 | 96.78 | 2.12 | 99.32 | 2.52 | 99.97 |
| 1.73 | 96.88 | 2.13 | 99.36 | 2.53 | 99.97 |
| 1.74 | 96.97 | 2.14 | 99.39 | 2.54 | 99.98 |
| 1.75 | 97.07 | 2.15 | 99.42 | 2.55 | 99.98 |
| 1.76 | 97.16 | 2.16 | 99.45 | 2.56 | 99.98 |
| 1.77 | 97.25 | 2.17 | 99.48 | 2.57 | 99.98 |
| 1.78 | 97.33 | 2.18 | 99.50 | 2.58 | 99.99 |
| 1.79 | 97.42 | 2.19 | 99.53 | 2.59 | 99.99 |
| 1.80 | 97.51 | 2.20 | 99.56 | 2.60 | 99.99 |
| 1.81 | 97.59 | 2.21 | 99.58 | 2.61 | 99.99 |
| 1.82 | 97.67 | 2.22 | 99.61 | 2.62 | 99.99 |
| 1.83 | 97.75 | 2.23 | 99.63 | 2.63 | 100.00 |
| 1.84 | 97.83 | 2.22 | 99.66 | 2.64 | 100.00 |
| 1.85 | 97.91 | 2.25 | 99.68 | ≥ 2.65 | 100.00 |
| 1.86 | 97.98 | 2.26 | 99.70 | | |
| 1.87 | 98.05 | 2.27 | 99.72 | | |
| 1.88 | 98.11 | 2.28 | 99.73 | | |
| 1.89 | 98.18 | 2.29 | 99.75 | | |
| 1.90 | 98.25 | 2.30 | 99.77 | | |
| 1.91 | 98.31 | 2.31 | 99.78 | | |
| 1.92 | 98.37 | 2.32 | 99.80 | | |
| 1.93 | 98.44 | 2.33 | 99.81 | | |
| 1.94 | 98.50 | 2.34 | 99.83 | | |
| 1.95 | 98.56 | 2.35 | 99.84 | | |
| 1.96 | 98.61 | 2.36 | 99.85 | | |
| 1.97 | 98.67 | 2.37 | 99.86 | | |
| 1.98 | 98.72 | 2.38 | 99.87 | | |
| 1.99 | 98.78 | 2.39 | 99.88 | | |

*For Q_L values less than zero, subtract the table value from 100 to obtain PWL

53600

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies

available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80155

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/.green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

80130

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor.”

Revise Article 253.16 of the Standard Specifications to read:

“**253.16 Method of Measurement.** This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants.”

Revise Article 253.17 of the Standard Specifications to read:

“**253.17 Basis of Payment.** This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

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

(b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid.”

80148

PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)

Effective: November 1, 2004

Add the following to Article 630.02 of the Standard Specifications:

“(h) Plastic Blockouts (Note 1.)

Note 1. Plastic blockouts, 150 mm (6 in.) deep, may be used in lieu of 150 mm (6 in.) deep wood block-outs for steel plate beam guardrail. The plastic blockouts shall be on the Department’s approved list.”

80134

POLYMER MODIFIED EMULSIFIED ASPHALT (BDE)

Effective: November 1, 2002

Add the following to Article 1009.07 of the Standard Specifications: (insert it before the table on page 853 which begins, “The different grades are, in general, used for the following:”)

- “(f) Polymer Modified Emulsified Asphalt. Polymer modified emulsified asphalts shall be either anionic (SS-1hP) or cationic (CSS-1hP). They shall meet the SS-1h requirements of Article 1009.07(a) or the CSS-1h requirements of Article 1009.07(b) respectively, with the following exceptions for both types:
- (1) The emulsified asphalt shall be modified with a styrene-butadiene diblock or triblock copolymer, or a styrene butadiene rubber.
 - (2) The cement mixing and ductility tests will be waived.
 - (3) Upon examination of the storage stability test cylinder after standing undisturbed for 24 hours, the surface shall show no white, milky colored substance and shall be a homogeneous brown color throughout.
 - (4) The distillation for polymer modified emulsion shall be performed according to AASHTO T 59 except the temperature shall be 190 +/- 5 °C (374 +/- 9 °F) and measured using an ASTM 16C (16F) thermometer.
 - (5) The residue from distillation shall have a minimum elastic recovery value of 30 percent when tested according to AASHTO T 301. The specified temperature shall be 4.0 +/- 0.5 °C (39.2 +/- 1.0 °F).”

Add the following grades “for tack or fog seal” to the table at the end of Article 1009.07 of the Standard Specifications which begins, “The different grades are, in general, used for the following.”

“SS-1hP, CSS-1hP”

80073

POLYUREA PAVEMENT MARKING (BDE)

Effective: April 1, 2004

Description. This work shall consist of furnishing and applying pavement marking lines.

The type of polyurea pavement marking applied will be determined by the type of reflective media used. Polyurea Pavement Marking Type I shall use glass beads as a reflective media. Polyurea Pavement Marking Type II shall use a combination of composite reflective elements and glass beads as a reflective media.

Polyurea-based liquid pavement markings shall only be applied by Contractors on the list of Approved Polyurea Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Materials. Materials shall meet the following requirements:

- (a) Polyurea Pavement Marking. The polyurea pavement marking material shall consist of 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two or three volumes of Part A to one volume of Part B). No volatile or polluting solvents or fillers will be allowed.
- (b) Pigmentation. The pigment content by weight of component A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than \pm two percent from the pigment content of the original qualified paint.

White Pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow Pigment shall be an Organic Yellow and contain no heavy metals.

- (c) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.
- (d) Daylight Reflectance. The daylight directional reflectance of the cured polyurea material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degrees circumferential /zero degrees geometry, illuminant C, and two degrees 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. In addition, the color of the yellow polyurea shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

| | | | | |
|---|-----------------------|-----------------------|-----------------------|-----------------------|
| X | 0 . 4 9 0 | 0 . 4 7 5 | 0 . 4 8 5 | 0 . 5 3 9 |
| Y | 0 . 4 7 0 | 0 . 4 3 8 | 0 . 4 2 5 | 0 . 4 5 6 |

- (e) Weathering Resistance. The polyurea marking material, when mixed in the proper ratio and applied at 0.35 to 0.41 mm (14 to 16 mils) wet film thickness to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV - condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 50 °C (122 °F) and four hours of condensation at 40 °C (104 °F). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

- (f) Dry Time. The polyurea pavement marking material, when mixed in the proper ratio and applied at 0.35 to 0.41 mm (14 to 16 mils) wet film thickness and with the proper saturation of reflective media, shall exhibit a no-tracking time of ten minutes or less when tested according to ASTM D 711.
- (g) Adhesion. The catalyzed polyurea pavement marking materials when applied to a 100 x 100 x 50 mm (4 x 4 x 2 in.) concrete block, shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 24,100 kPa (3500 psi). A 50 mm (2 in.) square film of the mixed polyurea shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 50 mm (2 in.) square cube shall be affixed to the surface of the polyurea by means of an epoxy glue. After the glue has cured for 24 hours, the polyurea specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 50 mm (2 in.) cube (glued to the polyurea surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the polyurea system fails. The location of the break and the amount of concrete failure shall be recorded.

- (h) Hardness. The polyurea pavement marking materials when tested according to ASTM D 2240, shall have a shore D hardness of between 70 and 100. Films shall be cast on a rigid substrate at 0.35 to 0.41 mm (14 to 16 mils) in thickness and allowed to cure at room temperature for 72 hours before testing.
- (i) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 120 mgs. The tests shall be run on cured samples of polyurea material which have been applied at a film thickness of 0.35 to 0.41 mm (14 to 16 mils) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.
- (j) Reflective Media. The reflective media shall meet the following requirements:
 - (1) Type I - The glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications and the following requirements:
 - a. First Drop Glass Beads The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements:

| Sieve Size | U.S. Standard Sieve Number | % Passing (By Weight) |
|------------|----------------------------|-----------------------|
| 1.70 mm | 12 | 95-100 |
| 1.40 mm | 14 | 75-95 |
| 1.18 mm | 16 | 10-47 |
| 1.00 mm | 18 | 0-7 |
| 850 µm | 20 | 0-5 |

b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B.

- (2) Type II - The combination of microcrystalline ceramic elements and glass beads shall meet the following requirements:

- a. First Drop Glass Beads. The first drop glass beads shall meet the following requirements:
1. Composition. The elements shall be composed of a titania opacified ceramic core having clear and or yellow tinted microcrystalline ceramic beads embedded to the outer surface.
 2. Index of Refraction. All microcrystalline reflective elements embedded to the outer surface shall have an index of refraction of 1.8 when tested by the immersion method.
 3. Acid Resistance. A sample of microcrystalline ceramic beads supplied by the manufacturer, shall show resistance to corrosion of their surface after exposure to a one percent solution (by weight) of sulfuric acid. Adding 5.7 ml (0.2 oz) of concentrated acid into the water shall make the one percent acid solution. This test shall be performed by taking a 25 x 50 mm (1 x 2 in.) sample and adhering it to the bottom of a glass tray and placing just enough acid solution to completely immerse the sample. The tray shall be covered with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. The acid solution shall be decanted (do not rinse, touch, or otherwise disturb the bead surfaces) and the sample dried while adhered to the glass tray in a 66 °C (150 °F) oven for approximately 15 minutes. Microscope examination (20X) shall show no white (corroded) layer on the entire surface.
- b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B or the following manufacturer's specification:
1. Sieve Analysis. The glass beads shall meet the following sieve requirements:

| Sieve Size | U.S. Standard Sieve Number | % Passing (By Weight) |
|------------|----------------------------|-----------------------|
| 850 μm | 20 | 100 |
| 600 μm | 30 | 75-95 |
| 300 μm | 50 | 15-35 |
| 150 μm | 100 | 0-5 |

The manufacturer of the glass beads shall certify that the treatment of the glass beads meets the requirements of the polyurea manufacturer.

2. Imperfections. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain a maximum of 20 percent by weight of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
 3. Index of Refraction. The index of refraction of the glass beads shall be a minimum of 1.50 when tested by the immersion method at 25 °C (77 °F).
- (k) Packaging. Microcrystalline ceramic reflective elements and glass beads shall be delivered in approved moisture proof bags or weather resistant bulk boxes. Each carton shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the microcrystalline ceramic reflective elements and/or glass beads were packaged. The letters and numbers used in the stencils shall be a minimum of 12.7 mm (1/2 in.) in height.
- (1) Moisture Proof Bags. Moisture proof bags shall consist of at least five ply paper construction unless otherwise specified. Each bag shall contain 22.7 kg (50 lb) net.
 - (2) Bulk Weather Resistance Boxes. Bulk weather resistance boxes shall conform to Federal Specification PPP-8-640D Class II or latest revision. Boxes are to be weather resistant, triple wall, fluted, corrugated-fiber board. Cartons shall be strapped with two metal straps. Straps shall surround the outside perimeter of the carton. The first strap shall be located approximately 50 mm (2 in.) from the bottom of the carton and the second strap shall be placed approximately in the middle of the carton. All cartons shall be shrink wrapped for protection from moisture. Cartons shall be lined with a minimum 4 mil polyester bag and meet Interstate Commerce Commission requirements. Cartons shall be approximately 1 x 1 m (38 x 38 in.), contain 910 kg (2000 lb) of microcrystalline ceramic reflective elements and/or glass beads and be supported on a wooden pallet with fiber straps.
- (l) Packaging. The material shall be shipped to the job site in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture, and batch number.
- (m) Verification. Prior to approval and use of the polyurea pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, brand name of polyurea and date of manufacture. The certification shall be accompanied by one 1/2 L (1 pt) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the polyurea manufacturer shall be submitted for each batch used. New independent laboratory certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer.

(n) Acceptance samples. Acceptance samples shall consist of one 1/2 L (1 pt) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples will be taken by a representative of the Department. The polyurea pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.

(o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months.

Equipment. The polyurea pavement marking compounds shall be applied through equipment specifically designed to apply two component liquid materials, glass beads and/or reflective elements in a continuous and skip-line pattern. The two-component liquid materials shall be applied after being accurately metered and then mixed with a static mix tube or airless impingement mixing guns. The static mixing tube or impingement mixing guns shall accommodate plural component material systems that have a volumetric ratio of 2 to 1 or 3 to 1. This equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The guns shall have the capacity to deliver materials from approximately 5.7 to 11.4 L/min (1.5 to 3 gal/min) to compensate for a typical range of application speeds of 10 to 13 km/h (6 to 8 mph). The accessories such as spray tip, mix chamber, and rod diameter shall be selected according to the manufacturer's specifications to achieve proper mixing and an acceptable spray pattern. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. This equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to making application.

The equipment shall be capable of spraying both yellow and white polyurea, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two polyurea tanks each of 415 L (110 gal) minimum capacity and be equipped with hydraulic systems and agitators. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying the appropriate reflective media according to manufacturer's recommendations. All guns shall be in full view of operations at all times. The equipment shall have a metering device to register the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and polyurea application techniques. Certification of equipment shall be provided at the pre-construction conference.

The mobile applicator shall include the following features:

- (a) Material Reservoirs. The applicator shall provide individual material reservoirs, or space for the storage of Part A and Part B of the resin composition.
- (b) Heating Equipment. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual resin components at the manufacturer's recommended temperature of ± 2.8 °C (± 5 °F) for spray application.
- (c) Dispensing Equipment. The applicator shall be equipped with glass bead and/or reflective element dispensing equipment. The applicator shall be capable of applying the glass beads and/or reflective elements at a rate and combination indicated by the manufacturer.
- (d) Volumetric Usage. The applicator shall be equipped with metering devices or pressure gauges on the proportioning pumps as well as stroke counters to monitor volumetric usage. Metering devices or pressure gauges and stroke counters shall be visible to the Engineer.
- (e) Pavement Marking Placement. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors and other appurtenances to allow for the placement of reflectorized pavement markings in a simultaneous sequence of operations.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

CONSTRUCTION REQUIREMENTS

General. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New PCC pavements shall be air-blast-cleaned to remove all latents.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.

The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 0.4 mm (15 mils) according to the manufacturer's installation instructions. On new bituminous course surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 0.5 mm (20 mils). The application of and combination of reflective media (glass beads and/or

reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature and the ambient temperature shall be above 4 °C (40 °F) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner, as a simultaneous operation:

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the center line or lane line shall be offset a minimum distance of 50 mm (2 in.) from a longitudinal crack or joint. Edge lines shall be approximately 50 mm (2 in.) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 3 m (10 ft) line not to exceed 25 mm (1 in.).

Notification. The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

Inspection. The polyurea pavement markings will be inspected following installation according to Article 780.10 of the Standard Specifications, except, no later than December 15, and inspected following a winter performance period that extends 180 days from December 15.

Method of Measurement. This work will be measured for payment in place, in meters (feet). Double yellow lines will be measured as two separate lines.

Basis of Payment. This work will be paid for at the contract unit price per meter (foot) for POLYUREA PAVEMENT MARKING TYPE I – LINE of the line width specified or for POLYUREA PAVEMENT MARKING TYPE II – LINE of the line width specified.

80119

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 1993

Revised: April 2, 2004

Description. This work shall consist of furnishing, placing, and maintaining changeable message sign(s) at the location(s) shown on the plans or as directed by the Engineer.

The sign(s) shall be trailer mounted. The message panel shall be at least 2.1 m (7 ft) 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 450 mm (18 in.).

The message panel shall be of either a 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 the operator via an alpha-numeric 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, the cellular phone, 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 message panel shall be visible from 400 m (1/4 mile) under both day and night conditions. The letters shall be legible from 250 m (750 ft).

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 s(he) deems necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within 24 hours, 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 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 changeable message signs are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

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.

80124

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Revised: November 1, 2005

Add the following paragraph after the last paragraph of Article 1001.01 of the Standard Specifications.

“For portland cement according to ASTM C 150, the bill of lading shall state if limestone has been added. The bill of lading shall also state that the limestone addition is not in excess of five percent by mass (weight) of the cement.”

80139

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

“The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

“The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

“The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

“The plant shall be approved before production begins according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

80083

PRECAST CONCRETE PRODUCTS (BDE)

Effective: July 1, 1999

Revised: November 1, 2004

Product Approval. Precast concrete products shall be produced according to the Department’s current Policy Memorandum, “Quality Control/Quality Assurance Program for Precast Concrete Products”. The Policy Memorandum applies to precast concrete products listed under the Products Key of the “Approved List of Certified Precast Concrete Producers”.

Precast Concrete Box Culverts. Add the following sentence to the end of the fourth paragraph of Article 540.06:

“After installation, the interior and exterior joint gap between precast concrete box culvert sections shall not exceed 38 mm (1 1/2 in.)”

Portland Cement Replacement. For precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or ground granulated blast-furnace (GGBF) slag shall be governed by the AASHTO or ASTM standard specification referenced in the Standard Specifications.

For all other precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or GGBF slag shall be approved by the Engineer. Class F fly ash shall not exceed 15 percent by mass (weight) of the total portland cement and Class F fly ash. Class C fly ash shall not exceed 20 percent by mass (weight) of the total portland cement and Class C fly ash. GGBF slag shall not exceed 25 percent by mass (weight) of the total portland cement and GGBF slag.

Concrete mix designs, for precast concrete products, shall not consist of portland cement, fly ash and GGBF slag.

Ready-Mixed Concrete. Delete the last paragraph of Article 1020.11(a) of the Standard Specifications.

Shipping. When a precast concrete product has attained the specified strength, the earliest the product may be loaded, shipped, and used is on the fifth calendar day. The first calendar day shall be the date casting was completed.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract.

419.doc

PREFORMED RECYCLED RUBBER JOINT FILLER (BDE)

Effective: November 1, 2002

Revise Article 503.02(c) of the Standard Specifications to read:

“(c) Prefomed Expansion Joint Filler 1051”

Revise Article 637.02(d) of the Standard Specifications to read:

“(d) Prefomed Expansion Joint Filler 1051”

Add the following Article to Section 1051 of the Standard Specifications:

“1051.10 Prefomed Recycled Rubber Joint Filler. Prefomed recycled rubber joint filler shall consist of ground tire rubber, free of steel and fabric, combined with ground scrap or waste polyethylene. It shall not have a strong hydrocarbon or rancid odor and shall meet the physical property requirements of ASTM D 1752. Water absorption by volume shall not exceed 5.0 percent.”

80084

RAP FOR USE IN BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000

Revised: April 1, 2002

Revise Article 1004.07 to read:

“**1004.07 RAP Materials.** RAP is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt pavement. RAP must originate from routes or airfields under federal, state or local agency jurisdiction. The Contractor shall supply documentation that the RAP meets these requirements.

- (a) Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP will be allowed on top of the pile after the pile has been sealed.
- (1) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only and represent the same aggregate quality, but shall be at least C quality or better, the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag), similar gradation and similar AC 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. Homogenous stockpiles shall meet the requirements of Article 1004.07(d). Homogeneous RAP stockpiles not meeting these requirements may be processed (crushing and screening) and retested.
 - (2) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only. The coarse aggregate in this RAP shall be crushed aggregate only and may represent more than one aggregate type and/or quality but shall be at least C quality or better. This RAP may have an inconsistent gradation and/or asphalt cement content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 16 mm (5/8 in.) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate RAP stockpiles shall meet the requirements of Article 1004.07(d).

- (3) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP containing coarse aggregate (crushed or round) that is at least D quality or better. This RAP may have an inconsistent gradation and/or asphalt content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate DQ RAP shall meet the requirements of Article 1004.07(d).

Reclaimed Superpave Low ESAL IL-9.5L surface mixtures shall only be placed in conglomerate DQ RAP stockpiles due to the potential for rounded aggregate.

- (4) Other. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Other". "Other" RAP stockpiles shall not be used in any of the Department's bituminous mixtures.
- (b) Use. The allowable use of a RAP stockpile shall be set by the lowest quality of coarse aggregate in the RAP stockpile. Class I/Superpave surface mixtures are designated as containing Class B quality coarse aggregate only. Superpave Low ESAL IL-19.0L binder and IL-9.5L surface mixtures are designated as Class C quality coarse aggregate only. Class I/Superpave binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate only. Bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate only. Any mixture not listed above shall have the designated quality determined by the Department.

RAP containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in Class I/Superpave (including Low ESAL) surface mixtures only. RAP stockpiles for use in Class I/Superpave mixtures (including Low ESAL), base course, base course widening and Class B mixtures shall be either homogeneous or conglomerate RAP stockpiles except conglomerate RAP stockpiles shall not be used in Superpave surface mixture Ndesign 50 or greater. RAP for use in bituminous aggregate mixtures (BAM) shoulders and BAM stabilized subbase shall be from homogeneous, conglomerate, or conglomerate DQ stockpiles.

Additionally, RAP used in Class I/Superpave surface mixtures shall originate from milled or crushed mixtures only, in which the coarse aggregate is of Class B quality or better. RAP stockpiles for use in Class I/Superpave (including Low ESAL) binder mixes as well as base course, base course widening and Class B mixtures shall originate from milled or processed surface mixture, binder mixture, or a combination of both mixtures uniformly blended to the satisfaction of the Engineer, in which the coarse aggregate is of Class C quality or better.

- (c) Contaminants. RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (d) Testing. All 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 450 metric tons (500 tons) for the first 1800 metric tons (2,000 tons) and one sample per 1800 metric tons (2,000 tons) thereafter. A minimum of five tests shall be required for stockpiles less than 3600 metric tons (4,000 tons).

For testing existing stockpiles, 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 extract representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to 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.

All of the extraction results shall be compiled and averaged for asphalt content and gradation. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

| Parameter | Homogeneous / Conglomerate | Conglomerate "D" Quality |
|-------------------|-------------------------------|-----------------------------|
| 25 mm (1 in.) | | ± 5% |
| 12.5 mm (1/2 in.) | ± 8% | ± 15% |
| 4.75 mm (No. 4) | ± 6% | ± 13% |
| 2.36 mm (No. 8) | ± 5% | |
| 1.18 mm (No. 16) | | ± 15% |
| 600 μm (No. 30) | ± 5% | |
| 75 μm (No. 200) | ± 2.0% | ± 4.0% |
| AC | ± 0.4% | ± 0.5% |

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt content test results fall outside the appropriate tolerances, the RAP will not be allowed to be used in the Department's bituminous concrete mixtures unless the RAP representing the failing tests is removed from the stockpile to the satisfaction of the Engineer. 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)".

- (e) Designs. At the Contractor's option, bituminous concrete mixtures may be constructed utilizing RAP material meeting the above detailed requirements. The amount of RAP included in the mixture shall not exceed the percentages specified in the plans.

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 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.

- (f) Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the bituminous 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.

80011

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: November 2, 2005

Revise Article 1006.10(a) of the Supplemental Specifications to read:

"(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706M (A 706), Grade 420 (60) for deformed bars and the following.

- a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

| CHEMICAL COMPOSITION | | |
|-----------------------|-------------------------------|---------------------------------|
| Element ^{1/} | Heat Analysis (% maximum) | Product Analysis (% maximum) |
| Carbon | 0.30 | 0.33 |
| Manganese | 1.50 | 1.56 |
| Phosphorus | 0.035 | 0.045 |
| Sulfur | 0.045 | 0.055 |
| Silicon | 0.50 | 0.55 |
| Nickel | ^{2/} | ^{2/} |
| Chromium | ^{2/} | ^{2/} |
| Molybdenum | ^{2/} | ^{2/} |
| Copper | ^{2/} | ^{2/} |
| Titanium | ^{2/} | ^{2/} |
| Vanadium | ^{2/} | ^{2/} |
| Columbium | ^{2/} | ^{2/} |
| Aluminum | ^{2/} , ^{3/} | ^{2/} , ^{3/} |
| Tin ^{4/} | 0.040 | 0.044 |

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
 - c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706M (A 706). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
 - d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284M (M 284) and the following.

- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
- b. Coating Thickness. The thickness of the epoxy coating shall be 0.18 to 0.30 mm (7 to 12 mils). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 0.18 to 0.50 mm (7 to 20 mils).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 13 mm (0.5 in.) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS and SI concrete. Self-consolidating concrete may also be used for drilled shafts.

Materials. Materials shall be according to the following.

- (a) Self-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 that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
- (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7, and 28 days.

- (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
- (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

$$\text{Aggregate Blend Expansion} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots \text{etc.}$$

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply except as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd). 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 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used for drilled shafts or when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). 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.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will also 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.

Trial Batch. A minimum 1.5 cu m (2 cu yd) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 25 mm (1.0 in.) 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, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall design falsework and forms for full hydrostatic head pressure of the concrete. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidations 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 1.5 m (5 ft). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 9 m (30 ft), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted.”

Delete the sixth, seventh, eighth and ninth paragraphs of Article 503.07 of the Standard Specifications.

Revise the eleventh paragraph of Article 503.07 of the Standard Specifications to read:

“Concrete shall be placed in continuous layers. When it is necessary by reason of an emergency to place less than a complete horizontal layer in one operation, such layer shall terminate in a vertical bulkhead. In order that the concrete will not be injured and that there shall be no line of separation between the batches, the separate batches shall follow each other closely as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time between the placing of successive batches be greater than 20 minutes. Concrete shall be rodded with a piece of lumber or conduit if the material has lost its fluidity prior to placement of additional concrete. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer. If ready-mixed concrete is used, the

requirements of Article 1020.11 shall apply. Delivery of mixed concrete shall be regulated so that there will not be an interruption in the placing of concrete in the forms, as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time be greater than 20 minutes.”

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 40 cu m (50 cu yd) 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 230 cu m (300 cu yd) 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.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 25 mm (1 in.) 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 25 mm (1 in.) 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.

80152

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: November 1, 2005

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to the following.

- (a) Self-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 that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.

- (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7 and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

$$\text{Aggregate Blend Expansion} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots \text{etc.}$$

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

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 or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd).
- (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 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). 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.

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

80132

SHOULDER STABILIZATION AT GUARDRAIL (BDE)

Effective: January 1, 2005

Revise the last sentence of the second paragraph of Article 630.06 of the Standard Specifications to read:

"The void around each post shall be backfilled with earth or aggregate and capped with 75 mm (3 in.) of bituminous mixture or grout."

Replace the last sentence of the third paragraph of Article 630.06 of the Standard Specifications with the following:

"Guardrail posts shall be driven through holes cored in the completed shoulder stabilization. The void around each post shall be backfilled with earth or aggregate and capped with 75 mm (3 in.) of bituminous mixture or grout."

Add the following paragraph to the end of Article 630.06 of the Standard Specifications:

"When driving guardrail posts through existing shoulders, shoulder stabilization, or other paved areas, the posts shall be driven through cored holes. The void around each post shall be backfilled with earth or aggregate and capped with 75 mm (3 in.) of bituminous mixture or grout."

80140

STABILIZED SUBBASE AND BITUMINOUS SHOULDERS SUPERPAVE (BDE)

Effective: April 1, 2002

Revised: August 1, 2005

Description. This work shall consist of constructing stabilized subbase and bituminous shoulders Superpave according to Sections 312 and 482 respectively, of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures" except as modified herein.

Revise Article 312.03(b) of the Standard Specifications to read:

“(b) RAP Material (Note 3)”

Revise Note 2 of Article 312.03 of the Standard Specifications to read:

“Note 2. Gradation CA 6, CA 10, or CA 12 shall be used.”

Revise Note 3 of Article 312.03 of the Standard Specifications to read:

"Note 3. RAP shall meet the requirements of the special provision "RAP for Use in Bituminous Concrete Mixtures". RAP containing steel slag shall be permitted for use in top-lift surface mixtures only."

Revise Note 4 of Article 312.03 of the Standard Specifications to read:

"Note 4. Unless otherwise specified on the plans, the bituminous material shall be performance graded asphalt cement, PG58-22. When more than 15 percent RAP is used, a softer PG binder may be required as determined by the Engineer."

Revise Article 312.06 of the Standard Specifications to read:

"312.06 Mixture Design. The Contractor shall submit mix designs for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have completed the course, "Superpave Mix Design Upgrade". The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below:

- AASHTO MP 2 Standard Specification for Superpave Volumetric Mix Design
- AASHTO R 30 Standard Practice for Mixture Conditioning of Hot-Mix Asphalt (HMA)
- AASHTO PP 28 Standard Practice for Designing Superpave HMA
- AASHTO T 209 Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
- AASHTO T 312 Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor
- AASHTO T 308 Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method

(a) Job Mix Formula (JMF). The JMF shall be according to the following limits:

| <u>Ingredient</u> | <u>Percent by Dry Weight</u> |
|---------------------|------------------------------|
| Aggregate..... | 94.0 to 96.0 |
| Asphalt Cement..... | 4.0 to 6.0* |
| Dust/AC Ratio | 1.4 |

*Upper limit may be raised for the lower or top lifts if the Contractor elects to use a highly absorptive coarse and/or fine aggregate requiring more than six percent asphalt. The additional asphalt shall be furnished at no cost to the Department.

When RAP material is being used, the JMF shall be according to the following limits:

| <u>Ingredient</u> | <u>Percent by Dry Weight</u> |
|------------------------------------|------------------------------|
| Virgin Aggregate(s) | 46.0 to 96.0 |
| RAP Material(s) (Note 1)..... | 0 to 50 |
| Mineral Filler (if required) | 0 to 5.0 |
| Asphalt Cement..... | 4.0 to 7.0 |
| Dust/AC Ratio | 1.4 |

Note 1. If specified on the plans, the maximum percentage of RAP shall be as specified therein.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

(b) Volumetric Requirements.

| Design Compactive Effort | Design Air Voids Target (%) |
|--------------------------|-----------------------------|
| $N_{DES} = 30$ | 2.0 |

(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 using 4 in. Marshall bricks. To be considered acceptable by the Engineer as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSR) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSR values less than 0.75 will be considered unacceptable.

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. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Engineer. The method of application shall be according to Article 406.12 of the Standard Specifications."

Revise Article 312.08 of the Standard Specifications to read:

"312.08 Mixture Production. When a hot-mix plant conforming to Article 1102.01 is used, the aggregate shall be dried and heated in the revolving dryer to a temperature of 120 °C (250 °F) to 175 °C (350 °F).

The aggregate and bituminous material used in the bituminous aggregate mixture shall be measured separately and accurately by weight or by volume. When the aggregate is in the mixer, the bituminous material shall be added and mixing continued for a minimum of 35 seconds and until a homogeneous mixture is produced in which all particles of the aggregate are coated. The mixing period, size of the batch and the production rate shall be approved by the Engineer.

The ingredients shall be heated and combined in such a manner as to produce a mixture which, when discharged from the mixer, shall be workable and vary not more 10 °C (20 °F) from the temperature set by the Engineer.

When RAP material(s) is used in the bituminous aggregate mixture, the virgin aggregate(s) shall be dried and heated in the dryer to a temperature that will produce the specified resultant mix temperature when combined with the RAP material.

The heated virgin aggregates and mineral filler shall be combined with RAP material in such a manner as to produce a bituminous mixture which when discharged from the mixer shall not vary more than 15 °C (30 °F) from the temperature set by the Engineer. The combined ingredients shall be mixed for a minimum of 35 seconds and until a homogeneous mixture as to composition and temperature is obtained. The total mixing time shall be a minimum of 45 seconds consisting of dry and wet mixing. Variation in wet and dry mixing times may be permitted, depending on the moisture content and amount of salvaged material used. The mix temperature shall not exceed 175 °C (350 °F). Wide variations in the mixture temperature will be cause for rejection of the mix.

- (a) Personnel. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".
- (b) Required Tests. Testing for stabilized subbase and bituminous shoulders shall be conducted to control the production of the bituminous mixture using the test methods identified and performed at a frequency not less than indicated in the following table.

| Parameter | Frequency of Tests Non-Class I Mixtures | Test Method |
|--|---|---|
| Aggregate Gradation Hot bins for batch and continuous plants. Individual cold-feeds or combined belt-feed for drier-drum plants. (% passing sieves: 12.5 mm (1/2 In.), 4.75 mm (No. 4), 75 µm (No. 200)) | 1 gradation per day of production. The first day of production shall be washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix. The dry gradation and the washed ignition oven test results shall be plotted on the same control chart. | Illinois Procedure (See Manual of Test Procedures for Materials). |
| Asphalt Content by ignition oven (Note 1.) | 1 per day | Illinois-Modified AASHTO T 308 |
| Air Voids | | |
| Bulk Specific Gravity of Gyratory Sample | 1 per day | Illinois-Modified AASHTO T 312 |
| Maximum Specific Gravity of Mixture | 1 per day | Illinois-Modified AASHTO T 209 |

Note 1. The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC 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 AC content.

During production, the ratio of minus 75 µm (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.6, and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 µm (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resumption of production.

During production, mixture containing an anti-stripping additive will be tested by the Engineer for stripping according to Illinois Modified AASHTO T 283. If the mixture fails to meet the TSR criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

- (c) Control Charts/Limits. Control charts/limits shall be according to QC/QA requirements for Non-Class I Mixtures except air voids and density shall be plotted on the control charts within the following control limits:

| Individual Test Control Limits | |
|--------------------------------|---------------------------------|
| Voids | ±1.2% |
| Density ^{1/} | 93.0 – 97.4% of G _{mm} |

- 1/ Except when placed as first lift over unimproved subgrade. When the exception applies, the first lift over unimproved subgrade shall be compacted to an average density of not less than 95 percent nor greater than 102 percent of the target density obtained on the growth curve.

Replace Article 312.10 of the Standard Specifications with the following:

“312.10 Placing. After the subgrade has been compacted and is acceptable to the Engineer, the bituminous aggregate mixture shall be spread upon it with a mechanical spreader. The maximum compacted thickness of each lift shall be 150 mm (6 in.) provided the required density is obtained. The minimum compacted thickness of each lift shall be according to the following table:

| Nominal Maximum Aggregate Size of Mixture | Minimum Compacted Lift Thickness |
|---|----------------------------------|
| CA 12 – 12.5 mm (1/2 in.) | 38 mm (1 1/2 in.) |
| CA 10 - 19 mm (3/4 in.) | 57 mm (2 1/4 in.) |
| CA 6 – 25 mm (1 in.) | 76 mm (3 in.) |

The surface of each lift shall be clean and dry before succeeding lifts are placed.”

Revise Article 482.02 of the Standard Specifications to read:

“482.02 Materials. Materials shall meet the requirements of Article 312.03. For the top lift, the aggregate used shall meet the gradation requirements for a CA 10 or CA 12. Blending of aggregates to meet these gradation requirements will be permitted.”

Revise the first paragraph of Article 482.04 of the Standard Specifications to read:

“482.04 General. For pavement and shoulder resurfacing projects, Superpave binder and surface course mixtures may be used in lieu of bituminous aggregate mixture for the resurfacing of shoulders, at the option of the Contractor, or shall be used when specified on the plans.”

Revise Article 482.04(c) of the Standard Specifications to read:

“(c) Mixture Production312.08”

Revise Article 482.05 of the Standard Specifications to read:

“482.05 Composition of Bituminous Aggregate Mixture. The composition of the mixture shall be according to Article 312.06, except that the amount of asphalt cement used in the top lift shall be increased up to 0.5 percent more than that required in the lower lifts. For resurfacing projects when the Superpave binder and surface course mixtures option is used, the asphalt cement used in the top lift shall not be increased. Superpave mixtures used on the top lift of such shoulders shall meet the gradation requirements of the special provision “Superpave Bituminous Concrete Mixtures”.

For shoulder and strip construction, the composition of the Superpave binder and surface course shall be the same as that specified for the mainline pavement.”

In the following locations of Section 482 of the Standard Specifications, change “Class I” to “Superpave”:

- the second paragraph of Article 482.04
- the first sentence of the second paragraph of Article 482.06
- the first sentence of the fourth paragraph of Article 482.06
- the second sentence of the fourth paragraph of Article 482.06
- the first sentence of the third paragraph of Article 482.08(b)

Revise the first paragraph of Article 482.06 of the Standard Specifications to read:

“482.06 Placing. This work shall be according to Article 312.10 as modified herein. The mechanical spreader for the top lift of shoulders shall meet the requirements of Article 1102.03 when the shoulder width is 3 m (10 ft) or greater.”

Revise Article 482.09 of the Standard Specifications to read:

"482.09 Basis of Payment. When bituminous shoulders are constructed along the edges of the completed pavement structure, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS SHOULDERS SUPERPAVE of the thickness specified. The specified thickness shall be the thickness shown on the plans at the edge of the pavement.

On pavement and shoulder resurfacing projects, the shoulder resurfacing will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS SHOULDERS SUPERPAVE.

The construction of shoulder strips for resurfacing pavements will be paid according to the special provision, “Superpave Bituminous Concrete Mixtures”.

80070

STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005

Add the following to the end of the first paragraph of Article 1006.25 of the Standard Specifications:

"The thickness of the galvanized coating for each side of the guardrail shall be at least 610 g/sq m (2.00 oz/sq ft). The thickness of the zinc or zinc alloy will be determined for each side using the average of at least three non-destructive test readings taken on that side of the guardrail."

80153

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.

80143

SUBGRADE PREPARATION (BDE)

Effective: November 1, 2002

Revise the tenth paragraph of Article 301.03 of the Standard Specifications to read:

“Equipment of such weight, or used in such a way as to cause a rut in the finished subgrade of 13 mm (1/2 in.) or more in depth, shall be removed from the work or the rutting otherwise prevented.”

80086

SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000

Revised: April 1, 2004

Description. This work shall consist of designing, producing and constructing Superpave bituminous concrete mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be according to Sections 406 and 407 of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as follows.

Materials.

- (a) Fine Aggregate Blend Requirement. The Contractor may be required to provide FA 20 manufactured sand to meet the design requirements. For mixtures with $N_{design} \geq 90$, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation.

- (b) Reclaimed Asphalt Pavement (RAP). If the Contractor is allowed to use more than 15 percent RAP, as specified in the plans, a softer performance-graded binder may be required as determined by the Engineer.

RAP shall meet the requirements of the special provision, "RAP for Use in Bituminous Concrete Mixtures".

RAP will not be permitted in mixtures containing polymer modifiers.

RAP containing steel slag will be permitted for use in top-lift surface mixtures only.

- (c) Bituminous Material. The asphalt cement (AC) shall be performance-graded (PG) or polymer modified performance-graded (SBS-PG or SBR-PG) meeting the requirements of Article 1009.05 of the Standard Specifications for the grade specified on the plans.

The following additional guidelines shall be used if a polymer modified asphalt is specified:

- (1) The polymer modified asphalt cement shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. Polymer modified asphalt cement shall be placed in an empty tank and shall not be blended with other asphalt cements.
- (2) The mixture shall be designed using a mixing temperature of 163 ± 3 °C (325 ± 5 °F) and a gyratory compaction temperature of 152 ± 3 °C (305 ± 5 °F).
- (3) Pneumatic-tired rollers will not be allowed unless otherwise specified by the Engineer. A vibratory roller meeting the requirements of Article 406.16 of the Standard Specifications shall be required in the absence of the pneumatic-tired roller.

Laboratory Equipment.

- (a) Superpave Gyratory Compactor. The superpave gyratory compactor (SGC) shall be used for all QC/QA testing.
- (b) Ignition Oven. The ignition oven shall be used to determine the AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC 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 AC content.

Mixture Design. The Contractor shall submit mix designs, for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 of the Standard Specifications shall not apply. The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below.

| | |
|--------------|---|
| AASHTO MP 2 | Standard Specification for Superpave Volumetric Mix Design |
| AASHTO R 30 | Standard Practice for Mixture Conditioning of Hot-Mix Asphalt (HMA) |
| AASHTO PP 28 | Standard Practice for Designing Superpave HMA |
| AASHTO T 209 | Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures |
| AASHTO T 312 | Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor |
| AASHTO T 308 | Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method |

- (a) Mixture Composition. The ingredients of the bituminous mixture shall be combined in such proportions as to produce a mixture conforming to the composition limits by weight. The gradation mixture specified on the plans shall produce a mixture falling within the limits specified in Table 1.

| TABLE 1. MIXTURE COMPOSITION (% PASSING) ^{1/} | | | | | | | | |
|--|------------|------------------|------------|------------------|--------------------------|------------------|-------------------------|------------------|
| Sieve Size | IL-25.0 mm | | IL-19.0 mm | | IL-12.5 mm ^{4/} | | IL-9.5 mm ^{4/} | |
| | min | max | min | max | Min | max | min | max |
| 37.5 mm (1 1/2 in.) | | 100 | | | | | | |
| 25 mm (1 in.) | 90 | 100 | | 100 | | | | |
| 19 mm (3/4 in.) | | 90 | 82 | 100 | | 100 | | |
| 12.5 mm (1/2 in.) | 45 | 75 | 50 | 85 | 90 | 100 | | 100 |
| 9.5 mm (3/8 in.) | | | | | | 89 | 90 | 100 |
| 4.75 mm (#4) | 24 | 42 ^{2/} | 24 | 50 ^{2/} | 28 | 65 | 28 | 65 |
| 2.36 mm (#8) | 16 | 31 | 20 | 36 | 28 | 48 ^{3/} | 28 | 48 ^{3/} |
| 1.18 mm (#16) | 10 | 22 | 10 | 25 | 10 | 32 | 10 | 32 |
| 600 μm (#30) | | | | | | | | |
| 300 μm (#50) | 4 | 12 | 4 | 12 | 4 | 15 | 4 | 15 |
| 150 μm (#100) | 3 | 9 | 3 | 9 | 3 | 10 | 3 | 10 |
| 75 μm (#200) | 3 | 6 | 3 | 6 | 4 | 6 | 4 | 6 |

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 40 percent passing the 4.75 mm (#4) sieve for binder courses with Ndesign ≥ 90.
- 3/ The mixture composition shall not exceed 40 percent passing the 2.36 mm (#8) sieve for surface courses with Ndesign ≥ 90.
- 4/ The mixture composition for surface courses shall be according to IL-12.5 mm or IL-9.5 mm, unless otherwise specified by the Engineer.

One of the above gradations shall be used for leveling binder as specified in the plans and according to Article 406.04 of the Standard Specifications.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

- (b) Dust/AC Ratio for Superpave. The ratio of material passing the 75 μm (#200) sieve to total asphalt cement shall not exceed 1.0 for mixture design (based on total weight of mixture).
- (c) Volumetric Requirements. The target value for the air voids of the hot mix asphalt (HMA) shall be 4.0 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the requirements listed in Table 2.

| TABLE 2. VOLUMETRIC REQUIREMENTS | | | | | |
|---|--|----------------|----------------|---------------|---|
| | Voids in the Mineral Aggregate (VMA), % minimum | | | | Voids Filled with Asphalt (VFA), % |
| Ndesign | IL-25.0 | IL-19.0 | IL-12.5 | IL-9.5 | |
| 50 | 12.0 | 13.0 | 14.0 | 15 | 65 - 78 |
| 70 | | | | | |
| 90 | | | | | |
| 105 | | | | | 65 - 75 |

- (d) 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 T 283 using 4 in. Marshall bricks. To be considered acceptable by the Department as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSRs less than 0.75 will be considered unacceptable.

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. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Department. The method of application shall be according to Article 406.12 of the Standard Specifications.

Personnel. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".

Required Plant Tests. Testing shall be conducted to control the production of the bituminous mixture. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated in Table 3.

TABLE 3. REQUIRED PLANT TESTS for SUPERPAVE

| Parameter | | Frequency of Tests | Test Method |
|---|--|---|---|
| Aggregate Gradation Hot bins for batch and continuous plants Individual cold-feeds or combined belt-feed for drier drum plants. (% passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4), 2.36 mm (No. 8), 600 µm (No. 30), 75 µm (No. 200)) | | 1 dry gradation per day of production (either morning or afternoon sample). And 1 washed ignition oven test on the mix per day of production (conduct in afternoon if dry gradation is conducted in the morning or vice versa). NOTE. The order in which the above tests are conducted shall alternate from the previous production day (example: a dry gradation conducted in the morning will be conducted in the afternoon on the next production day and so forth). The dry gradation and washed ignition oven test results shall be plotted on the same control chart. | Illinois Procedure (See Manual of Test Procedures for Materials). |
| Asphalt Content by Ignition Oven (Note 1.) | | 1 per half day of production | Illinois Modified AASHTO T 308 |
| Air Voids | Bulk Specific Gravity of Gyratory Sample | 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) | Illinois Modified AASHTO T 312 |
| | Maximum Specific Gravity of Mixture | | Illinois Modified AASHTO T 209 |

Note 1. The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC 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 AC content.

During production, the ratio of minus 75 µm (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.2 and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 µm (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resuming production.

During production, mixtures containing an anti-stripping additive will be tested by the Department for stripping according to Illinois Modified T 283. If the mixture fails to meet the TSR criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

Construction Requirements

Lift Thickness.

- (a) Binder and Surface Courses. The minimum compacted lift thickness for constructing bituminous concrete binder and surface courses shall be according to Table 4:

| TABLE 4 – MINIMUM COMPACTED LIFT THICKNESS | |
|---|---------------------|
| Mixture | Thickness, mm (in.) |
| IL-9.5 | 32 (1 1/4) |
| IL-12.5 | 38 (1 1/2) |
| IL-19.0 | 57 (2 1/4) |
| IL-25.0 | 76 (3) |

- (b) Leveling Binder. Mixtures used for leveling binder shall be as follows:

| TABLE 5 – LEVELING BINDER | |
|---|-------------------|
| Nominal, Compacted, Leveling Binder Thickness, mm (in.) | Mixture |
| ≤ 32 (1 1/4) | IL-9.5 |
| 32 (1 1/4) to 50 (2) | IL 9.5 or IL-12.5 |

Density requirements shall apply for leveling binder when the nominal, compacted thickness is 32 mm (1 1/4 in.) or greater for IL-9.5 mixtures and 38 mm (1 1/2 in.) or greater for IL-12.5 mixtures.

- (c) Full-Depth Pavement. The compacted thickness of the initial lift of binder course shall be 100 mm (4 in.). The compacted thickness of succeeding lifts shall meet the minimums specified in Table 4 but not exceed 100 mm (4 in.).

If a vibratory roller is used for breakdown, the compacted thickness of the binder lifts, excluding the top lift, may be increased to 150 mm (6 in.) provided the required density is obtained.

- (d) Bituminous Patching. The minimum compacted lift thickness for constructing bituminous patches shall be according to Table 4.

Control Charts/Limits. Control charts/limits shall be according to QC/QA Class I requirements, except density shall be plotted on the control charts within the following control limits:

| TABLE 6. DENSITY CONTROL LIMITS | | |
|--|--------------------------|-----------------|
| Mixture | Parameter | Individual Test |
| 12.5 mm / 9.5 mm | N _{design} ≥ 90 | 92.0 – 96.0% |
| 12.5 mm / 9.5 mm | N _{design} < 90 | 92.5 – 97.4% |
| 19.0 mm / 25.0 mm | N _{design} ≥ 90 | 93.0 – 96.0% |
| 19.0 mm / 25.0 mm | N _{design} < 90 | 93.0 – 97.4% |

Basis of Payment. On resurfacing projects, this work will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On resurfacing projects in which polymer modifiers are required, this work will be paid for at the contract unit price per metric ton (ton) for POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, POLYMERIZED LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, POLYMERIZED LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On full-depth pavement projects, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE PAVEMENT, (FULL-DEPTH), SUPERPAVE, of the thickness specified.

On projects where widening is constructed and the entire pavement is then resurfaced, the binder for the widening will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition, Ndesign, and thickness specified. The surface and binder used to resurface the entire pavement will be paid for according to the paragraphs above for resurfacing projects.

80010

SURFACE TESTING OF PAVEMENTS (BDE)

Effective: April 1, 2002

Revised: November 1, 2005

Bituminous Concrete Overlays

Revise Article 406.03(k) of the Standard Specifications to read:

“(k) Pavement Surface Test Equipment 1101.10”

Revise Article 406.21 of the Standard Specifications to read:

“406.21 Surface Tests. The finished surface of the pavement shall be tested for smoothness within three days of paving. Testing shall be performed in the presence of the Engineer.

Prior to testing, a copy of the approval letter and recorded settings from the Profile Equipment Verification (PEV) Program shall be submitted to the Engineer; and all objects and debris shall be removed from the pavement.

(a) Test Sections/Equipment.

- (1) High-Speed Mainline Pavement. High-speed mainline pavement shall consist of pavements, ramps and loops with a posted speed greater than 75 km/hr (45 mph). These sections shall be tested using a California Profilograph or an approved equivalent.
- (2) Low-Speed Mainline Pavement. Low-speed mainline pavement shall consist of pavements, ramps and loops with a posted speed of 75 km/hr (45 mph) or less. These sections shall be tested using a California Profilograph or an approved equivalent.
- (3) Miscellaneous Pavement. Miscellaneous pavement shall consist of:
 - a. pavement on horizontal curves with a centerline radius of curvature of less than or equal to 300 m (1000 ft) and pavement within the superelevation transition of such curves;
 - b. the first or last 4.5 m (15 ft) of a pavement section where the Contractor is not responsible for the adjoining surface;
 - c. intersections;
 - d. variable width pavements;
 - e. side street returns;
 - f. crossovers;
 - g. connector pavement from mainline pavement expansion joint to the bridge approach pavement;
 - h. bridge approach pavement; and
 - i. other miscellaneous pavement surfaces (i.e. a turn lane) as determined by the Engineer.

Miscellaneous pavement shall be tested using a 5 m (16 ft) straightedge set to a 10 mm (3/8 in.) tolerance.

(b) Lots/Sublots. Mainline pavement test sections will be divided into lots and sublots.

- (1) Lots. A lot will be defined as a continuous strip of pavement 1600 m (1 mile) long and one lane wide. When the length of a continuous strip of pavement is less than 1600 m (1 mile), that pavement will be included in an adjacent lot. Structures will be omitted when measuring pavement length.

(2) Sublots. Lots will be divided into 160 m (0.1 mile) sublots. A partial subplot resulting from an interruption in the pavement will be subject to the same evaluation as a whole subplot.

(c) Testing Procedure. One wheel track shall be tested per lane. Testing shall be performed 1 m (3 ft) from and parallel to the edge of the lane away from traffic. A guide shall be used to maintain the proper distance.

The profile trace generated shall have stationing indicated every 150 m (500 ft) at a minimum. Both ends of the profile trace shall be labeled with the following information: contract number, beginning and ending stationing, which direction is up on the trace, which direction the data was collected, and the device operator name(s). The top portion of the Department supplied form, "Profile Report of Pavement Smoothness" shall be completed and secured around the trace roll.

Although surface testing of intermediate lifts will not be required, they may be performed at the Contractor's option. When this option is chosen, the testing shall be performed and the profile traces shall be generated as described above.

The Engineer may perform his/her own testing at any time for monitoring and comparison purposes.

(d) Trace Reduction and Bump Locating Procedure. All traces shall be reduced. Traces produced by a mechanical recorder shall be reduced using an electronic scanner and computer software. This software shall calculate the profile index of each subplot in mm/km (in./mile) and indicate any high points (bumps) in excess of 8 mm (0.30 in.) with a line intersecting the profile on the printout. Computerized recorders shall provide the same information.

The profile index of each track, average profile index of each subplot, average profile index of the lot and locations of bumps shall be recorded on the form.

All traces and reports shall be provided within two working days of completing the testing to the Engineer for the project file. Traces from either a computerized profile testing device or analysis software used with a manual profile testing device shall display the settings used for the data reduction. The Engineer will compare these settings with the approved settings from the PEV Program. If the settings do not match, the results will be rejected and the section shall be retested/reanalyzed with the appropriate settings.

The Engineer will use the results of the testing to evaluate paving methods and equipment. If the average profile index of a lot exceeds 635 mm/km (40.0 in./mile) for high-speed mainline pavement or 1025 mm/km (65.0 in./mile) for low-speed mainline pavement, the paving operation will be suspended until corrective action is taken by the Contractor.

- (e) Corrective Work. All bumps in excess of 8 mm (0.30 in.) in a length of 8 m (25 ft) or less shall be corrected. If the bump is greater than 13 mm (0.50 in.), the pavement shall be removed and replaced to the satisfaction of the Engineer at the Contractor's expense. The minimum length of pavement to be removed shall be 900 mm (3 ft).
- (1) High-Speed Mainline Pavement. Any subplot having a profile index within the range of, greater than 475 to 635 mm/km (30.0 to 40.0 in./mile) including bumps, shall be corrected to reduce the profile index to 475 mm/km (30.0 in./mile) or less on each trace. Any subplot having a profile index greater than 635 mm/km (40.0 in./mile) including bumps, shall be corrected to reduce the profile index to 475 mm/km (30.0 in./mile) or less on each trace, or replaced at the Contractor's option.
- (2) Low-Speed Mainline Pavement. Any subplot having a profile index within the range of, greater than 710 to 1025 mm/km (45.0 to 65.0 in./mile) including bumps, shall be corrected to reduce the profile index to 710 mm/km (45.0 in./mile) or less on each trace. Any subplot having a profile index greater than 1025 mm/km (65.0 in./mile) including bumps, shall be corrected to reduce the profile index to 710 mm/km (45.0 in./mile) or less on each trace, or replaced at the Contractor's option.
- (3) Miscellaneous Pavement. Surface variations which exceed the 10 mm (3/8 in.) tolerance will be marked by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed using either an approved grinding device consisting of multiple saws or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area squared normal to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the subplot(s) shall be retested. The Contractor shall furnish the profile tracing(s) and the completed form(s) to the Engineer within two working days after corrections are made. If the profile index and/or bumps still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at the Contractor's expense.

- (f) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each subplot of mainline pavement, per the Smoothness Assessment Schedule. Assessments will be based on the average profile index of each subplot prior to performing any corrective work unless the Contractor has chosen to remove and replace the subplot. For sublots that are replaced, assessments will be based on the profile index determined after replacement.

Assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein.

| SMOOTHNESS ASSESSMENT SCHEDULE (Bituminous Concrete Overlays) | | |
|---|--|---------------------------|
| High-Speed Mainline Pavement Average Profile Index mm/km (in./mile) | Low-Speed Mainline Pavement Average Profile Index mm/km (in./mile) | Assessment per subplot |
| 95 (6.0) or less | 240 (15.0) or less | +\$150.00 |
| >95 (6.0) to 160 (10.0) | >240 (15.0) to 400 (25.0) | +\$80.00 |
| >160 (10.0) to 475 (30.0) | >400 (25.0) to 710 (45.0) | +\$0.00 |
| >475 (30.0) to 635 (40.0) | >710 (45.0) to 1025 (65.0) | +\$0.00 |
| Greater than 635 (40.0) | Greater than 1025 (65.0) | -\$300.00 |

Smoothness assessments will not be applied to miscellaneous pavement sections.”

Bituminous Concrete Pavement (Full-Depth)

Revise Article 407.09 of the Standard Specifications to read:

“**407.09 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.21 except as follows:

Two wheel tracks shall be tested per lane. Testing shall be performed 1 m (3 ft) from and parallel to each lane edge.”

| SMOOTHNESS ASSESSMENT SCHEDULE (Full-Depth Bituminous) | | |
|---|--|---------------------------|
| High-Speed Mainline Pavement Average Profile Index mm/km (in./mile) | Low-Speed Mainline Pavement Average Profile Index mm/km (in./mile) | Assessment per subplot |
| 95 (6.0) or less | | +\$800.00 |
| >95 (6.0) to 175 (11.0) | 240 (15.0) or less | +\$550.00 |
| >175 (11.0) to 270 (17.0) | >240 (15.0) to 400 (25.0) | +\$350.00 |
| >270 (17.0) to 475 (30.0) | >400 (25.0) to 710 (45.0) | +\$0.00 |
| >475 (30.0) to 635 (40.0) | >710 (45.0) to 1025 (65.0) | +\$0.00 |
| Greater than 635 (40.0) | Greater than 1025 (65.0) | -\$500.00 |

Delete the fourth paragraph of Article 407.13 of the Standard Specifications.

Portland Cement Concrete Pavement

Revise Article 420.12 of the Standard Specifications to read:

“**420.12 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.21 except as follows:

The finished surface of the pavement shall be tested for smoothness once the pavement has attained a flexural strength of 3,800 kPa (550 psi) or a compressive strength of 20,700 kPa (3,000 psi).

Two wheel tracks shall be tested per lane. Testing shall be performed 1 m (3 ft) from and parallel to each lane edge.

Membrane curing damaged during testing shall be repaired as directed by the Engineer at the Contractor's expense.

No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to ground areas according to Article 420.21 at the Contractor's expense.

For pavement that is corrected by removal and replacement, the minimum length to be removed shall meet the requirements of either Class A or Class B patching.

| SMOOTHNESS ASSESSMENT SCHEDULE (PCC) | | |
|---|--|---------------------------|
| High-Speed Mainline Pavement Average Profile Index mm/km (in./mile) | Low-Speed Mainline Pavement Average Profile Index mm/km (in./mile) | Assessment per subplot |
| 95 (6.0) or less | | +\$1200.00 |
| >95 (6.0) to 175 (11.0) | 240 (15.0) or less | +\$950.00 |
| >175 (11.0) to 270 (17.0) | >240 (15.0) to 400 (25.0) | +\$600.00 |
| >270 (17.0) to 475 (30.0) | >400 (25.0) to 710 (45.0) | +\$0.00 |
| >475 (30.0) to 635 (40.0) | >710 (45.0) to 1025 (65.0) | +\$0.00 |
| Greater than 635 (40.0) | Greater than 1025 (65.0) | -\$750.00" |

Delete the sixth paragraph of Article 420.23 of the Standard Specifications.

Testing Equipment

Revise Article 1101.10 of the Standard Specifications to read:

“1101.10 Pavement Surface Test Equipment. Required surface testing and analysis equipment and their jobsite transportation shall be provided by the Contractor.

- (a) 5 m (16 ft) Straightedge. The 5 m (16 ft) straightedge shall consist of a metal I-beam mounted between two wheels spaced 5 m (16 ft) between the axles. Scratcher bolts which can be easily and accurately adjusted, shall be set at the 1/4, 1/2, and 3/4 points between the axles. A handle suitable for pushing and guiding shall be attached to the straightedge. The straightedge shall meet the approval of the Engineer.

(b) Profile Testing Device. The Profile Testing Device shall have a decal displayed to indicate it has been tested through the PEV Program administered by the Department.

(1) California Profilograph. The California Profilograph shall be either computerized or manual and have a frame 8 m (25 ft) in length supported upon multiple wheels at either end. The profile shall be recorded from the vertical movement of a wheel attached to the frame at mid point.

The California Profilograph shall be calibrated according to the manufacturer's recommendations and California Test 526. All calibration traces and calculations shall be submitted to the Engineer for the project file.

(2) Inertial Profiler. The inertial profiler shall be either an independent device or a system that can be attached to another vehicle using one or two non-contact sensors to measure the pavement profile. The inertial profiler shall be capable of performing a simulation of the California Profilograph to provide results in the Profile Index format.

The inertial profiler shall be calibrated according to the manufacturer's recommendations. All calibration traces and calculations shall be submitted to the Engineer for the project file.

(3) Trace Analysis. The Contractor shall reduce/evaluate these traces using a 0.0 mm (0.00 in.) blanking band and determine a Profile Index in mm/km (in./mile) for each section of finished pavement surface. Traces produced using a computerized profile testing device will be evaluated without further reduction. When using a manual profile testing device, the Contractor shall provide an electronic scanner, a computer, and software to reduce the trace. All analysis equipment (electronic scanner, computerized recorder, etc.) shall be able to accept 0.0 mm (0.00 in.) for the blanking band.

All traces from pavement sections tested with the profile testing device shall be recorded on paper with scales of 300:1 longitudinally and 1:1 vertically. Equipment and software settings of the profile testing device and analysis equipment shall be set to those values approved through the PEV Program.

The Engineer may retest the pavement at any time to verify the accuracy of the equipment."

80075

TEMPORARY CONCRETE BARRIER (BDE)

Effective: October 1, 2002

Revised: November 1, 2003

Revise Section 704 of the Standard Specifications to read:

“SECTION 704. TEMPORARY CONCRETE BARRIER

704.01 Description. This work shall consist of furnishing, placing, maintaining, relocating and removing precast concrete barrier at temporary locations as shown on the plans or as directed by the Engineer.

704.02 Materials. Materials shall meet the requirements of the following Articles of Section 1000 - Materials:

| Item | Article/Section |
|---|-----------------|
| (a) Portland Cement Concrete..... | 1020 |
| (b) Reinforcement Bars (Note 1) | 1006.10(a)(b) |
| (c) Connecting Pins and Anchoring Pins..... | 1006.09 |
| (d) Connecting Loop Bars (Note 2) | |
| (e) Rapid Set Mortar (Note 3) | |

Note 1. Reinforcement bars shall be Grade 400 (Grade 60).

Note 2. Connecting loop bars shall be smooth bars conforming to the requirements of ASTM A 36.

Note 3. Rapid set materials shall be obtained from the Department’s approved list of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs. For a rapid set mortar mixture, one part packaged rapid set cement shall be combined with two parts fine aggregate, by volume or a packaged rapid set mortar shall be used. Mixing of the rapid set mortar shall be according to the manufacturer’s instructions.

CONSTRUCTION REQUIREMENTS

704.03 General. Precast concrete barrier produced after October 1, 2002 shall meet National Cooperative Highway Research Program (NCHRP) Report 350, Category 3, Test Level 3 requirements and have the F shape. Precast concrete barrier shall be constructed according to the Bureau of Materials and Physical Research’s Policy Memorandum “Quality Control/Quality Assurance Program for Precast Concrete Products”, applicable portions of Sections 504 and 1020, and to the details shown on the plans.

Precast units shall not be removed from the casting beds until a flexural strength of 2,000 kPa (300 psi) or a compressive strength of 10,000 kPa (1400 psi) is attained. When the concrete has attained a compressive strength according to Article 1020.04, and not prior to four days after casting, the units may be loaded, shipped and used.

704.04 Installation. F shape barrier units shall be seated on bare, clean pavement or paved shoulder and pinned together in a smooth, continuous line at the exact locations provided by the Engineer. The barrier unit at each end of the installation shall be secured to the pavement or paved shoulder using six anchoring pins and protected with an impact attenuator as shown on the plans.

F shape and New Jersey shape barrier units shall not be mixed in the same run.

Barrier units or attachments damaged during transportation or handling, or by traffic during the life of the installation, shall be repaired or replaced by the Contractor at his/her expense. The Engineer will be the sole judge in determining which units or attachments require repair or replacement.

The temporary barriers shall be removed when no longer required by the contract. After removal, all anchoring holes in the pavement or paved shoulder shall be filled with a rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

704.05 New Jersey Shape Barrier. New Jersey shape barrier produced prior to October 1, 2002 according to earlier Department standards, may be used until January 1, 2008.

Barrier units or attachments damaged during transportation or handling, or by traffic during the life of the installation, shall be repaired or replaced by the Contractor at his/her expense. The Engineer will be the sole judge in determining which units or attachments require repair or replacement.

F shape and New Jersey shape barrier units shall not be mixed in the same run.

The barrier unit at each end of the installation shall be secured to the pavement or paved shoulder using six dowel bars and protected with an impact attenuator as shown on the plans.

The temporary barriers shall be removed when no longer required by the contract. After removal, all anchoring holes in the pavement or paved shoulder shall be filled with a rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

704.06 Method of Measurement. Temporary concrete barrier will be measured for payment in meters (feet) in place along the centerline of the barrier. When temporary concrete barrier is relocated within the limits of the jobsite, the relocated barrier will be measured for payment in meters (feet) in place along the centerline of the barrier.

704.07 Basis of Payment. When the Contractor furnishes the barrier units, this work will be paid for at the contract unit price per meter (foot) for TEMPORARY CONCRETE BARRIER or RELOCATE TEMPORARY CONCRETE BARRIER.

When the Department furnishes the barrier units, this work will be paid for at the contract unit price per meter (foot) for TEMPORARY CONCRETE BARRIER, STATE OWNED or RELOCATE TEMPORARY CONCRETE BARRIER, STATE OWNED.

Impact attenuators will be paid for separately.”

TRAFFIC BARRIER TERMINALS (BDE)

Effective: January 1, 2003

Revise Article 631.05 of the Standard Specifications to read:

“631.05 Traffic Barrier Terminal, Type 5 and Type 5A. The face of the guardrail shall be installed flush with the face of the bridge rail or parapet.”

Revise Article 631.06 of the Standard Specifications to read:

“631.06 Traffic Barrier Terminal, Type 6. When attaching the end shoe to concrete constructed with forms and with a thickness of 300 mm (12 in.) or less, the holes may be formed, core drilled or an approved 20 mm (3/4 in.) cast-in-place insert may be used.

When attaching the end shoe to concrete constructed with forms and with a thickness greater than 300 mm (12 in.), an approved M20 (3/4 in.) bolt with an approved expansion device may be used in lieu of formed or core drilled holes.

When attaching the end shoe to concrete constructed by slipforming, the holes shall be core drilled.

The tapered, parapet, wood block out shall be used on all appurtenances with a sloped face.

When no bridge approach curb is present, Type B concrete curb shall be constructed as shown on the plans according to Section 606.”

Revise Article 631.07 of the Standard Specifications to read:

“631.07 Traffic Barrier Terminal, Type 6B. Attachment of the end shoe to concrete shall be according to Article 631.06 except the tapered, parapet, wood block out will not be required.”

Delete the third and fourth paragraphs of Article 631.11 of the Standard Specifications.

Add the following paragraph to the end of Article 631.11 of the Standard Specifications:

“Construction of the Type B concrete curb for TRAFFIC BARRIER TERMINAL, TYPE 6 will be paid for according to Article 606.14.”

80098

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she 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 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

5729I

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

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When the Engineer is notified, or determines a traffic control deficiency exists, he/she 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 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

5729I

TRAINING SPECIAL PROVISIONS

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 4. 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 than 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.

20338

TRUCK BED RELEASE AGENT (BDE)

Effective: April 1, 2004

Add the following sentence after the third sentence of the first paragraph of Article 406.14 of the Standard Specifications.

"In addition to the release agent, the Contractor may use a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle."

80123

VARIABLY SPACED TINING (BDE)

Effective: August 1, 2005

Revise the first sentence of the third paragraph of Article 420.11(e)(1) of the Standard Specifications to read:

“The metal comb shall consist of a single line of tempered spring steel tines variably spaced as shown in the table below and securely mounted in a suitable head.”

Replace the sixth sentence of the third paragraph of Article 420.11(e)(1) of the Standard Specifications to read:

“The tining device shall be operated so as to produce a pattern of grooves, 3 to 5 mm (1/8 in. to 3/16 in.) deep and 2.5 to 3.2 mm (1/10 in. to 1/8 in.) wide across the pavement. The tining device shall be operated at a 1:6 skew across the pavement for facilities with a posted speed limit of 55 mph or greater. The tining pattern shall not overlap or leave gaps between successive passes.”

Add the following table after the third paragraph of Article 420.11(e)(1) of the Standard Specifications:

| Center to Center Spacings of Metal Comb Tines mm (in.) (read spacings left to right) | | | | |
|---|--------------|--------------|--------------|--------------|
| 34 (1 5/16) | 36 (1 7/16) | 47 (1 7/8) | 54 (2 1/8) | 48 (1 7/8) |
| 43 (1 11/16) | 32 (1 1/4) | 31 (1 1/4) | 27 (1 1/16) | 36 (1 7/16) |
| 29 (1 1/8) | 46 (1 13/16) | 21 (13/16) | 43 (1 11/16) | 23 (7/8) |
| 42 (1 5/8) | 52 (2 1/16) | 24 (15/16) | 18 (11/16) | 28 (1 1/8) |
| 40 (1 9/16) | 34 (1 5/16) | 27 (1 1/16) | 26 (1) | 25 (1) |
| 27 (1 1/16) | 20 (13/16) | 37 (1 7/16) | 38 (1 1/2) | 52 (2 1/16) |
| 51 (2) | 45 (1 3/4) | 37 (1 7/16) | 43 (1 11/16) | 53 (2 1/16) |
| 27 (1 1/16) | 37 (1 7/16) | 42 (1 5/8) | 41 (1 5/8) | 29 (1 1/8) |
| 43 (1 11/16) | 45 (1 3/4) | 44 (1 3/4) | 30 (1 3/16) | 37 (1 7/16) |
| 33 (1 5/16) | 40 (1 9/16) | 28 (1 1/8) | 31 (1 1/4) | 50 (1 15/16) |
| 34 (1 5/16) | 45 (1 3/4) | 20 (13/16) | 45 (1 3/4) | 50 (1 15/16) |
| 53 (2 1/16) | 51 (2) | 29 (1 1/8) | 25 (1) | 18 (11/16) |
| 53 (2 1/16) | 18 (11/16) | 38 (1 1/2) | 51 (2) | 40 (1 9/16) |
| 17 (11/16) | 49 (1 15/16) | 50 (1 15/16) | 39 (1 9/16) | 51 (2) |
| 36 (1 7/16) | 36 (1 7/16) | 38 (1 1/2) | 46 (1 13/16) | 29 (1 1/8) |
| 38 (1 1/2) | 50 (1 15/16) | 24 (15/16) | 33 (1 5/16) | |

80149

WATER BLASTER WITH VACUUM RECOVERY (BDE)

Effective: April 1, 2006

Add the following to Article 783.02 of the Standard Specifications.

“(c) Water Blaster with Vacuum Recovery 1101.17”

Add the following to Section 1101 of the Standard Specifications.

“1101.17 Water Blaster with Vacuum Recovery. The water blaster shall remove the stripe from the pavement using a high pressurized water spray with a vacuum recovery system to provide a clean, almost dry surface, without the use of a secondary cleanup process. The removal shall be to the satisfaction of the Engineer. The equipment shall contain a storage system that allows for the storage of the wastewater while retaining the debris. The operator shall be in immediate control of the blast head.”

80163

WEIGHT CONTROL DEFICIENCY DEDUCTION

Effective: April 1, 2001

Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department’s Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor “A” as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left(\frac{B - C}{C} \right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor
B = Net weight shown on delivery ticket
C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

WORK ZONE PUBLIC INFORMATION SIGNS (BDE)

Effective: September 1, 2002

Revised: January 1, 2005

Description. This work shall consist of furnishing, erecting, maintaining, and removing work zone public information signs.

Camera-ready artwork for the signs will be provided to sign manufacturing companies upon request by contacting the Central Bureau of Operations at 217-782-2076. The sign number is W21-1116-6048.

Freeways/Expressways. These signs are required on freeways and expressways. The signs shall be erected as shown on Highway Standard 701400 and according to Article 702.05(a) of the Standard Specifications.

All Other Routes. These signs shall be used on other routes when specified on the plans. They shall be erected in pairs midway between the first and second warning signs.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the Standard.

80090

WORK ZONE SPEED LIMIT SIGNS (BDE)

Effective: April 2, 2004

Revised: January 1, 2006

Delete Article 702.05(c).

Revise Article 702.05(d) to read:

“(d) Work Zone Speed Limit Signs. Work zone speed limit sign assemblies shall be provided and located as shown on the plans. Two additional assemblies shall be placed 150 m (500 ft) beyond the last entrance ramp for each interchange or sideroad. The individual signs that make up an assembly may be combined on a single panel. The sheeting for the signs shall be reflective and conform to the requirements of Article 1084.02.

All permanent “SPEED LIMIT” signs located within the work zone shall be removed or covered. This work shall be coordinated with the lane closure(s) by promptly establishing a reduced posted speed zone when the lane closure(s) are put into effect and promptly reinstating the posted speed zone when the lane closure(s) are removed.

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

The work zone speed limit signs shown within the lane closure(s) shall only be used when workers are present in the closed lane adjacent to traffic; at all other times, the signs shall be promptly removed or covered. The sign assemblies shown within the lane closure(s) will not be required when the worker(s) are located behind a concrete barrier wall.

80125

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

“All devices and combinations 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 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, 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 either Test Level 3 or the test level specified.

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

The Contractor shall provide a manufacturer’s self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device.”

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

“Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes.”

Add the following to Article 702.03 of the Standard Specifications:

“(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic.”

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

“When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. “ROAD CONSTRUCTION AHEAD” signs will also be required on side roads located within the limits of the mainline “ROAD CONSTRUCTION AHEAD” signs.”

Delete all references to “Type 1A barricades” and “wing barricades” throughout Section 702 of the Standard Specifications.

80097

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: July 1, 2004

Description. At the bidder’s option, a steel cost adjustment will be made to provide additional compensation to the Contractor or a credit to the Department for fluctuations in steel prices. The bidder must indicate on the attached form whether or not steel cost adjustments will be part of this contract. This attached form shall be submitted with the bid. Failure to submit the form shall make this contract exempt of steel cost adjustments.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)
Structural Steel
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), frames and grates, and other miscellaneous items will be subject to a steel cost adjustment when the pay item they are used in has a contract value of \$10,000 or greater.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in kg (lb), shipped from the mill to the fabricator.

(c) The quantity of steel, in kg (lb), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in kg (lb)
D = price factor, in dollars per kg (lb)

$$D = CBP_M - CBP_L$$

Where: CBP_M = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per kg (lb).

CBP_L = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per kg (lb).

The unit masses (weights) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the CBP_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the CBP_L and CBP_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(CBP_L - CBP_M) \div CBP_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the steel items are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

Attachment

| Item | Unit Mass (Weight) |
|---|-------------------------------|
| Metal Piling (excluding temporary sheet piling) | |
| Furnishing Metal Pile Shells 305 mm (12 in.), 3.80 mm (0.179 in.) wall thickness) | 34 kg/m (23 lb/ft) |
| Furnishing Metal Pile Shells 305 mm (12 in.), 6.35 mm (0.250 in.) wall thickness) | 48 kg/m (32 lb/ft) |
| Furnishing Metal Pile Shells 356 mm (14 in.), 6.35 mm (0.250 in.) wall thickness) | 55 kg/m (37 lb/ft) |
| Other piling | See plans |
| Structural Steel | See plans for weights |
| Reinforcing Steel | See plans for weights |
| Dowel Bars and Tie Bars | 3 kg (6 lb) each |
| Mesh Reinforcement | 310 kg/sq m (63 lb/100 sq ft) |
| Guardrail | |
| Steel Plate Beam Guardrail, Type A w/steel posts | 30 kg/m (20 lb/ft) |
| Steel Plate Beam Guardrail, Type B w/steel posts | 45 kg/m (30 lb/ft) |
| Steel Plate Beam Guardrail, Types A and B w/wood posts | 12 kg/m (8 lb/ft) |
| Steel Plate Beam Guardrail, Type 2 | 140 kg (305 lb) each |
| Steel Plate Beam Guardrail, Type 6 | 570 kg (1260 lb) each |
| Traffic Barrier Terminal, Type 1 Special (Tangent) | 330 kg (730 lb) each |
| Traffic Barrier Terminal, Type 1 Special (Flared) | 185 kg (410 lb) each |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | |
| Traffic Signal Post | 16 kg/m (11 lb/ft) |
| Light Pole, Tenon Mount and Twin Mount, 9 m – 12 m (30 - 40 ft) | 21 kg/m (14 lb/ft) |
| Light Pole, Tenon Mount and Twin Mount, 13.5 m – 16.5 m (45 - 55 ft) | 31 kg/m (21 lb/ft) |
| Light Pole w/Mast Arm, 9 m – 15.2 m (30 - 50 ft) | 19 kg/m (13 lb/ft) |
| Light Pole w/Mast Arm, 16.5 m – 18 m (55 - 60 ft) | 28 kg/m (19 lb/ft) |
| Light Tower w/Luminaire Mount, 24 m – 33.5 m (80 - 110 ft) | 46 kg/m (31 lb/ft) |
| Light Tower w/Luminaire Mount, 36.5 m – 42.5 m (120 - 140 ft) | 97 kg/m (65 lb/ft) |
| Light Tower w/Luminaire Mount, 45.5 m – 48.5 m (150 - 160 ft) | 119 kg/m (80 lb/ft) |
| Metal Railings (excluding wire fence) | |
| Steel Railing, Type SM | 95 kg/m (64 lb/ft) |
| Steel Railing, Type S-1 | 58 kg/m (39 lb/ft) |
| Steel Railing, Type T-1 | 79 kg/m (53 lb/ft) |
| Steel Bridge Rail | 77 kg/m (52 lb/ft) |
| Frames and Grates | |
| Frame | 115 kg (250 lb) |
| Lids and Grates | 70 kg (150 lb) |

RETURN WITH BID

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

The bidder shall submit this form with his/her bid. Failure to submit the form shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans?

Yes No

Signature: _____ **Date:** _____

80127

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

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 quailifiable 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 advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other 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 the submission of copies of payrolls by 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 than the applicable wage rate and fringe benefits or cash equivalent for the classification of work 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 contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(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 explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier 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 wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.